

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

)		
In re:))	Chapter 7
))	
PRECISE GRAPHIX, LLC,))	Case No. 21-12663 (PMM)
))	
Debtor.))	
))	

**STIPULATION AND AGREED ORDER BY AND
BETWEEN THE TRUSTEE AND CAMPING WORLD, INC., NBCUNIVERSAL
MEDIA, LLC, AND MACHETE CORPORATION
REGARDING ADMINISTRATIVE EXPENSE APPLICATION**

This stipulation and agreed order ("**Stipulation and Order**") is made and entered into by and among counsel for Lynn E. Feldman, Esquire, in her capacity as the Chapter 7 trustee (the "**Trustee**") for the estate of Precise Graphix, LLC (the "**Estate**"), Camping World, Inc. ("**Camping World**"), NBCUniversal Media, LLC ("**NBCU**"), and Machete Corporation ("**Machete**" and together with Camping World and NBCU, the "**Respondents**"), together with the Trustee, the "**Parties**") in connection with the *Application of Camping World, Inc. for Entry of an Order Allowing and Compelling Payment of Administrative Expense Pursuant to Section 503(B) of the Bankruptcy Code* [Docket No. 181] (the "**Application**"). Subject to approval by this Court, the Parties hereby stipulate and agree as follows:

RECITALS

WHEREAS, the Parties were engaged in arbitration proceedings initiated by the Trustee, in her capacity as trustee and on behalf of the Estate, against Camping World, NBCU, and Machete (the "**Arbitration**");

WHEREAS, on May 31, 2023, the Arbitration was concluded and an award was entered by the Arbitrator against the Estate (the “Final Award”);

WHEREAS, on June 13, 2023, the Trustee filed a notice of appeal of the Final Award (the “Appeal”) with the Judicial Arbitration and Mediation Services, Inc. (“JAMS”);

WHEREAS, on June 29, 2023, Camping World advanced the Trustee’s share of the fee required by JAMS in order to advance the Appeal, in the amount of \$3,500 (such share, the “JAMS Fee”);

WHEREAS, on July 5, 2023, Camping World filed the Application seeking an order (a) allowing the JAMS Fee as an administrative expense of the Debtor’s estate, plus additional amounts for expenses paid or incurred in connection with the Application, including professional fees and expenses, (b) compelling the Trustee to distribute such amounts within three (3) days of entry of an order approving the Application, and (c) granting such order and further relief as the Court may deem just and appropriate; and

WHEREAS, the Trustee has reviewed the Application and finds the request for reimbursement to be proper, and therefore agrees that Camping World is entitled to (a) allowance, in its favor, of an administrative expense claim in the amount of \$3,500 on account of the JAMS Fee, and (b) to prompt reimbursement of such JAMS Fee pursuant to the terms of this Stipulation and Order.

WHEREAS, the Trustee has reevaluated the Appeal and has determined that it is in the best interest of the Estate to withdraw the Appeal, to not oppose any attempt by Respondents, or any of them, solely, to confirm the Final Award in Los Angeles Superior Court, and to waive any rights to challenge or oppose the confirmation of the Final Award by Respondents, except as otherwise provided for herein, in exchange for an agreement by all Parties, including Respondents,

to not seek sanctions under Rule 11, 28 U.S.C. section 1927, any other state or federal statute or under any rules governing JAMS' (or any other type of) arbitrations against each other, and specifically Respondents' agreement to not seek such sanctions against: the Estate or against the Trustee, personally, or in her capacity as Chapter 7 Trustee for the Estate.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED, as follows:

1. Upon entry of a final non-appealable Order of this Court approving this Stipulation (the "Effective Date"), Camping World's claim on account of the JAMS Fee is hereby allowed in full as an administrative expense of the Debtor's estate in the amount of \$3,500; and the Trustee shall be authorized and directed to reimburse Camping World, within three (3) business following, the occurrence of the Effective Date for the full amount of the JAMS Fee (*i.e.*, \$3,500).

