

Hearing Date: August 22, 2019 at 10:00 a.m.
Objection Deadline: August 15, 2019 at 5:00 p.m.

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Counsel for Adam Meislik, Liquidating Trustee
of AirFastTickets, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
AIRFASTTICKETS, INC., : Case No. 15-11951(SHL)
Debtor. :
:

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**LIQUIDATING TRUSTEE’S MOTION FOR ORDER APPROVING COMPROMISE OF
CONTROVERSY BETWEEN THE LIQUIDATING TRUSTEE AND AMERICAN
EXPRESS COMPANY PURSUANT TO FEDERAL RULE OF BANKRUPTCY
PROCEDURE 9019; MEMORANDUM OF POINTS AND AUTHORITIES, AND
DECLARATION OF ADAM MEISLIK IN SUPPORT**

Adam Meislik, the Liquidating Trustee (“Trustee”) of the Liquidating Trust
 (“Trust”) of AirFastTickets, Inc. (“Airfast” or “Debtor”), submits this *Motion for Order
 Approving Compromise of Controversy Between the Liquidating Trustee and American
 Express Company Pursuant to Federal Rule of Bankruptcy Procedure 9019* (“Motion”).

In support of the Motion, the Trustee submits the following memorandum of points and authorities and the Declaration of Adam Meislik.

I. INTRODUCTION

By this Motion, the Trustee seeks approval of a settlement between the Trustee and American Express Company (“AEC” or “AmEx”) (together, “Parties”), on the terms and conditions set forth in the proposed Settlement Agreement (“Agreement”) attached hereto as **Exhibit 1**. The Agreement resolves, among other things, the dispute arising from certain alleged fraudulent transfers by the Debtor. The Trustee believes the Agreement is in the best interests of creditors in that it eliminates the delay, cost and uncertainty of continuing litigation, provides for the immediate payment of a significant sum to the Trustee, on behalf of the Trust, and dismisses the entirety of the Adversary Proceeding (defined below). The Agreement is fair and reasonable and is a valid exercise of the Trustee’s business judgment. The Agreement was also entered into in good faith and was negotiated at arm’s length. Therefore, the Trustee requests that the Court enter an order pursuant to Federal Rule of Bankruptcy Procedure 9019 authorizing the Trustee to enter into the Agreement and approving the terms of the compromise as agreed upon by the Parties. A copy of the proposed order (“Order”) is attached hereto as **Exhibit 2**.

II. BACKGROUND

A. General Background

On July 27, 2015, certain of the Debtor’s creditors filed an involuntary petition against Airfast. On September 21, 2015, the Debtor filed an answer, consenting to the entry of an order for relief under the Bankruptcy Code, and the Debtor’s case is being

administered under Case No. 15-11951 (“Bankruptcy Case”) in the Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”). Upon the Debtor’s motion, the Bankruptcy Case was converted to chapter 11 of the Bankruptcy Code on October 27, 2015.

The Debtor’s chapter 11 plan of liquidation (“Plan”) was confirmed on October 13, 2016, resulting in the appointment of Mr. Meislik as the Liquidating Trustee and the absolute and unconditional assignment to the Trust of all assets of the Debtor and its estate, including cash and various causes of action.

B. Adversary Proceeding and Proof of Claim

On or about September 21, 2017, the Trustee filed a complaint commencing an adversary proceeding against AEC in the Bankruptcy Court, Adv. Pro. No. 17-01130-shl (“Adversary Proceeding”), pursuant to Chapter 5 of the United States Bankruptcy Code and similar state statutes, asserting claims to avoid and recover certain alleged fraudulent transfers by the Debtor (“Transfers”).

AmEx has asserted various defenses and denies liability for the Trustee’s claims in the Adversary Proceeding.

On or about January 5, 2016, American Express Bank, FSB filed Proof of Claim No. 8 in the Bankruptcy Court (“Proof of Claim”) which asserts a general unsecured claim in the amount of \$1,010,789.22 on the stated basis of credit card debt. American Express Bank, FSB has since merged with American Express National Bank, with American Express National Bank as the surviving entity after the merger.

The Trustee and AmEx, having informally exchanged documents and information and evaluated the strengths and weaknesses of their respective claims and defenses,

and without any admissions as to their respective positions, seek to compromise and settle the Trustee's claims in their entirety on the terms and conditions described below, in order to avoid the expenses and risks of further litigation.

A continued status conference is set for October 10, 2019. The Parties have reached a settlement and the Trustee seeks approval of the settlement.

C. Trustee's Authority to Enter Into the Agreement

Pursuant to the Plan, the Debtor entered into the Liquidating Trust Agreement with the Trustee. The Liquidating Trust Agreement provides that the Trustee may manage the Trust Assets subject only to specific limitations set forth in the Liquidating Trust Agreement or the Plan, and requires that the Trustee obtain the consent of the majority of the Liquidating Trust Advisory Board ("Board") (which comprises the Trustee, Edgar Park, and Jeff Golden) before taking certain actions, including the settlement of any cause of action or avoidance action in excess of \$75,000. The Trustee advised the Board of the proposed settlement and recommended approval of the Agreement. The majority of the Board indicated that it supports the Agreement.

III. TERMS OF THE PROPOSED SETTLEMENT

The Parties desire to avoid the uncertainty of the pending Adversary Proceeding and to spare additional legal fees and costs in connection with the Adversary Proceeding and the Proof of Claim. Therefore, the Parties have entered into the Agreement, a copy of which is attached as **Exhibit 1**. The Agreement is made in an effort to maximize the return to creditors. The salient terms of the Agreement provide¹:

¹ Parties are advised to consult the Agreement for all definitions, terms and conditions.

1. Bankruptcy Court Approval. The Agreement is subject to approval of the Court. If the Trustee receives the Settlement Payment prior to such approval, the Trustee shall hold the Settlement Payment in a trustee escrow account pending the entry of a final order by the Bankruptcy Court approving the Agreement or, if there is an appeal, until entry of a final order with respect to the appeal (“Effective Date”). In the event that the Court does not approve this Agreement or there is a final, non-appealable order of an appellate court reversing an order of the Bankruptcy Court approving this Agreement, (i) the Trustee shall promptly return the Settlement Payment to AmEx, and (ii) the Agreement shall be null and void with the Parties returning to their original respective positions with no rights waived.
2. Settlement Payment. AmEx shall cause the sum of \$495,000.00 to be paid to the Trustee (“Settlement Payment”), and subject to the occurrence of the Effective Date, the Trustee shall accept the Settlement Payment in full and final satisfaction of any and all claims that the Trustee has asserted or could have asserted against AmEx. The Settlement Payment shall be paid within thirty (30) days following the later to occur of (a) delivery to counsel for AmEx of an IRS Form W-9 completed by the payee of the Settlement Payment, as provided below; and (b) receipt by AmEx’s counsel of the fully executed Agreement. The Settlement Payment shall be made by check payable to “Adam Meislik, as Liquidating Trustee of The Liquidating Trust of AirFastTickets, Inc.” and delivered to Reem J. Bello, Esq., Weiland Golden Goodrich LLP, 650 Town Center Drive, Suite 600, Costa Mesa, CA 92626.

3. Releases. The Parties shall exchange the releases set forth in the Agreement.
4. Dismissal with Prejudice of the Adversary Proceeding. As soon as practicable after receipt of the Settlement Payment and occurrence of the Effective Date, the Trustee shall dismiss the Adversary Proceeding with prejudice, with each Party to bear its own attorneys' fees and costs of suit.

IV. **MEMORANDUM OF POINTS AND AUTHORITIES**

A. **Standard for Approving a Settlement Pursuant to Federal Rule of Bankruptcy Procedure 9019(a)**

Federal Rule of Bankruptcy Procedure 9019(a) provides:

On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States Trustee, the debtor, and indenture trustees as provided in Rule 2002 and to any other entity as the court may direct.

