Case 6:03-bk-00299-KSJ Doc 443 Filed 02/23/21 Page 1 of 2

FILED 2/26/2021 DOCUMENT NO. 02488-2021 FPSC - COMMISSION CLERK

FEB 26 PM 12:

ORDERED.

Dated: February 22, 2021

Karen S. Jennemann United States Bankruptcy Judge

## UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA ORLANDO DIVISION www.flmb.uscourts.gov

In re:

ADVANCED TELECOMMUNICATION NETWORK, INC.,

Debtor.

Case No. 6:03-bk-00299-KSJ Chapter 11

## ORDER GRANTING MOTION TO APPROVE <u>COMPROMISE OF CONTROVERSY WITH ARNSTEIN & LEHR LLP (DOC. NO. 440)</u>

THIS CASE came on for consideration upon the Motion to Approve Compromise of Controversy with Arnstein & Lehr LLP (Doc. No. 440) (the "**Motion to Compromise**"). The Motion to Compromise seeks an Order authorizing Advanced Telecommunication Network, Inc. ("**ATN**"), on the one hand, and Saul Ewing Arnstein & Lehr LLP (f/k/a Arnstein & Lehr LLP) ("**Arnstein**" and together with ATN, the "**Parties**"), on the other hand, to consummate an agreement described in the Motion to Compromise.

The Motion to Compromise was served on all creditors by the negative notice procedures under Local Rule 2002-4, *see* Doc. No. 440, no objections were filed, and the deadline has passed. The Parties have entered into a written Settlement Agreement, subject to Court Approval

## Case 6:03-bk-00299-KSJ Doc 443 Filed 02/23/21 Page 2 of 2

(the "Settlement Agreement"). See, Joint Notice of Execution of Written Settlement Agreement, filed in Adv. Pro. No. 6:11-ap-00007-KSJ. The Court has considered the Motion to Compromise, and the record in the case, the proceedings before it, and other related proceedings. The Court is otherwise fully advised in the premises and familiar with the papers and pleadings in this case and related proceedings. The Court finds the Motion to Compromise should be granted, as set forth herein. Accordingly, it is

## **ORDERED:**

1. The Motion to Compromise is hereby GRANTED.

2. The compromise by and among the Parties is hereby APPROVED. The Court finds, pursuant to *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), and other applicable law, that this compromise is fair and equitable and in the best interest of the estate.

3. Notice of the Motion to Compromise and the opportunity to object was sufficient and proper under the circumstances of this case, and no further notice is necessary.

4. The Parties are hereby authorized and ordered, from time to time as needed, to promptly take all steps necessary to consummate, implement, give continuing effect to, and fulfill the settlement described in the Motion to Compromise and set forth in the Settlement Agreement.

5. This Court retains jurisdiction to enforce the terms of this Order, the Settlement Agreement, and the related compromises contemplated by the Motion to Compromise.

Attorney Daniel R. Fogarty is directed to serve a copy of this Order on interested parties and file a proof of service within 3 days of entry of this Order.

2