2. Within three (3) business days following the occurrence of the Effective Date, the Trustee will submit a notice to JAMS that she is irrevocably withdrawing and ending her pending appeal of the Final Award, or in the event her counsel of record in that matter fails and refuses to do so, the Respondents may file a copy of this Stipulated Order with JAMS so as to effectuate and implement the terms and conditions hereof. Following the filing of this Stipulation (and before entry of a final non-appealable Order of this Court approving this Stipulation), Respondents may notify JAMS in writing to jointly (on behalf of all Parties) request a stay of the Estate's appeal on the ground that the Parties "have an agreement in principle to resolve the appeal and will advise JAMS if and when such agreement is finalized (or does not occur)."

3. Except as otherwise provided for herein, the Trustee will not oppose the confirmation of the Final Award by Respondents, or any of them, in Los Angeles Superior Court, and further agrees that she will not dispute the amount of any such award; however, the Parties

expressly reserve their rights and defenses with respect to the priority of Respondents' claim against the Estate for the collective \$7.1 million awarded to them by the JAMS Arbitrator.

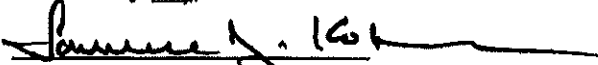
4. The Parties also expressly reserve their rights with respect to any claim on account of the expenses paid or incurred by Camping World in connection with the Application, including professional fees and expenses (the "Application Costs"), subject to whatever rights and/or defenses the Respondents or the Estate may have with respect to these Application Costs.

5. The Parties expressly waive all rights to seek sanctions against one another in connection with, or related to, the Arbitration. However, the Respondents do not waive any – and indeed expressly reserve all – rights to pursue sanctions and/or any and all claims against Gerard Fox Law PC or Gerard Fox (personally), special litigation counsel to the Trustee. To the extent that, during the pendency of this bankruptcy case, the Respondents recover attorneys' fees and costs on account of any sanctions or claims asserted against Mr. Fox, personally, or his law firm, in connection with the Arbitration, then such proceeds shall be credited against the amount of the Final Award on a dollar for dollar basis. However, any such sanctions request and/or claims against Gerard Fox Law PC or Gerard Fox (personally) shall have no impact on the timing of, and shall not delay, proceedings by Respondents in this action to enforce the Final Award.

STIPULATED AND AGREED TO THIS []th DAY OF JULY, 2023:

PHILADELPHIA, PENNSYLVANIA

Dated: July 14, 2023



Lawrence J. Kotler, Esquire

DUANE MORRIS LLP

30 South 17th Street

Philadelphia, PA 19103

Telephone: (215) 979-1514

ljkotler@duanemorris.com

Counsel to the Trustee

Dated: July 13, 2023



George M. Lutz, Esq.
HARTMAN, VALERIANO, MAGOVERN & LUTZ, P.C.
1025 Berkshire Boulevard, Suite 700
Wyomissing, PA 19610
United States
Telephone: (610) 763-0745
Email: glutz@hmvllaw.com

-and-

Eric R. Swibel (*pro hac vice*)
Jason B. Gott (*pro hac vice*)
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
United States
Telephone: (312) 876-7700
Email: eric.swibel@lw.com
jason.gott@lw.com

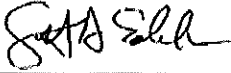
-and-

Robert J. Ellison (*pro hac vice*)
LATHAM & WATKINS LLP
10250 Constellation Blvd., Suite 1100
Los Angeles, CA 90067
United States
Telephone: (424) 653-5500
Email: robert.ellison@lw.com

Counsel to Camping World

-and-

-and-



Scott A. Edelman
GIBSON, DUNN & CRUTCHER LLP
2029 Century Park East Suite 4000
Los Angeles, CA 90067-3026
United States
Telephone: (310) 557-8061
Email: sedelman@gibsondunn.com

Counsel to NBCUniversal Media, LLC



Jonathan Segal
DAVIS WRIGHT TREMAINE LLP
865 S. Figueroa Street, Ste. 2400
Los Angeles, CA 90017
United States
Telephone: (213) 633-8667
Email: jonathansegal@dwt.com

Counsel to Machete Corp.

SO ORDERED THIS ___ DAY OF JULY, 2023

THE HONORABLE PATRICIA M. MAYER
UNITED STATES BANKRUPTCY JUDGE