The standard to be applied to the approval of a settlement includes the probability of success of any litigation, the difficulties in collection on a judgment, the complexity of the matter, the expense, inconvenience or delay occasioned by resolution through litigation, and interests of creditors, and the reasonableness of the compromise. See *In re A&C Properties*, 784 F.2d 1377, 1380-81 (9th Cir. 1986), *cert. den.*, *Martin v. Robinson*, 479 U.S. 854, 107 S.Ct. 189 (1989). Although the court is to consider the range of results in litigation, "the court's assessment does not require resolution of the issues, but only their identification, so that the reasonableness of the settlement may be evaluated." *In re Hermitage Inn, Inc.*, 66 B.R. 71, 72 (Bankr. D. Colo. 1986).

In ruling on a proposed compromise, a bankruptcy court should give substantial weight to the trustee's views as to the merits of the compromise and settlement, and should not substitute its own judgment for that of the trustee. See *In re Blair*, 538 F.2d 849, 851 (9th Cir. 1976); see also *In re Calra Leather, Inc.*, 44 B.R. 457, 466 (Bankr. S.D.N.Y. 1984). Nor does the Court need to conduct an extensive investigation into the merits of the claims that the parties seek to settle. See *In re Walsh Const., Inc.*, 669 F.2d 1325, 1328 (9th Cir. 1982). Rather, the court should "canvass the issues and see whether the settlement 'fall[s] below the lowest point in the range of reasonableness.'" *In re W.T. Grant*, 699 F.2d 599, 608 (2d Cir. 1982); see also *In re Bell & Beckwith*, 87 B.R. 472, 474 (N.D. Ohio 1987). Consideration must also be given to the principle that the law favors compromise and not litigation for its own sake. See *Blair*, 538 F.2d at 851.

Under the standards set forth above, the Trustee believes the Agreement is in the best interest of the Trust and the Estate's creditors.

1. Probability of Success in Litigation

While the Trustee is confident he will prevail in the Adversary Proceeding, the probability of success in litigation is inherently uncertain. For its part, AmEx denies liability for the Trustee's claims in the Adversary Proceeding and has asserted various defenses, including that the Transfers were taken in good faith for reasonably equivalent value. The Trustee believes the Transfers are avoidable, but the Trustee's position is not bulletproof.

2. Inconvenience of the Delay/Best Interest of Creditors

Absent the proposed settlement, the Trustee must continue litigating the Adversary Proceeding, which would be expensive and time consuming. Further litigation will only lead to unnecessary administrative expenses and a significant period of time being spent by both the Parties and the Court on issues that can be and are resolved through the Agreement.

3. The Settlement Agreement is the Product of Active Negotiations

The Agreement is the result of active negotiations between the Parties which took place over two years through dozens of telephone conversations, exchanges of settlement offers, settlement negotiations, and e-mails and involved multiple drafts of the Agreement.

4. The Agreement is Fair and Reasonable and in the Best Interest of the Estate and Creditors

Section 704(a)(1) provides that the Trustee must “collect and reduce to money the property of the estate . . . and to close the estate as expeditiously as is compatible with the best interests of creditors.” 11 U.S.C. § 704(a)(1). By entering into the Agreement, the Trustee is satisfying his statutory duties and providing the means for a distribution to creditors.

While the possibility of a larger recovery in the Adversary Proceeding exists, any increase gained through prolonged litigation could easily be offset by the additional cost and delay in payment. Moreover, the possibility of a lower recovery or even no recovery after further litigation cannot be ruled out. Here, the benefit of the Agreement to creditors in the form of immediate payment of \$495,000.00 (not when the Court

approves the Agreement), is significant and will allow the Trustee to provide creditors with a meaningful recovery.

The proposed settlement is fair and reasonable and a valid exercise of the Trustee's reasonable business judgment. Further, the compromise was entered into in good faith and was negotiated at arms' length. Accordingly, the Trustee requests that the Court enter an order pursuant to Bankruptcy Rule 9019 authorizing the Trustee to enter into the Agreement and approving the terms of the compromise as agreed upon by the Parties.

V. NO PRIOR REQUEST

No prior request for the relief sought herein has been made to this or any other court.

VI. NOTICE

Notice of this Motion will be served on (a) all counsel of record for AmEx, (b) all creditors with an interest in the Trust, (c) the United States Trustee, and (d) all parties who filed a notice of appearance and request for documents in the case.

VII. CONCLUSION

Based on the foregoing, the Trustee respectfully requests that this Court enter an order granting the Motion as follows:

1. Finding that notice of the Motion is proper and adequate;
2. Approving the terms of the Agreement, a copy of which is attached as

Exhibit 1, and authorizing the Trustee to enter into the Agreement;

3. Authorizing the Trustee to execute any documents or take any actions reasonably necessary to effectuate the terms of the Agreement; and

4. Granting such other and further relief as the Court may deem just and proper.

Respectfully submitted,

DATED: August 1, 2019

WEILAND GOLDEN GOODRICH LLP

By: /s/ Reem J. Bello
Reem J. Bello
Counsel for Adam Meislik, Liquidating
Trustee of AirFastTickets, Inc.

DECLARATION OF ADAM MEISLIK

I, Adam Meislik, declare:

1. I am the duly appointed Liquidating Trustee of the Liquidating Trust of AirFastTickets, Inc. Unless otherwise stated, I know each of the following facts to be true of my own personal knowledge and if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the *Motion for Order Approving Compromise of Controversy Between the Liquidating Trustee and American Express Company Pursuant to Federal Rule of Bankruptcy Procedure 9019* ("Motion"). For ease of reference, I use the same defined terms as the Motion

2. I have reviewed the Agreement, a true and correct copy of which is attached as **Exhibit 1**, and believe the settlement contemplated in the Motion is fair and reasonable, in the best interest of creditors, and within my sound business judgment, for the reasons stated in the Motion.

3. The proposed settlement with AmEx, which is represented by counsel, was entered into in good faith and was negotiated at arms' length.

4. I advised the Board of the proposed settlement and recommended approval of the Agreement. The majority of the Board indicated that it supports the Agreement.

5. A true and correct copy of the proposed Order is attached as **Exhibit 2**.

I declare under penalty of perjury that the foregoing is true and correct

Executed this 1st day of August, 2019, at Newport Beach, California.



Adam Meislik

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into as of this ___ day of August, 2019, by and between Adam Meislik, as the Liquidating Trustee (the "Trustee") of The Liquidating Trust (the "Trust") of AirFastTickets, Inc. ("Airfast" or the "Debtor"), and American Express Company ("AEC" or "AmEx"). The Trustee and AmEx are also referred to below individually as a "Party" or collectively as the "Parties."

WHEREAS:

A. On July 27, 2015, certain of the Debtor's creditors filed an involuntary petition against Airfast. On September 21, 2015, the Debtor filed an answer, consenting to the entry of an order for relief under the Bankruptcy Code, and the Debtor's case is being administered under Case No. 15-11951 (the "Bankruptcy Case") in the Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Upon the Debtor's motion, its case was converted to chapter 11 of the Bankruptcy Code on October 27, 2015.

B. The Debtor's chapter 11 plan of liquidation was confirmed on October 13, 2016, and Mr. Meislik was appointed as the Trustee.

C. On or about September 21, 2017, the Trustee filed an adversary proceeding against AEC in the Bankruptcy Court, Adv. Pro. No. 17-01130-shl (the "Adversary Proceeding"), pursuant to Chapter 5 of the United States Bankruptcy Code and similar state statutes, asserting claims to avoid and recover certain alleged fraudulent transfers by the Debtor.

D. On or about January 5, 2016, American Express Bank, FSB filed Proof of Claim No. 8 in the Bankruptcy Court (the "Proof of Claim"); American Express Bank, FSB has since merged with American Express National Bank, with American Express National Bank as the surviving entity after the merger.

E. AmEx has asserted various defenses and denies liability for the Trustee's claims in the Adversary Proceeding.

F. The Trustee and AmEx, having informally exchanged documents and information and evaluated the strengths and weaknesses of their respective claims and defenses, and without any admissions as to their respective positions, are desirous of compromising and settling the Trustee's claims in their entirety, in order to avoid the expenses and risks of further litigation, on the following terms and conditions.

