

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:

CEP HOLDINGS, LLC, *et al.*,¹

Debtors.

Case No. 06-51848

Chapter 11

Judge Marilyn Shea-Stonum

**RESPONSE OF THE INDEPENDENT CONTRACTORS
TO CEP LIQUIDATING TRUST'S SECOND OMNIBUS OBJECTION
TO CLAIMS FILED WITH THE BANKRUPTCY COURT**

Fabnet Associates, Inc. ("Fabnet"), Norris Sales Associates, Inc. ("Norris"), and C.H. Raches, Inc. ("Raches") (together collectively, "the Independent Contractors"), by and through their undersigned counsel, hereby respond to *CEP Liquidating Trust's Second Omnibus Objection to Claims Filed with the Bankruptcy Court* ("Second Omnibus Objection") as follows:

1. On or about October 10, 2007, the Second Omnibus Objection was filed with the Court.

¹ The Debtors include CEP Holdings, LLC; Creative Engineered Polymer Products, LLC; and Thermoplastics Acquisition, LLC.

2. With regard to the Independent Contractors, the Second Omnibus Objection seeks an Order expunging certain claims filed by each of the Independent Contractors. (These claims are listed on “Exhibit J – Amended Claims” of the Second Omnibus Objection.) Each of those claims was the subject of a later-filed amended claim, which claim, as amended, would continue to remain pending if the Court grants the relief requested by the Second Omnibus Objection.

3. Specifically, the Second Omnibus Objection seeks to expunge Raches’ original claim of \$342,609.98, Fabnet’s original claim of \$213,765.45, and Norris’ original claim of \$167,747.87.

4. If the Second Omnibus Objection were granted, the Independent Contractors would have claims remaining pending as follows: Raches - \$473,852.52; Fabnet - \$325,198.44; and Norris - \$258,988.97.

5. To the extent that the Second Omnibus Objection only seeks expungement of the Independent Contractors’ original claims, but otherwise does not affect the pendency of the amended claims of each Independent Contractor, then the Independent Contractors have no objection to the Second Omnibus Objection being granted.

6. To avoid any ambiguity, however, the language in the proposed Order regarding the disposition of the claims listed on Exhibit J should be amended to make clear that the only claim being disallowed is the original claim, and that the amended claim survives in its entirety. As presently written, the language in the proposed Order is ambiguous and capable of differing interpretations.

WHEREFORE, for the foregoing reasons, Fabnet Associates, Inc., Norris Sales Associates, Inc., and C.H. Raches, Inc., do not object to the Second Omnibus Objection being granted as respects their original claims, but the proposed Order should be amended to eliminate

any potential ambiguity or confusion as to the disposition of the claims set forth in “Exhibit J – Amended Claims” and to make clear that the amended claims of the Independent Contractors will remain pending.

Respectfully submitted,

/s/ Darrell A. Clay

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CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of October, 2007, a copy of the foregoing document was filed electronically. Notice of this filing will be sent to all parties by operation of the Court’s electronic filing system. Parties may access this filing through the Court’s system.

/s/ Darrell A. Clay

Darrell A. Clay