

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SGR Winddown, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 19-11973 (MFW)

(Jointly Administered)

RE: D.I. 709, 710, 726, 739, 740

STIPULATION REGARDING ALLOWANCE OF GLOBAL APOGEE'S CLAIM

This stipulation (the "Stipulation"), dated February 2, 2021, is by and among (a) SGR Winddown, Inc., and its affiliated debtors and debtors in possession (collectively, the "Debtors") and (b) Global Apogee ("Global Apogee" and together with the Debtors, the "Parties").

WHEREAS, on September 6, 2019, the Debtors filed voluntary petitions for relief under Chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Court").

WHEREAS, on February 21, 2020, Global Apogee filed an unliquidated proof of claim, stemming from *Global Apogee v. Sugarfina, Inc., Joshua Reznick, Rosie O'Neill, JOHN DOES 1-10 and BUSINESSES 1-10*, filed on June 11, 2018, in the United States District Court for the Central District of California at docket number 2:18-cv-cv-05162-RSWL-E [Claim No. 190] (the "Claim").

WHEREAS, on September 3, 2020, the Debtors filed the *Debtors' First Omnibus Objection (Non-Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502, Fed. R. Bankr. P.*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number or Canadian Revenue Agency, as applicable are (1) SGR Winddown, Inc. (4356), (2) SGR Winddown International, LLC (1254) and (3) SGR Canada Winddown Legacy, Ltd. (4480). The location of the Debtors' corporate headquarters is 4712 Admiralty Way #552, Marina Del Rey, CA 90292.

3007 and Del. L.R. 3007-1 (Amended Claims; Duplicate Claims; and Late-Filed Claims) [Docket 709] (the “First Omnibus Objection”).

WHEREAS, on September 3, 2020, the Debtors filed the *Debtors’ Second Omnibus Objection (Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502, Fed. R. Bankr. P. 3007 and Del. L.R. 3007-1 (No Liability Claims; Reduce & Allow Claims; Reclassify Claims; and Reduce, Reclassify & Allow Claims)* [Docket 710] (the “Second Omnibus Objection”).

WHEREAS, on October 7, 2020, Creditor Global Apogee filed its Response in Opposition to the First Omnibus Objection [Docket 726].

WHEREAS, on October 7, 2020, Creditor Global Apogee filed its Response in Opposition to the Second Omnibus Objection [Docket 725].

WHEREAS, the Parties seek to resolve the Claim, First Omnibus Objection and Second Omnibus Objection in a manner most efficient for Global Apogee and the Debtors’ estates; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties stipulate and agree as follows, subject to entry of the Court:

1. Global Apogee’s Claim is allowed in the aggregate amount of \$100,000.00
2. The sum referenced in the preceding paragraph was set in the spirit of compromise. It does not reflect nor was it based upon Global Apogee’s actual claimed damages. Further, nothing in this Allowance or Stipulation shall operate or serve as basis for collateral estoppel, res judicata, claim preclusion, issue preclusion and/or any other binding and/or preclusive effects with respect to (a) any and all claims, causes of action, damages or other rights or remedies against the former directors and officers (namely, Joshua Resnick and Rosie O’Neill) and/or (b) litigation of the Claim against non-debtor

entities or individuals by virtue of and/or in any way resulting from this Allowance and Stipulation.

3. In the event of a direct conflict between the terms the Plan and this Stipulation, the parties agree and acknowledge that the terms of this Stipulation should govern.
4. Debtor shall dismiss with prejudice its Petition to Cancel Global Apogee's registered CANDYGRAM trademark now pending before the Trademark Trial and Appeals Board, Cancellation No. 92070582.
5. This Stipulation shall be binding upon the Parties and their respective successors and assigns.
6. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may only be amended or otherwise modified by a signed writing executed by the Parties or by further order of the Court.
7. This Stipulation may be executed in counterparts, each of which when executed will be deemed an original, and all of which when taken together will constitute one and the same agreement. Email signatures shall be sufficient and fully binding.
8. This Stipulation shall not be modified, altered, amended, or vacated without written consent of the Parties. Any such modification, alteration, amendment, or vacation, in whole or in part, shall be subject to the approval of the Court.
9. This Stipulation shall not become effective unless and until it is approved by the Court.
10. The Court shall have exclusive jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Stipulation, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation. Any motion or application brought before the Court to

resolve a dispute arising from or related to this Stipulation shall be brought on notice as provided by and in accordance with the Federal Rules of Bankruptcy Procedure and the Local Rules for the Court.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed as of the date listed above.

Dated: February 2, 2021
Wilmington, Delaware

MORRIS JAMES LLP

/s/ Brya M. Keilson

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