NOW THEREFORE, in consideration of the premises and mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Settlement Payment.** AmEx shall cause the sum of \$495,000.00 to be paid to the Trustee (the "Settlement Payment"), and subject to the occurrence of the Effective Date, the Trustee shall accept the Settlement Payment in full and final satisfaction of any and all claims that the Trustee has asserted or could have asserted against AmEx. The Settlement Payment shall be

paid within thirty (30) days following the later to occur of (a) delivery to counsel for AmEx of an IRS Form W-9 completed by the payee of the Settlement Payment, as provided below; and (b) receipt by AmEx's counsel of the fully executed Agreement. The Settlement Payment shall be made by check payable to "Adam Meislik, as Liquidating Trustee of The Liquidating Trust of AirFastTickets, Inc." and delivered to Reem J. Bello, Esq., Weiland Golden Goodrich LLP, 650 Town Center Drive, Suite 600, Costa Mesa, CA 92626.

2. **Court Approval of Settlement.** This Agreement is conditioned upon and shall not become effective unless and until it is approved by the Bankruptcy Court. If the Trustee receives the Settlement Payment prior to such approval, the Trustee shall hold the Settlement Payment in trust pending the entry of a final order by the Bankruptcy Court approving the Agreement or, if there is an appeal, until entry of a final order with respect to the appeal (the "Effective Date"). In the event that the Court does not approve this Agreement or there is a final, non-appealable order of an appellate court reversing an order of the Bankruptcy Court approving this Agreement, (i) the Trustee shall promptly return the Settlement Payment to AmEx, and (ii) this Agreement shall be null and void with the Parties returning to their original respective positions with no rights waived.

3. **The Trustee's Release.** Except for the obligations contained in this Agreement, and upon receipt of the Settlement Payment and occurrence of the Effective Date, the Trustee, on behalf of himself in his capacity as Trustee, the Trust, the Debtor and the Debtor's bankruptcy estate, releases and discharges AmEx and their affiliates, including, without limitation, American Express Services Europe Limited, American Express Travel Related Services Company, Inc. and American Express National Bank successor by merger to American Express Bank, FSB, and formerly known as American Express Centurion Bank (the "AmEx Affiliates"), and their respective officers, directors, agents, employees, and attorneys (collectively, the "AmEx Parties"), from any and all actual or potential claims, demands, obligations, losses, causes of action, damages, penalties, costs, expenses, attorneys' fees, liabilities, and indemnities, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, arising from or relating to any claims asserted or that could have been asserted against the AmEx Parties by the Trustee, the Trust or the Debtor, or otherwise related in any manner to the Debtor or the Bankruptcy Case, at any time prior to the execution of this Agreement, including, without limitation, any claims under Chapter 5 of the Bankruptcy Code or comparable state statutes. The Trustee acknowledges that he or his attorneys may hereafter discover facts different from or in addition to the facts that he now knows or believes to be true as to the subject matter of this Agreement, but that it is his intention to hereby fully and finally release the claims set forth in this paragraph, notwithstanding the discovery of any such different or additional facts.

4. **AmEx's Release.** Except for the obligations contained in this Agreement, and upon delivery of the Settlement Payment and occurrence of the Effective Date, AmEx, on behalf of itself and the AmEx Affiliates, releases and discharges the Trustee, the Trust, Debtor and the Debtor's bankruptcy estate, and the Trustee's agents, employees and attorneys (collectively, the "Trustee Released Parties"), from any and all actual or potential claims, demands, obligations, losses, causes of action, damages, penalties, costs, expenses, attorneys' fees, liabilities, and indemnities, whether known or unknown, suspected or unsuspected, arising from or relating to any claims asserted or that could have been asserted against the Trustee Released Parties by AmEx or the AmEx Affiliates related to the Debtor or the Bankruptcy Case at any time prior to the execution

of this Agreement, including without limitation any claim under 11 U.S.C. § 502(h) related to the Settlement Payment; provided, however, this release does not extend to: (i) any contractual obligations (including charges on credit or charge cards) by any entity or individual other than the Debtor; or (ii) any claims by AmEx or the AmEx Affiliates that have been timely filed or scheduled in the Bankruptcy Cases, including without limitation the Proof of Claim. AmEx acknowledges that it or its attorneys may hereafter discover facts different from or in addition to the facts that they now know or believe to be true as to the subject matter of this Agreement, but that it is AmEx's intention to hereby fully and finally release the claims set forth in this paragraph, notwithstanding the discovery of any such different or additional facts.

