

	)	
In re:	)	
	)	Case No. 04-27848-MBM
ACR MANAGEMENT, L.L.C., <u>et al.</u> , <sup>1</sup>	)	
	)	Chapter 11
	)	
Debtors.	)	(Jointly Administered)
	)	
ACR MANAGEMENT, L.L.C., et al.,	)	Document No. ____
	)	
	)	
Movants,	)	
	)	
	)	
v.	)	
	)	
NO RESPONDENT.	)	
	)	

Upon the motion of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for an order authorizing and approving omnibus procedures for settling certain claims and causes of action of the Debtors against third parties (the “Motion”),<sup>2</sup> and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and

<sup>1</sup> The Debtors are the following entities: ACR Management, L.L.C., Anthony Crane Rental Holdings, L.P., ACR/Dunn Acquisition, Inc., Anthony Crane Capital Corporation, Anthony Crane Holdings Capital Corporation, Anthony Crane International, L.P., Anthony Crane Sales & Leasing, L.P., Anthony International Equipment Services Corporation, Anthony Sales & Leasing Corporation, Carlisle Equipment Group, L.P., Carlisle GP, L.L.C., Husky Crane, Inc., Anthony Crane Rental, L.P., d/b/a Maxim Crane Works, Maxim Crane Works, LLC, Sacramento Valley Crane Service, Inc., The Crane & Rigging Company, LLC, Thompson & Rich Crane Service, Inc.

Capitalized terms used but not defined herein shall have the same meaning as in the Motion.

1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, it is

ORDERED, that the Motion is granted; and it is further

ORDERED, that the Debtors are authorized to settle actual claims and causes of action (the “De Minimis Claims”) involving the Debtors against the Settling Parties, where such claims are filed in a judicial, administrative, arbitral or other action or proceeding brought by the Debtors, in accordance with the following procedures:

- (a). For purposes hereof, a non-insider will mean any Settling Party that is not an insider, as such term is defined in section 101(31) of the Bankruptcy Code;
- b. The Debtors will not agree to any settlements unless, in their business judgment, such settlement is merited based on consideration of: (i) the probability of success if the claim is litigated or arbitrated; (ii) the complexity, expense and likely duration of any litigation or arbitration with respect to the claim; (iii) other factors relevant to assessing the wisdom of the settlement; and (iv) the fairness of the settlement vis-a-vis the Debtors’ estates, creditors and shareholders;
- c. No settlement will be effective unless it is executed by an officer of the Debtors or their counsel;
- d. Subject to subparagraphs (a) through (c) above, with respect to any Settled Amount that does not exceed \$250,000, the Debtors, in their discretion, may agree to settle such claim or cause of action on any reasonable terms, and may enter into, execute and consummate a written agreement of settlement that will be binding on it and its estate without notice by the

Debtors or further action by this Court, provided however that the Debtors, in quarterly reports, shall give written notice of such settlements to the Notice Parties<sup>3</sup>, which notice shall consist of (w) an identification and description of the De Minimis Claim settled, (x) identification of the counterparty to the settlement, (y) the Settlement Amount received or to be received by the Debtors, and (z) the significant terms of the settlement (collectively, the “Notice Contents”).

- e. Subject to subparagraphs (a) through (c) above, with respect to any Settled Amount that equals or exceeds \$250,000 but does not exceed \$1,500,000, the Debtors, in their discretion, may agree to settle such claim or cause of action only if it provides written notice, via facsimile transmission, to the Notice Parties of the terms of the settlement, and such terms are not objected to in writing by any of the Notice Parties within ten (10) days after the date of transmittal of such written notice; and in the absence of any such objection, the Debtors may enter into, execute and consummate a written agreement of settlement that will be binding on it and its estate;
- f. If any of the Notice Parties object to any settlement within ten (10) days after the date of transmittal of the notice of such proposed settlement, and the Debtors, in their sole discretion, still desire to enter into the proposed settlement with the Settling Party, the execution of the settlement shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after a hearing;
- g. Subject to subparagraphs (a) through (c) above, with respect to any Settled Amount that equals or exceeds \$1,500,000, such settlement shall only be consummated upon order of the Court;
- h. For purposes of determining the applicable dollar amount of a De Minimis Claim in order to permit the settlement of such claim pursuant to this Motion (the “Settled Amount”), the Debtors propose that, for claims by the Debtors against the Settling Parties, the Settled Amount shall equal the dollar amount upon which the Debtors and the applicable Settling Party ultimately agree in resolving each such De Minimis Claim; and
- i. Any settlement that is not authorized pursuant to the foregoing procedures, or pursuant to any other Order of this Court, will be authorized only upon separate order of this Court upon a motion of the Debtors served upon the necessary parties-in-interest.

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<sup>3</sup> The Notice Parties are: the United States Trustee; counsel to the Agent for the DIP Lenders; counsel to the Agent for the Prepetition Senior Lenders; counsel to the Term B Lenders; counsel to the Term C Lender and counsel to the creditors’ committee.

and it is further

ORDERED, that the Debtors are authorized to take all necessary actions to implement the relief granted hereby; and it is further

ORDERED, that notwithstanding the possible applicability of FED. R. BANKR. P. 6004(g), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

ORDERED, that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge