

1 John Kennedy (SBN 156009)  
LINER GRODE STEIN YANKELEVITZ  
2 SUNSHINE REGENSTREIF & TAYLOR LLP  
1100 Glendon Avenue, 14th Floor  
3 Los Angeles, California 90024-3503  
Telephone: (310) 500-3500  
4 Facsimile: (310) 500-3501  
([jkennedy@linerlaw.com](mailto:jkennedy@linerlaw.com))  
5

Joseph D. Frank (IL Bar No. 6216085) *admitted pro hac vice*  
6 Jeremy C. Kleinman (IL Bar No. 6270080) *admitted pro hac vice*  
FRANKGECKER LLP  
7 325 North LaSalle Street, Suite 625  
Chicago, Illinois 60654  
8 Telephone: (312) 276-1400  
Facsimile: (312) 276-0035  
9 ([jfrank@fgllp.com](mailto:jfrank@fgllp.com))  
([jkleinman@fgllp.com](mailto:jkleinman@fgllp.com))  
10

*Counsel for CFB Liquidating Corporation, f/k/a Chicago Fire  
11 Brick Company, and WFB Liquidating Corporation, f/k/a  
Wellsville Firebrick Company*  
12

13 **IN THE UNITED STATES BANKRUPTCY COURT**  
14 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
15 **OAKLAND DIVISION**

16 **In re**

17 **CFB LIQUIDATING CORPORATION,**  
18 **f/k/a CHICAGO FIRE BRICK CO., an**  
**Illinois Corporation, et al.,**

19 **Debtors.**

Case No. 01-45483 RLE

Chapter 11

Jointly Administered

Honorable Roger L. Efremsky

20 **PROPOSED ORDER CONFIRMING**  
21 **THE JOINT CHAPTER 11 PLAN OF**  
22 **CFB LIQUIDATING CORPORATION,**  
23 **F/K/A CHICAGO FIRE BRICK**  
24 **COMPANY, AND WFB LIQUIDATING**  
25 **CORPORATION, F/K/A WELLSVILLE**  
26 **FIRE BRICK COMPANY, AS**  
27 **MODIFIED**

28 This matter came before the Court for hearing on September 6, 2012 (the “Confirmation Hearing”), on the request of CFB Liquidating Corporation f/k/a Chicago Fire Brick Company (“CFB”) and WFB Liquidating Corporation f/k/a Wellsville Fire Brick Company (“WFB” and,

1 together with CFB, the “Debtors”) for entry of an order confirming the Joint Chapter 11 Plan of  
2 Liquidation of CFB Liquidating Corporation f/k/a Chicago Fire Brick Company and WFB  
3 Liquidating Corporation, f/k/a Wellsville Fire Brick Company as Modified (as it may be further  
4 modified or amended, the “Plan”) and approval of the transactions set forth therein, pursuant to  
5 sections 363 and 1129 of the United States Bankruptcy Code, (11 U.S.C. §§ 101 *et seq.*, hereinafter  
6 the “Bankruptcy Code”),<sup>1</sup> and Rule 9019 of the Federal Rules of Bankruptcy Procedure.<sup>2</sup>  
7

8 The Court has considered the Plan, the Declarations submitted in support of the Plan by the  
9 Debtors, the Memorandum of Points and Authorities in Support of Confirmation of the Joint Chapter  
10 11 Plan of Liquidation of CFB Liquidating Corporation f/k/a Chicago Fire Brick Company and WFB  
11 Liquidating Corporation, f/k/a Wellsville Fire Brick Company as Modified [Docket No. 444] (the  
12 “Brief”) and the statements of all interested counsel with respect to the foregoing.

13 The Court has also reviewed the Debtor’s Certificate of Service filed with respect to service  
14 of the court-approved notice of the Confirmation Hearing (the “Confirmation Hearing Notice”) and  
15 solicitation packages, to the extent appropriate [Docket No. 431], the Affidavit and Verification of  
16 Publication, confirming publication of the Confirmation Hearing Notice in the national edition of  
17 *USA Today* on June 12, 2012, and again on June 15, 2012 [Docket No. 432], the Debtors’ Ballot  
18 Tabulation Report, certifying the acceptances and rejections of the Plan [Docket No. 446], all in  
19 accordance with the Court’s Order: (I) Approving the Debtors’ Disclosure Statement with Respect to  
20 the Joint Chapter 11 Plan of CFB Liquidating Corporation f/k/a/ Chicago Fire Brick Company and  
21 WFB Liquidating Corporation f/k/a Wellsville Fire Brick Company, as Modified; (II) Setting  
22 Hearing on Confirmation of the Debtors’ Proposed Plan and (III) Setting Deadlines and Approving  
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24  
25

26 \_\_\_\_\_  
27 <sup>1</sup> All section references herein, if not otherwise designated, refer to the Bankruptcy Code.

28 <sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Plan.

1 Procedures, Forms of Notice and Ballots Relating thereto [Docket No. 424] (the “Disclosure  
2 Statement Approval Order”).

3 Based upon the foregoing, and the Court’s separately-entered Findings of Fact and  
4 Conclusions of Law, it is hereby ORDERED AND ADJUDGED THAT:

5 1. The Plan, as filed on June 1, 2012, and each of its provisions, is hereby confirmed  
6 under section 1129 of the Bankruptcy Code. The terms of the Plan and the exhibits attached to the  
7 Disclosure Statement that are incorporated by reference into the Plan, are an integral part of the Plan  
8 and this Order.

9  
10 2. Each of the Insurance Settlements incorporated into the Plan is hereby authorized and  
11 approved pursuant to sections 105(a) and 363(b) and (f) of the Bankruptcy Code and Bankruptcy  
12 Rules 6004 and 9019 and the Debtors, through their Responsible Individual, and/or the Liquidating  
13 Trust, as appropriate, are authorized to enter into each of the Insurance Settlements and to perform all  
14 obligations required under the Insurance Settlements.

15  
16 3. The Debtors are authorized to sell, and the Settling Insurers are authorized to buy  
17 back, the Insurance Policies issued to or for the benefit of the Debtors by the Settling Insurers free  
18 and clear of all claims, including claims covered by the Insurance Policies or relating to the issuance  
19 of the Insurance Policies, interests and encumbrances, pursuant to sections 363(b) and 363(f) of the  
20 Bankruptcy Code, with all such claims, interests and encumbrances to attach to the proceeds from the  
21 sale of the subject Insurance Policies, to be satisfied or resolved pursuant to the terms of the Plan.

22  
23 4. Contingent upon performance of their obligations under their respective Insurance  
24 Settlements, each of the Settling Insurers is designated a good faith purchaser of their subject  
25 Insurance Policies, entitled to the protections of section 363(m) of the Bankruptcy Code.

26  
27 5. To the extent that Continental Casualty Company (“Continental”) provides notice in  
28 writing to the Debtors of its exercise of the Continental Settlement Option prior to the Effective Date,  
the Debtors are authorized to enter into a settlement and buy-back agreement, similar in form to the

1 Insurance Settlements, permitting Continental to repurchase the Insurance Policies it issued to or for  
2 the benefit of the Debtors and to settle all claims relating thereto, in exchange for payment of 100%  
3 of remaining coverage limits under those Insurance Policies.

4 6. Bradley Sharp, of Development Specialists, Inc., has been appointed as, and is  
5 designated as, the Responsible Individual of and for the Debtors under the Plan.

6 7. The Debtors, through their Responsible Individual, are hereby authorized and directed  
7 to execute, deliver, file or record all documents and to take all actions necessary or appropriate to  
8 implement, effectuate and consummate the Plan, without further application to or order of this Court.  
9

10 8. The Debtors, through their Responsible Individual, and, upon occurrence of the  
11 Effective Date, the Liquidating Trust, are each hereby authorized and directed to enter into such  
12 agreements, and to do and perform all acts, to make, execute and deliver all instruments and  
13 documents and to pay all fees, and other amounts, which may be required to implement and  
14 effectuate the Plan.