5. **Dismissal with Prejudice of the Adversary Proceeding.** As soon as practicable after receipt of the Settlement Payment and occurrence of the Effective Date, the Trustee shall dismiss the Adversary Proceeding with prejudice, with each Party to bear its own attorneys' fees and costs of suit.

6. **No Admission of Liability.** Nothing in this Agreement shall be construed as an admission of liability by any Party to the Agreement.

7. **Merger and Integration.** This document sets forth the entire agreement of the Parties and all prior and contemporaneous conversations, agreements, understandings, covenants, representations, and negotiations with respect to the subject matter hereof are merged herein and superseded hereby. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the Parties with respect to the subject matter hereof.

8. **Counterparts.** This Agreement can be signed in facsimile or PDF counterparts.

9. **Jurisdiction.** The Bankruptcy Court shall retain jurisdiction to enforce and construe the terms and provisions of this Agreement.

10. **Governing Law.** This Agreement is made and entered into under the laws of the State of New York and Title 11 of the United States Code, and shall be interpreted, applied, and enforced under those laws. The Parties hereto agree that this Agreement shall be governed by the laws of the State of New York and Title 11 of the United States Code, and any litigation concerning this Agreement shall be held in the Bankruptcy Court.

11. **No Presumption.** There shall be no drafting inference in connection with this Agreement.

12. **Review by Counsel.** By signing this Agreement, the Parties represent that they have reviewed this Agreement with counsel or have been given an opportunity to review it with counsel and have chosen not to do so.

13. **Authority.** By signing this Agreement, the Parties represent that they have full authority to enter into this Agreement.

14. **Miscellaneous.** The Parties shall bear their respective costs, expenses, and attorneys' fees incurred in connection with this Agreement. This Agreement may be amended, modified, or otherwise changed only in a writing signed by both Parties and, if applicable, with Bankruptcy Court approval. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, predecessors, and assigns. The Parties agree to, on request of the other Party, to perform all acts reasonably necessary to effectuate this Agreement.

**ADAM MEISLIK, AS
LIQUIDATING TRUSTEE OF THE LIQUIDATING
TRUST OF AIRFAST TICKETS, INC.**



08/01/2019

Dated: _____

AMERICAN EXPRESS COMPANY

By: _____

Dated: _____

Title: _____

EXHIBIT 2

WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No.
rbello@lwgflp.com
650 Town Center Drive, Suite 600
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Telephone: (714) 966-1000
Facsimile: (714) 966-1002

Counsel for Adam Meislik, Liquidating Trustee
of AirFastTickets, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
AIRFASTTICKETS, INC., : Case No. 15-11951(SHL)
Debtor. :
:
-----X

**ORDER APPROVING COMPROMISE OF CONTROVERSY BETWEEN THE
LIQUIDATING TRUSTEE AND AMERICAN EXPRESS COMPANY PURSUANT TO
FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019**

Upon consideration of the motion ("Motion")¹ of Adam Meislik, the Liquidating Trustee ("Trustee") of AirFastTickets, Inc. ("Debtor"), which seeks entry of an order approving a settlement between the Trustee and American Express Company, as more fully set forth in the Motion; and the Court having jurisdiction over the Motion and the relief requested therein; and it appearing that due and adequate notice of the Motion

¹ All capitalized terms not specifically defined herein shall have the meaning provided in the Motion.

has been given and that no other or further notice need be given; and it appearing that the legal and factual bases for the Motion establish just cause for the relief granted herein; and it further appearing that the requested relief is reasonable, proper and in the best interests of the Liquidating Trust and creditors; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the terms of the Agreement, a copy of which is attached as **Exhibit 1** to the Motion, are approved and the Trustee is authorized to enter into the Agreement; and it is further

ORDERED that the Trustee is authorized to execute any documents or take any actions reasonably necessary to effectuate the terms of the Agreement; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
August ____, 2019

HON. SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE