

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

In re

OREXIGEN THERAPEUTICS, INC.,

Debtor.¹

Chapter 11

Case No. 18-10518 (JTD)

**CERTIFICATION OF COUNSEL REGARDING ORDER
APPROVING THE STIPULATION RESOLVING PROOF OF
CLAIM NO. 111 FILED BY EVERYDAY HEALTH MEDIA, LLC**

The undersigned hereby certifies as follows:

1. On May 24, 2022, Province, Inc. (the “Wind Down Administrator”), as the Wind Down Administrator for Orexigen Therapeutics, Inc., successor in interest to the above-captioned debtor, entered into the *Stipulation Resolving Proof of Claim No. 111 Filed by Everyday Health Media, LLC* (the “Stipulation”), attached as Exhibit 1 to the proposed order attached hereto as **Exhibit A** (the “Proposed Order”) with Everyday Health Media, LLC (“EHM”), seeking entry of the Proposed Order approving the Stipulation² regarding the agreed upon treatment and amount of EHM’s Claim.

WHEREFORE, the Wind Down Administrator respectfully requests that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, at its earliest convenience.

¹ The last four digits of the Debtor’s federal tax identification number are 8822. The Debtor’s mailing address for purposes of this Chapter 11 Case is c/o Hogan Lovells US LLP, 390 Madison Ave., New York, NY 10017.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.



Dated: May 25, 2022
Wilmington, Delaware

Respectfully submitted,

/s/ Aaron H. Stulman

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Aaron H. Stulman (No. 5807)

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Counsel to the Wind Down Administrator

EXHIBIT A

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

In re

OREXIGEN THERAPEUTICS, INC.,

Debtor.¹

Chapter 11

Case No. 18-10518 (JTD)

Docket No. ____

**ORDER APPROVING THE STIPULATION RESOLVING PROOF OF
CLAIM NO. 111 FILED BY EVERYDAY HEALTH MEDIA, LLC**

Upon consideration of the *Stipulation Resolving Proof of Claim No. 111 Filed by Everyday Health Media, LLC* (the “Stipulation”)² attached hereto as **Exhibit 1**; and the Court having jurisdiction over the matters raised in the Stipulation pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Stipulation and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Stipulation having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Stipulation is in the best interests of the Debtor, its estate, creditors, and all parties-in-interest, and that the legal and factual bases set forth in the Stipulation establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Stipulation, attached hereto as **Exhibit 1**, is hereby APPROVED.

¹ The last four digits of the Debtor’s federal tax identification number are 8822. The Debtor’s mailing address for purposes of this Chapter 11 Case is c/o Hogan Lovells US LLP, 390 Madison Ave., New York, NY 10017.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.

2. The Parties and Kurtzman Carson Consultants LLC, as claims agent, are authorized to take all actions necessary to effectuate the agreement reached pursuant to the Stipulation and authorized by this Order.

3. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

4. The terms and conditions of this Order shall be effective immediately upon its entry.

EXHIBIT 1

Stipulation

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

In re

OREXIGEN THERAPEUTICS, INC.,

Debtor.

Chapter 11

Case No. 18-10518 (JTD)

**STIPULATION RESOLVING PROOF OF CLAIM NO. 111
FILED BY EVERYDAY HEALTH MEDIA, LLC**

This stipulation (the “Stipulation”), dated May 24, 2022, is entered into by and among (i) Everyday Health Media, LLC (the “Claimant”) and (ii) the Wind Down Entity established pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming Debtor’s Modified Amended Plan of Liquidation* entered in *In re Orexigen Therapeutics, Inc.*, Case No. 18-10518 (Bankr. D. Del.) [ECF No. 111] (the “Wind Down Entity”). The Claimant and the Wind Down Entity may each be referred to herein as a “Party,” and, collectively, as the “Parties.”

WHEREAS, on March 12, 2018 (the “Petition Date”), the above-captioned debtor (“Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”);

WHEREAS, on April 11, 2018, the Court entered its *Order (A) Establishing Bar Date for Filing Proofs of Claim, (B) Approving the Form and Manner for Filing Proofs of Claim, (C) Approving Notice Thereof, (D) Implementing Uniform Procedures Regarding 503(B)(9) Claims, and (E) Granting Related Relief* [ECF No. 170];

WHEREAS, on June 12, 2018, Claimant timely filed a proof of claim totaling \$3,585,108.25 (Claim No. 111) (the “Claim”);

WHEREAS, the Claim asserts claims for, *inter alia*, compensatory damages suffered as a result of breach of a contract whereby Claimant agreed to provide promotional services to the Debtor for its prescription drug, Contrave, and the Debtor agreed to compensate Claimant for those services;

WHEREAS, on May 17, 2019, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming Debtor's Modified Amended Plan of Liquidation* [ECF No. 1113] (the "Confirmation Order" and the "Plan"), providing for the creation of the Wind Down Entity to administer the Wind Down Assets (as defined in the Plan);

WHEREAS, on May 31, 2019, the Plan became effective [ECF No. 1125] and the Wind Down Entity was created;

WHEREAS, the amount of the Claim is not consistent with the Debtor's books and records and the Wind Down Entity raised such concerns informally with the Claimant (the "Informal Objection");

WHEREAS, Claimant disputed the allegations raised in the Informal Objection; and

WHEREAS, in order to avoid the expense and risks of litigation and delay in the resolution of the various issues and disputes between the Parties hereto, the Parties wish to resolve all issues relating to the Claim, all without admission or determination of the merits, but with prejudice as to the allowed amount of the Claim, pursuant to the terms and conditions set forth below.

NOW THEREFORE, each of the Parties stipulates and agrees as follows:

1. The Claim shall be deemed allowed as a general unsecured claim in the amount of \$2,500,000 (the "Allowed Claim"). The Allowed Claim shall be deemed "allowed" for all purposes and, upon approval of this stipulation by the court, shall not be subject to any

challenge, objection, reduction, counterclaim or offset for any reason.

2. The claims agent in Debtor's bankruptcy case is authorized and directed to adjust the claims register in accordance with this Stipulation.

3. By entering into this Stipulation, the Parties acknowledge and agree that this Stipulation constitutes a negotiated compromise of factual and legal issues in dispute; is entered into without admission or determination of the merits, but with prejudice as to the allowed amount of the Claim; and is entered into for the sole purpose of resolving this matter and avoiding the risk, time and expense incident to litigation. Neither this Stipulation nor any negotiations or communications in connection with this Stipulation shall be admissible in any court or proceeding for any purpose other than enforcing or interpreting this Stipulation.

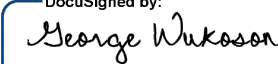
4. Each Party represents that it is authorized to enter into this Stipulation and the person signing below is such party's authorized representative. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior understandings or agreements with respect thereto, if any, are merged into this Stipulation. No term or provision of this Stipulation may be altered or changed in any respect except by a written agreement executed by the Parties.

5. This Stipulation may be signed in counterparts, each of which shall be an original, with the same effect as if all signature pages were on the same instrument. In the event that any signature page is delivered by facsimile transmission or as a PDF (or other generally available commercial imaging format) to an email, the electronic delivery of such executed signature page shall create a valid binding obligation of the Party executing such signature (or on whose behalf such signature is executed) with the same force and effect as if such electronically delivered signature page were an original thereof.

6. This Stipulation shall be effective immediately upon entry of an order by the Court approving this Stipulation.

7. The Court shall retain sole jurisdiction to hear and determine all matters arising from or related to this Stipulation.

IN WITNESS WHEREOF, this Stipulation is entered into as of the date set forth on the first page.

<p>PROVINCE, INC., solely in its capacity as the Wind Down Administrator of Debtor's chapter 11 bankruptcy estate</p> <p>By: <u>/s/ Amanda Demby</u> Name: <u>Amanda Demby</u> Title: <u>Managing Director</u></p>	<p>EVERYDAY HEALTH MEDIA, LLC</p> <p>DocuSigned by:  By: /s/ <u>52ADAF8D0DFDF4DA...</u> Name: <u>George Wukoson</u> Title: <u>General Counsel,</u> <u>Everyday Health Group</u></p>
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