15 9. On and after entry of this Confirmation Order and subject to the occurrence of the  
16 Effective Date, the Plan and its provisions shall be binding upon the Debtors, the Liquidating Trust,  
17 and any holder of a Claim against or Interest in the Debtors whether or not the Claim or Interest was  
18 asserted against the Debtors, whether or not the Claim or Interest of such Claim or Interest holder is  
19 impaired under the Plan and whether or not such Claim or Interest holder has voted, or is deemed to  
20 have voted, for or against the Plan.  
21

22 10. Except as otherwise expressly provided in the Plan, on the Effective Date, title to all  
23 property of the Debtors' estates shall be transferred to the Liquidating Trust free and clear of all  
24 Liens, Claims, encumbrances, charges and Interests arising on or before the Confirmation Date and  
25 other rights and interests of holders of Claims and Interests. Notwithstanding the foregoing, at no  
26 time shall the Liquidating Trust have any right, power or authority to conduct a trade or business or to  
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1 operate as a business entity within the meaning of Treasury Regulations § 301.7701-2 or engage in  
2 any trade or business as proscribed by Treasury Regulations § 301.7701-4(d).

3 11. Following the Effective Date, neither the Debtors, the Liquidating Trust, the  
4 Liquidating Trustee, or any of their respective officers, directors, employees, or agents, (all of the  
5 foregoing acting in such capacity), nor any professional persons employed by any of them, shall have  
6 or incur any liability or obligation to any Entity for any action taken or omitted to be taken in  
7 connection with, or related to, the formulation, preparation, dissemination, implementation,  
8 confirmation or consummation of the Plan, the Disclosure Statement or any contract, release or other  
9 agreement or document created or entered into, or any other action taken or omitted to be taken, in  
10 connection with the Plan or the Chapter 11 Cases; *provided, however*, that the provisions of this  
11 sentence shall have no effect on the liability of any Entity that would otherwise result from an action  
12 or omission to the extent that such an action or omission is determined in a Final Order to have  
13 constituted gross negligence or willful misconduct.  
14

15 12. **Bar Date for Professional Claims and Administrative Expense Claims.** All  
16 Professionals requesting compensation or reimbursement of expenses pursuant to sections 327, 328,  
17 330, 331, 503(b) or 1103 of the Bankruptcy Code for services rendered during the Chapter 11 Cases  
18 (including, without limitation, any compensation requested by any Professional or any other Entity  
19 for making a substantial contribution to the Chapter 11 Cases), shall file and serve on the Debtors and  
20 the Office of the United States Trustee an application for final allowance of compensation and  
21 reimbursement of expenses on or before the Administrative Claims Bar Date, which shall be thirty  
22 (30) days after the occurrence of the Effective Date. All other creditors asserting Administrative  
23 Expense Claims shall file an application for allowance and payment of an Administrative Expense  
24 Claim no later than the Administrative Claims Bar Date, unless a later date is otherwise approved or  
25 such time is extended by this Court. Objections to timely-filed applications of Professionals for  
26 compensation or reimbursement of expenses and/or other Administrative Expense Claims must be  
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1 filed and served on the Debtors, the party asserting the Administrative Expense Claim, and the Office  
2 of the United States Trustee no later than sixty (60) days after the Bar Date for Administrative  
3 Expense Claims. Such claims shall be paid in full by the Debtors and/or the Liquidating Trust on the  
4 later of (i) the Effective Date, (ii) the date when each such Claim is Allowed by this Court, or (iii) as  
5 agreed.

6           13.     **Releases and Injunctions.** Pursuant to Rule 3020(c)(1) of the Bankruptcy Rules, the  
7 Releases and Injunctions set forth in the Insurance Settlements and in Article 7 of the Plan are hereby  
8 approved and implemented by this Order. These include the provisions of section 7.3 of the Plan  
9 which states, as follows:  
10

11           As of the Effective Date, and without the necessity of any further act, in partial  
12 consideration for the payments made pursuant to this Plan and the settlements  
13 incorporated therein, and other contracts, assignments, instruments, releases, agreements  
14 or documents relating thereto, the adequacy and sufficiency of which is acknowledged by  
15 the Debtors, their Estates, the Liquidating Trust, the Liquidating Trustee and all  
16 Claimants that vote in favor of Plan confirmation and that receive a Distribution under  
17 the Plan, on behalf of themselves and their respective successors, assigns, employees,  
18 agents, officers, directors, attorneys, and representatives (in their capacity as such)  
19 (collectively, the “Releasers”), the Releasers release and waive any and all claims,  
20 liabilities, and causes of action of any kind, nature or description, whether matured or  
21 unmatured, contingent or absolute, liquidated or unliquidated, relating to the Debtors or  
22 their Estates and/or Cases, that any of the Releasers had, has or may have from the  
23 beginning of time through the Effective Date against: (i) the Debtors, their Estates and  
24 their Responsible Individual, (ii) the Debtors’ Officers, Directors and Professionals, each  
25 in their capacities as such; and (iii) Hartford, Bituminous ACE, and Safety National, in  
26 their capacities as the issuers of the Hartford Insurance Policies, the Bituminous  
27 Insurance Policies, the ACE Insurance Policies, and the Safety National Policies,  
28 respectively (collectively, the “Released Parties”), including, without limitation, those  
arising under Chapter 5 of the Code and applicable non-bankruptcy law, and any and all  
tort, subordination, alter-ego, lender liability, indemnification or contribution theories of  
recovery, and interest or other costs, penalties, legal, accounting and other professional  
fees and expenses, and incidental, consequential and punitive damages payable to third  
parties. The releases in favor of the Released Parties under this Section 7.3 supplement  
the releases contained in the Hartford Settlement Agreement, the Bituminous Settlement  
Agreement, the ACE Settlement Agreement and the Safety National Settlement  
Agreement.

14.     **Injunction.** The satisfaction, releases and exculpations set forth in Article 7 of the  
Plan shall also act as an injunction against any Person commencing or continuing any action,

1 employment of process, or act to collect, offset, or recover any claim or cause of action satisfied or  
2 released under the Plan to the fullest extent authorized or provided by the Bankruptcy Code,  
3 including, without limitation, to the extent provided for or authorized by sections 524 and 1141  
4 thereof, except as otherwise directed by Section 8.3 of the Plan.

5 15. The releases, exculpation and injunction provided in sections 7.2, 7.4 and 7.6 of the  
6 Plan shall not release or enjoin any claims against any of the Persons enumerated therein with respect  
7 to (a) fiduciary obligations under ERISA or any controlled group liabilities under Title IV of ERISA,  
8 or (b) police or regulatory activities of governmental regulatory agencies.

9  
10 16. All Trust Claims asserted against the Debtors shall be liquidated by the Liquidating  
11 Trust solely in accordance with the Trust Distribution Procedures and, to the extent appropriate,  
12 section 8.3 of the Plan. To the extent that the Liquidating Trustee seeks to amend the Trust  
13 Distribution Procedures, the Trustee shall file a motion in this Court providing notice and an  
14 opportunity for hearing with respect to such amendments. To the extent that the Debtors' bankruptcy  
15 cases are closed prior to the Liquidating Trust's completion of its efforts to liquidate and pay Trust  
16 Claims, the Liquidating Trust need not file a motion to reopen the Debtors cases in order to seek to  
17 amend the Trust Distribution Procedures.

18  
19 17. **Continuation of Prior Stays and Injunctions.** All of the injunctions and/or  
20 automatic stays provided for in or in connection with the Chapter 11 Cases, whether pursuant to  
21 section 105, section 362 or any other provision of the Bankruptcy Code or other applicable law, in  
22 existence immediately prior to Confirmation shall remain in full force and effect until the Plan  
23 becomes effective, and thereafter, if so provided by the Plan, this Order or by their own terms. In  
24 addition, all actions in the nature of those to be enjoined by the Plan and herein shall be enjoined  
25 during the period between the Confirmation Date and the Effective Date. The Debtors may seek such  
26 further orders as it may deem necessary to preserve the *status quo* during the time between the  
27 Confirmation Date and the Effective Date.  
28

1           18.     This Court and, to the extent required under applicable law, the District Court, shall  
2 have and retain continuing and exclusive jurisdiction, in accordance with the provisions of the Plan  
3 and sections 105(a) and 1142 of the Bankruptcy Code, to the fullest extent permissible, with respect  
4 to all matters arising from or related to the implementation of this Order, including without limitation,  
5 to enforce the releases and injunctions set forth in the Plan.

6           19.     Any liabilities or obligations arising under the Medicare Secondary Payment Act of  
7 1980, as amended, and/or the Medicare, Medicaid and SCHIP Act of 2007, with respect to (i) the  
8 Safety National Payment, or (ii) the use of the Safety National Payment to pay Trust Claims, shall  
9 attach to the Safety National Payment. Furthermore, any rights that the Center for Medicare and  
10 Medicaid Services has with respect to the Safety National Policies shall attach to the proceeds of the  
11 Safety National Policies.

12           20.     All Persons shall be barred and enjoined from asserting any Claims against Safety  
13 National relating to, arising under or in any way connected with the Insurance Policies Safety  
14 National issued to the Debtors, which are being bought back pursuant to the Plan.

15           21.     In any proceeding, suit or action between the Debtors or the Liquidating Trust and any  
16 insurance carrier other than Safety National, where such other insurance carrier has asserted, asserts,  
17 or could assert that it has or may have a contribution claim against Safety National, any judgment  
18 obtained by the Debtors or the Liquidating Trust against, or settlement with, such other insurance  
19 carrier shall be reduced by the amount, if any, that Safety National would have been liable to pay the  
20 other insurance carrier as a result of other insurance carrier's contribution claim, so that the  
21 contribution claim against Safety National is thereby satisfied and extinguished.

22           22.     In order to effectuate the preceding paragraph, the Debtors or the Trust, as applicable,  
23 shall obtain a determination from the court issuing the judgment against the other insurance carrier,  
24 or a release in the settlement, of the amount, if any, which Safety National would have otherwise  
25 been required to pay such other insurance carrier for its contribution claim, but for the Insurance  
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1 Settlement with Safety National, and shall hold any money paid by such other insurance carrier in  
2 escrow until these judgment reduction provisions can be applied.

3         23. Safety National shall not seek reimbursement for any payments it makes under its  
4 Insurance Settlement, whether by way of a contribution claim from any other insurance carrier, other  
5 than its reinsurers in such capacity, to the extent such other insurance carrier agrees also to waive any  
6 contribution claims against Safety National. Notwithstanding the foregoing, if a Person pursues a  
7 contribution claim against Safety National, then Safety National specifically reserves all of its  
8 contribution claims against such Person and shall be free to assert its contribution claims against such  
9 Person. The Debtors and the Liquidating Trust shall use their reasonable best efforts to obtain, from  
10 all other insurance carriers with which either or both of them executes a settlement after the Effective  
11 Date, similar agreements regarding contribution claims.

