

**ENTERED**

TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET



**The following constitutes the ruling of the court and has the force and effect therein described.**

A handwritten signature in black ink, appearing to read "Hay G. C. Jones", written over a horizontal line.

**United States Bankruptcy Judge**

**Signed April 9, 2010**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**In re:**

**ERICKSON RETIREMENT  
COMMUNITIES, LLC, *et al.*,<sup>1</sup>**

**Debtors.**

§  
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§

**Case No. 09-37010 (SGJ)  
Chapter 11  
(Jointly Administered)**

**STIPULATION AND ORDER PROVIDING  
LIMITED RELIEF FROM THE AUTOMATIC STAY**

**WHEREAS**, on October 19, 2009 (the "Petition Date"), the above captioned debtors and debtors in possession (the "Debtors") each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and have continued in the management and operation of their businesses and properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108 of the Bankruptcy Code; and

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<sup>1</sup>The Debtors in these chapter 11 cases are Erickson Retirement Communities, LLC, Ashburn Campus, LLC, Columbus Campus, LLC, Concord Campus GP, LLC, Concord Campus, LP, Dallas Campus GP, LLC, Dallas Campus, LP, Erickson Construction, LLC, Erickson Group, LLC, Houston Campus, LP, Kansas Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC, Warminster Campus, LP.

**WHEREAS**, Victor Tavares (“Tavares”) is a creditor who, suffered a personal injury on August 10, 2006 due to a debilitating fall that he suffered while on the job at the Debtors’ Maris Grove location at 100 Maris Grove Way, Glen Mills, PA. and is now a paraplegic; and

**WHEREAS**, prior to the Petition Date, Tavares filed his Amended Complaint in the Court of Common Pleas Philadelphia County, PA styled as *Cause No. 6194 in re Victor Tavares v Mega Construction Corp of NJ, Inc., Erickson Construction, LLC, Erickson Retirement Communities, LLC Concord Campus, LP, Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP* (the “Lawsuit”); and

**WHEREAS**, Tavares asserts that at the time of Tavares’ injury, upon information and belief, Debtors had insurance protection in place to assist them in paying valid claims of persons injured while on the job. The Lawsuit is currently stayed as a result of the automatic stay under action 362 of the Bankruptcy Code; and

**WHEREAS**, the Lawsuit was in the final stages of the litigation at the time the stay was imposed with the case expected to be trial ready in January of 2010. and

**WHEREAS**, Tavares asserts its request to proceed with the Lawsuit to final judgment in the non-bankruptcy forum to pursue the Debtor defendants along with the remaining non-bankrupt defendants. Tavares’ claims are covered by the Debtors’ insurance policy. The Debtors have counsel which is defending the lawsuit in the non-bankruptcy forum; and

**WHEREAS**, the parties hereto desire to stipulate to modify the automatic stay provided in Bankruptcy Code section 362 so as to permit Tavares to proceed with his Lawsuit against the Debtor defendants along with the remaining non-bankrupt defendants in an effort to enforce his rights and remedies against the Debtors’ insurance policy;

**NOW, THEREFORE**, it is hereby stipulated and agreed by and between the Debtors and Tavares (collectively, the “Parties”) hereto as follows:

1. The automatic stay is hereby terminated to permit Tavares to proceed with the Lawsuit pending in the Court of Common Pleas Philadelphia County, PA styled as *Cause No. 6194, In Re Victor Tavares v. Mega Construction Corp of NJ, Inc., Erickson Construction, LLC, Erickson Retirement Communities, LLC Concord Campus, LP, Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP*, and to allow Tavares to recover and collect against any applicable insurance policies or proceeds from such policies.

2. Tavares shall seek recovery only from any applicable insurance policies or proceeds from such policies.

3. The Parties are authorized to enter into any related or ancillary agreements necessary or required to effectuate this Stipulation without obtaining court approval of such related or ancillary agreements.

4. This Stipulation shall be binding upon and inure to the benefit of the Parties and each of their respective predecessors, estates, successors and assigns.

5. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall, when executed and delivered, constitute one and the same agreement. This Stipulation may be executed by facsimile signature and in counterparts, which shall have the same effect and force as an original signature.

6. This Stipulation is subject to the approval of this Court and upon such approval shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Nothing in this Stipulation shall be deemed effective unless this Court approves this Stipulation. In the event this Court declines to approve this Stipulation, the Parties hereto shall

return to their respective rights and obligations existing prior to the execution of this Stipulation.

Nothing in this Stipulation shall be deemed an admission of the Parties.

### End of Order ###

/s/Vincent P. Slusher (signature permission on file)

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