

ORDERED.

Dated: June 06, 2022



Michael G. Williamson  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
(TAMPA DIVISION)  
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CASE NO: 8:20-bk-03522-MGW

In re:

PROCOM AMERICA, LLC, d/b/a  
Beyond Band of Brothers d/b/a BBOB,

Debtor.

**AGREED ORDER GRANTING CHAPTER 7 TRUSTEE'S AGREED MOTION  
TO AUTHORIZE AND SCHEDULE PRE-SUIT MEDIATION CONFERENCE  
WITH DEBTOR'S FORMER ACCOUNTANTS<sup>1</sup>**

THIS MATTER came before the Court on the Agreed Motion (the "Motion") of Douglas N. Menchise (the "Trustee"), Chapter 7 Trustee of the above-captioned Debtor to Authorize and Schedule a Mediation Conference with Debtor's Former Accountants [ECF No. 394].<sup>1</sup> The Court, having reviewed the Motion, finds good cause for the relief sought. Accordingly, it is

ORDERED as follows:

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<sup>1</sup> Unless otherwise denoted, all capitalized terms herein shall have the same meaning as defined in the Motion.

1. The mediation conference to be conducted pursuant to this Order shall be governed by the following procedures, protocols, and deadlines:

- a. A mediation conference shall be scheduled by the Parties via Zoom or other comparable internet-based teleconference platform at a mutually agreeable date and time to occur and be concluded by no later than September 30, 2022, with a mutually agreed private mediator to be selected by the Parties.
- b. The Parties may have any expert/consultant they deem appropriate attend the mediation subject to the protections of the mediation privilege.
- c. The Parties are authorized to share the contents of their submissions with each of their respective consultants/experts under the protection of the mediation and settlement privileges.
- d. Prior to the scheduled conference, the Parties may exchange documents and information as may be mutually agreed, including mediation statements. The foregoing disclosures and exchange of mediation statements and information shall in no way serve to discharge the Parties of whatever obligations the mediator may choose to impose as part of their standard procedures.
- e. All documents and information to be exchanged between the Parties shall be subject to confidentiality and claw back relief protections in the event of inadvertent disclosure of privileged, confidential, or work product information.
- f. Nothing herein shall subject the Trustee or any other party to any motions to compel discovery, sanctions, or similar relief, as the Parties are engaging in a voluntary process, and agree to use reasonable efforts to provide documents and information in preparation for the conference.

- g. The mediation privilege and the privilege afforded to settlement communications under applicable law shall be in effect and govern all aspects of scheduled conference, including the exchange of all communications, documents, and information leading up to, during, and after the conference (in the event negotiations continue following the conclusion of the scheduled conference).
- h. Upon motion, the Parties may request that the outside date to complete mediation be extended.
- i. The cost of a private mediator will be paid for by the insurance carrier for Renaissance as a cost advance. In the event a settlement is reached, half the mediator cost will be deducted from the settlement amount and retained by the carrier, unless otherwise agreed to by the Parties.

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Attorney David C. Cimo is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and to file a proof of service within three days of entry of this order