12         24. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, the  
13 Trust Distribution Procedures, or any settlement agreement, nothing in this Confirmation Order, the  
14 Plan, the Trust Distribution Procedures or any settlement agreement (including any other provision  
15 that purports to be preemptory or supervening) shall in any way operate to impair, or have the effect  
16 of impairing either (a) an insurer's legal, equitable or contractual rights, if any, in any respect, except  
17 to the extent that such insurer's rights are expressly impaired or limited in a settlement agreement to  
18 which it is a party, or, in the case of Continental, by section 8.3 of the Plan, or (b) the legal, equitable  
19 or contractual rights of the Debtors and/or the Liquidating Trust against the Debtors' insurers, if any,  
20 in any respect, except to the extent that such rights are expressly impaired or limited in a settlement  
21 agreement to which the Debtors and/or the Liquidating Trust are parties.

22         25. The appointment of Barry A. Chatz as the initial trustee of the Liquidating Trust is  
23 hereby authorized and approved as consistent with interests of creditors and public policy. Mr. Chatz  
24 and any other individuals retained or appointed by the Liquidating Trust are authorized and directed  
25 to perform their obligations under the Plan and Insurance Settlements, and/or any remaining  
26 obligations of the Debtors under the Plan or the Insurance Settlements.

27         26. The Debtors shall not be reinstated as corporations or otherwise.  
28

1           27.     Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014,  
2 or otherwise, pursuant to Bankruptcy Rule 3020(e), the terms and conditions of this Order shall be  
3 immediately effective and enforceable upon its entry on the docket.

4           28.     All time periods set forth in this Order shall be calculated in accordance with  
5 Bankruptcy Rule 9006(a).

6           29.     **Notice of Entry of Confirmation Order.** On or before the date that is thirty (30)  
7 days after the entry of this Order, the Debtors shall serve by first class mail a notice of the entry of  
8 this Confirmation Order (the "Confirmation Notice") to each of the following at their respective  
9 addresses last known to the Debtor: (i) the Office of the United States Trustee, (ii) the Securities and  
10 Exchange Commission, (iii) the Secretary of the Department of Health and Human Services, (iv) the  
11 Centers for Medicare and Medicaid Services, (v) the United States Attorney for the Northern District  
12 of California, (vi) each party that filed a notice of appearance with the Bankruptcy Court and has not  
13 withdrawn such notice of appearance, (vii) all professionals retained by the Debtors pursuant to  
14 section 327 of the Bankruptcy Code, (viii) law firms or attorneys known to represent holders of Bar  
15 Date Asbestos Personal Injury Claims and/or Supplemental Bar Date Asbestos Personal Injury  
16 Claims, and (vi) any other known holders of Claims against the Debtors, as evidenced by Claims  
17 and/or notices of appearance filed by or on behalf of such holders in this Case. Such service shall  
18 constitute good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7) and 2002(i)-(1) of the  
19 confirmation of the Plan and entry of this Confirmation Order.  
20  
21

22           30.     **Conditions to Effective Date.** The Plan shall not become effective unless and until  
23 the conditions set forth in Section 14.2 of the Plan have been satisfied or waived pursuant to Section  
24 14.3 of the Plan.  
25

26           31.     **Conflicts between Confirmation Order and Plan.** The failure to specifically  
27 include any particular provision of the Plan in this Confirmation Order will not diminish the  
28 effectiveness of such provision, it being the intent of this Court that the Plan is confirmed in its

1 entirety and incorporated herein by this reference. To the extent of any inconsistency between the  
2 provisions of the Plan and this Confirmation Order, the terms and conditions contained in this  
3 Confirmation Order shall govern. The provisions of this Confirmation Order are integrated with each  
4 other and are nonseverable and mutually dependent unless expressly stated by further order of this  
5 Court.

6           32.     **Retention of Jurisdiction** The Court will retain jurisdiction after the Confirmation  
7 Date to determine all: (i) questions and disputes regarding title to the assets of the Debtors; (ii)  
8 disputes concerning the allowance of Claims and Interests, except as otherwise provided in the Trust  
9 Distribution Procedures or Section 8.3 hereof; and (iii) all causes of action, controversies, disputes, or  
10 conflicts, whether or not subject to any pending action as of the Confirmation Date, in which the  
11 Debtors or Liquidating Trustee seek to recover assets or otherwise pursue their rights pursuant to the  
12 provisions of the Bankruptcy Code.

