

# EXHIBIT D

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

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In re:

Chapter 11

TAYLOR BEAN & WHITAKER MORTGAGE CORP.,  
*et al.*,

Case No. 09-07047 JAF

Debtors.

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NICHOLAS A. CALLAHAN, JULIE WHITEAKER,  
ERIC E. ANDERSON, CHRIS ESCANDON, CHARLES  
VAN HARTSELL III, DEBRA ORLANDO, DEZI  
TEIANN JESSOP, WILLIAM P. HICKEY III and  
TANJANIKA CARTER, on behalf of themselves and all  
others similarly situated,

Adv. Pro. No. 09-00439-JAF

Plaintiffs,

v.

TAYLOR BEAN & WHITAKER MORTGAGE CORP.  
*et al.*,

Defendants.

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**FINAL ORDER (A) APPROVING SETTLEMENT BETWEEN  
THE PLAN TRUST AND THE WARN CLASS PLAINTIFFS AND (B) DISMISSING  
THIS ADVERSARY PROCEEDING WITH PREJUDICE**

The Court has considered the joint motion dated October \_\_, 2011, of the above-  
Taylor, Bean and Whitaker Plan Trust (the "Plan Trust") and class representatives Nicholas  
Callahan, Julie Whiteaker, Eric Anderson, Chris Escandon, Charles Van Hartsell III, Debra  
Orlando, Dezi Teiann Jessop, William Hickey III and Tanjanika Carter on (the "*Class  
Representatives*"), on behalf of themselves and similarly situated class members (together with  
the Class Representatives, but excluding the Opt-Outs, the "*Class Members*"), for an order

approving the proposed *Settlement Agreement* and Release (the “*Settlement Agreement*”)<sup>1</sup> settling WARN Act class claims and certain other claims (the “*Joint Motion*”) [Dkt. No. \_\_\_\_].

The Settlement Agreement is attached as Exhibit A to the Joint Motion. The Court finds:

A. The Court entered an Order on \_\_\_\_\_, 2011 [Dkt. No. \_\_\_\_] granting preliminary approval of the Settlement Agreement and approving the form and manner of notice of the Settlement Agreement and the deadline for objections to be given to all Class Members;

B. Due notice has been given to the Class of the proposed Settlement Agreement, the right to object to the proposed Settlement Agreement and the right to appear in person or by counsel at the fairness hearing; and no other and further notice is required and such notice is deemed proper and sufficient under the circumstances;

C. The Court held a fairness hearing on \_\_\_\_\_, 2011 to consider final approval of the Settlement Agreement;

D. All Class Members who did not exercise the right to opt-out of the Class (the “*Opt-Outs*”) are bound by this Order and the terms of the Settlement Agreement;

E. The terms of the Settlement Agreement are fair, reasonable and adequate under Federal Rule of Civil Procedure 23 incorporated by Rule 7023 of the Federal Rules of Bankruptcy Procedure;

F. The Settlement Agreement was negotiated at arm’s-length and in good faith, is fair equitable and in the best interests of the Debtors’ estates; and

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Joint Motion or Settlement Agreement, as appropriate.

G. Other good and sufficient cause exists for granting the relief requested in the Joint Motion.

**THEREFORE, IT IS HEREBY ORDERED THAT:**

1. All objections to the Settlement Agreement are **OVERRULED**.

The Joint Motion is **GRANTED** and the Settlement Agreement is **APPROVED** as fair and reasonable. The parties are authorized to implement its terms on the Final Approval Date, which shall be 90 days after the appropriate notice pursuant to the Class Action Fairness Act.

2. Effective upon the Final Approval Date, which is the date of this Order, any and all claims that have been scheduled on behalf of, or filed by, the Class or the Class Members in the Chapter 11 Cases, for any alleged failure to provide adequate notice under the WARN Act or arising out of the termination of their employment with the Defendants, whether based on the WARN Act or any other federal, state or local law, regulation or ordinance, including, without limitation, the Individual WARN Claims, are disallowed and expunged in their entirety.

3. Effective upon the Final Approval Date, this Order shall operate as a full and final release and discharge, by all members of the Class, that did not opt-out of the Class, for and on behalf of themselves, and their respective predecessors, successors and assigns, (collectively, the "*Releasing Parties*"), of Taylor Bean &Whitaker Mortgage Corp., REO Specialists, LLC, Home America Mortgage, Inc., Maslow Insurance Agency, LLC, Security One Valuation Services, LLC, Platinum Community Bank, Citrus Land & Title, LLC, Clear Title, LLC, 24/7 Call Capture, CDF Tax, Flood & Insurance Services, LLC, the Committee, the

Taylor, Bean & Whitaker Plan Trust, and the Plan Trustee (“*Released Entities*”) and all Released Entities’ present officers, directors, counsel, agents, employees, insurers, administrators, successors, members, counsel and assigns (the “*Released Parties*”), from any and all claims and rights of any kind, demands, debts, liabilities, obligations, liens, actions and causes of action, costs, expenses, attorneys’ fees and damages of whatever kind or nature, at law, in equity and otherwise, whether known or unknown, anticipated, suspected or disclosed, that the Releasing Parties have or may have against the Released Parties arising up to the date of this Agreement under the WARN Act, the allegations set forth in the WARN Action, the WARN Act proofs of claim (individual and class), or similar factual allegations. Not included in Released Claims are the following, to the extent timely made: (a) any obligation created by or arising out of this Settlement; (b) any right to indemnification that the Class Members may have pursuant to any articles of incorporation, certificate of incorporation, bylaws or similar governing document of TBW with respect to any loss, damages or expenses (including but not limited to attorneys’ fees) that a Class Member may in the future incur with respect to his or her prior service as an employee, officer or director or in any other capacity with TBW; (c) any rights that a Class Member may have to insurance coverage for such losses, damages or expenses under any directors and officers liability insurance policy of TBW; (d) rights, if any, unrelated to Class Members’ WARN Act claims, to payment of benefits that a Class Member may have under a qualified or nonqualified retirement plan sponsored or maintained by TBW (including, without limitation, any 401(k), deferred compensation, and supplemental retirement benefits), (e) a Class Member’s rights to benefits or coverage under any employee welfare benefit plan (as that term is

defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended), and (f) any valid claim for vacation pay for which the Class Member timely submitted a proof of claim.

4. This Adversary Proceeding is hereby **DISMISSED WITH PREJUDICE.**

5. Nothing in this Order, the Settlement Agreement or any of the pleadings and papers filed in support of the approval of the Settlement Agreement constitutes a waiver of any right of the Plan Trust, its successors or assigns, to assert against the persons listed on *Exhibit B* to the Settlement Agreement any claims, counterclaims, rights of offset or recoupment, preference actions, fraudulent-transfer actions, or any other bankruptcy or non-bankruptcy claims.

6. This Court shall retain jurisdiction, even after the closing of the Chapter 11 Cases, with respect to all matters arising from or related to the implementation of this Order.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2011 in Jacksonville, Florida.

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JERRY A. FUNK  
UNITED STATES BANKRUPTCY JUDGE