13           33.     In addition, the Court will retain jurisdiction after the Effective Date for the following  
14 additional purposes:  
15

16           (a)     to hear and determine any modification of this Plan pursuant to section 1127 of the  
17 Bankruptcy Code, to cure any defect or omission or reconcile any inconsistency in this Plan, the  
18 Disclosure Statement, or any order of the Court, including the Confirmation Order, in such a manner  
19 as may be necessary or appropriate to carry out the purposes and effects thereof;

20           (b)     to assure the performance by the Liquidating Trustee of his or her obligations to make  
21 Distributions under the Plan;

22           (c)     to issue injunctions, enter and implement other orders and take such other actions as  
23 may be necessary or appropriate to execute, interpret, implement, consummate, or enforce the terms  
24 and conditions of the Plan and the transactions contemplated thereunder, the Confirmation Order, or  
25 any other order of the Court, or to maintain the integrity of the Plan following Confirmation;

26           (d)     to hear and determine disputes arising in connection with the execution, interpretation,  
27 implementation, consummation, or enforcement of the Plan, the Confirmation Order, any transactions  
28 or payments contemplated hereby, or any agreement, instrument or other document governing or  
relating to any of the foregoing;

          (e)     to construe and apply any findings of fact and/or conclusions of law made in this  
Confirmation Order;

1 (f) to adjudicate matters arising in the Cases, including matters relating to the formulation  
and consummation of this Plan;

2 (g) to enter any orders, including injunctions, as are necessary to enforce the title, rights,  
3 and powers of the Debtors and/or the Liquidating Trustee and to impose any limitations, restrictions,  
terms and conditions on the title, rights, and powers as the Court may deem necessary;

4 (h) to hear and determine any dispute involving or affecting the validity and enforceability  
5 of the discharges, releases, injunctions, and exculpatory relief set forth in Article 7 of the Plan;

6 (i) to enter a Final Decree closing the Cases;

7 (j) to correct any defect, cure any omission, or reconcile any inconsistency in this Plan or  
8 the Confirmation Order as may be necessary to carry out the purposes and intent of this Plan;

9 (k) to enter, implement, or enforce such orders as may be appropriate in the event the  
10 Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

11 (l) to hear and allow applications for fees and expenses of Professionals pursuant to  
sections 330, 331, 503(b), 1103 and 1129(a)(4) of the Bankruptcy Code;

12 (m) to adjudicate any adversary proceedings brought by the Debtors, or the Liquidating  
13 Trustee, whether or not such adversary proceedings have been commenced before or after the  
Effective Date;

14 (n) to decide issues concerning federal tax reporting and withholding that arise in  
15 connection with the confirmation or consummation of this Plan;

16 (o) to decide issues concerning state, local, and federal taxes in accordance with sections  
17 346, 505 and 1146;

18 (p) to adjudicate any issues concerning assumption or rejection of any executory contracts  
and unexpired leases, including any disputes concerning Rejection Damage Claims or Cure Claims;

19 (q) to hear and determine any and all objections to any Claims, including Administrative  
20 Claims, or Interests, including the allowance, classification, priority, secured status, compromise,  
estimation, or payment thereof;

21 (r) to hear and determine any litigation or causes of action belonging to the Debtors or  
22 their successors and assigns, the Estates or to the Liquidating Trust;

23 (s) to consider and, to the extent appropriate, approve proposed amendments to the Trust  
24 Distribution Procedures; and

25 (t) to hear and determine any other matter related hereto and not inconsistent with the  
26 Bankruptcy Code and title 28 of the United States Code.

27 Dated: September \_\_, 2012  
Oakland, California

\_\_\_\_\_  
Hon. Roger L. Efremsky  
United States Bankruptcy Judge