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15 Co-Counsel for Jeffrey H. Beck, LIQUIDATING TRUSTEE OF  
16 THE CROWN PAPER LIQUIDATING TRUST

17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 In re: ) Case No.: 00-41584 (RN)  
21 )  
22 CROWN VANTAGE, INC., ) Chapter 11  
23 CROWN PAPER CO., )  
24 Debtors. ) **NOTICE OF MOTION BY**  
25 ) **LIQUIDATING TRUSTEE SEEKING**  
26 ) **ORDER (I) CLARIFYING**  
27 ) **UNCLAIMED AND UNDELIVERABLE**  
28 ) **FUNDS SURRENDER PROCEDURES,**  
 ) **(II) APPROVING WIND-DOWN**  
 ) **PROCEDURES; AND (III)**  
 ) **AUTHORIZING ABANDONMENT OF**  
 ) **LIQUIDATING TRUST ASSETS AND**  
 ) **DESTRUCTION OF LIQUIDATING**  
 ) **TRUST DOCUMENTS**  
 )  
 ) [No Hearing Requested]  
 )  
 )  
 )  
 )

29 **TO: THE HONORABLE RANDALL J. NEWSOME, UNITED STATES BANKRUPTCY**  
30 **JUDGE, THE U.S. TRUSTEE, PARTIES IN INTEREST AND AFFECTED**  
31 **CREDITOR**

32 **PLEASE TAKE NOTICE** that Jeffrey H. Beck, as Liquidating Trustee of the Crown Paper  
33 Liquidating Trust (the "Liquidating Trustee") has filed the *Motion by Liquidating Trustee Seeking*

1 *Order (i) Clarifying Unclaimed and Undeliverable Funds Surrender Procedures, (ii) Approving*  
2 *Wind-Down Procedures; and (iii) Authorizing Abandonment of Liquidating Trust Assets and*  
3 *Destruction of Liquidating Trust Documents* (the “Motion”) in these bankruptcy cases. The Motion  
4 requests entry of an order (i) clarifying the unclaimed and undeliverable funds surrender procedures;  
5 (ii) approving wind-down procedures; and (iii) authorizing abandonment of Liquidating Trust assets  
6 and destruction of Liquidating Trust documents.

7 If you object to the relief requested in the Motion, then on or before **September 30, 2009**,  
8 you or your lawyer must follow the following instructions:

9 Federal Rule of Bankruptcy Procedure 3007 and Northern District of California Bankruptcy  
10 Rule 9014-1 prescribe that any response or objection to the requested relief by or a request for  
11 hearing on the Motion must be filed with the Bankruptcy Clerk for the United States Bankruptcy  
12 Court for the Northern District of California, Oakland Division, 1300 Clay Street, Oakland,  
13 California 94612, and served upon the parties whose addresses are listed below within twenty days  
14 of the mailing of this Motion. In any circumstance, any objections, responses or requests for hearing  
15 must be received no later than **5:00 Pacific Standard Time on September 30, 2009**.

16 Any response, objection, or request for a hearing must state the objector’s name, address,  
17 telephone number, fax number (if any); and the nature and basis of the response, objection, or  
18 request. A request for hearing or objection must be accompanied by any declarations or memoranda  
19 of law the party objecting or requesting a hearing wishes to present in support of its position. Copies  
20 of any response, objection, or request for hearing shall be served upon the following parties at the  
21 addresses below:

22 **Jason Jones, Esq.**  
23 **Bilzin Sumberg Baena Price & Axelrod LLP**  
24 **2500 Wachovia Financial Center**  
25 **200 South Biscayne Boulevard**  
26 **Miami, Florida 33131-5340**

**Pamela Singer, Esq.**  
**Pachulski Stang Ziehl & Jones LLP**  
**150 California Street, 15th Floor**  
**San Francisco, California 94111-4500**

26 If there is not a timely response or objection to the requested relief or a request for hearing,  
27 the Court may enter an order granting the relief requested by default. If you do not file a response or  
28 request in writing, the Liquidating Trustee will request relief by default pursuant to Northern District

1 of California Bankruptcy Rule 9014-1. If you do not wish to contest the relief requested in this  
2 Motion, you are not required to file a response or appear at any future hearing.

3 If a timely response, objection, or a request for hearing is filed, the Liquidating Trustee will  
4 request and send at least ten days' written notice of a future hearing date regarding the Motion.  
5 Where a factual dispute is involved, the initial hearing on the Motion shall be deemed a status  
6 conference at which the Court will not receive evidence. Where the matter involves only a matter of  
7 law, the matter may be argued at the initial hearing. Any hearing or status conference will be held in  
8 the usual courtroom of the Honorable Randall Newsome, United States Bankruptcy Judge, at the  
9 United States Bankruptcy Court for the Northern District of California, Oakland Division, located at  
10 1300 Clay Street, Oakland, California 94612.

11 The Motion is based on the arguments and facts set forth in the Motion and on the  
12 *Declaration of Jeffrey H. Beck in Support of Motion by Liquidating Trustee Seeking Order (i)*  
13 *Clarifying Unclaimed and Undeliverable Funds Surrender Procedures, (ii) Approving Wind-Down*  
14 *Procedures; and (iii) Authorizing Abandonment of Liquidating Trust Assets and Destruction of*  
15 *Liquidating Trust Documents*, filed herewith.

16 If you or your attorney do not take these steps, the Court may decide that you do not oppose  
17 the objection to your claim.

18 Last Date of Mailing: September 10, 2009

19 Dated: September 9, 2009

PACHULSKI STANG ZIEHL & JONES LLP

21 By /s/ Pamela E. Singer  
22 Pamela E. Singer (CA Bar No. 224758)  
23 Attorneys for Debtors and Debtors in  
24 Possession  
25  
26  
27  
28

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17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 In re: ) Case No.: 00-41584 (RN)  
21 )  
22 CROWN VANTAGE, INC., ) Chapter 11  
23 CROWN PAPER CO., )  
24 Debtors. ) **MOTION BY LIQUIDATING**  
25 ) **TRUSTEE SEEKING ORDER (I)**  
26 ) **CLARIFYING UNCLAIMED AND**  
27 ) **UNDELIVERABLE FUNDS**  
28 ) **SURRENDER PROCEDURES, (II)**  
 ) **APPROVING WIND-DOWN**  
 ) **PROCEDURES; AND (III)**  
 ) **AUTHORIZING ABANDONMENT OF**  
 ) **LIQUIDATING TRUST ASSETS AND**  
 ) **DESTRUCTION OF LIQUIDATING**  
 ) **TRUST DOCUMENTS**  
 )  
 ) [No Hearing Requested.]  
 )  
 )  
 )

29 **TO: THE HONORABLE RANDALL J. NEWSOME, UNITED STATES BANKRUPTCY**  
30 **JUDGE, U.S. TRUSTEE, AND PARTIES IN INTEREST**

31 Jeffrey H. Beck, in his capacity as the Liquidating Trustee (the "Liquidating Trustee"), of the  
32 Crown Paper Liquidating Trust (the "Liquidating Trust") by and through his undersigned counsel,

1 Bilzin Sumberg Baena Price & Axelrod LLP, and Pachulski Stang Ziehl & Jones LLP, hereby  
2 moves (the “Motion”) for an order (i) clarifying the unclaimed and undeliverable funds surrender  
3 procedure; (ii) approving wind-down procedures; and (iii) authorizing abandonment of Liquidating  
4 Trust assets and destruction of Liquidating Trust documents. In support of his Motion, the  
5 Liquidating Trustee respectfully represents as follows:

6 **PRELIMINARY STATEMENT**

7 The Liquidating Trustee has completed nearly all tasks necessary to terminate the  
8 Liquidating Trust. Pursuant to the Crown Paper Liquidating Trust Agreement (the “Trust  
9 Agreement”), the Liquidating Trustee has resolved each of the Liquidating Trust claims and all such  
10 claims have either been allowed or expunged, and the Liquidating Trustee recently effectuated an  
11 initial distribution to unsecured creditors. There are two events that must occur before the  
12 Liquidating Trust can be terminated—the Liquidating Trustee must (i) liquidate the Liquidating  
13 Trust's interest in Profit Island<sup>1</sup> (the “Profit Island Interest”), and then, (ii) effectuate a final  
14 distribution directly to Liquidating Trust beneficiaries of remaining Available Cash<sup>2</sup> held by the  
15 Liquidating Trust.<sup>3</sup>

16 Although the Plan and Trust Agreement specifically deal with the process to be followed in  
17 the event there are undeliverable distributions allowing the Liquidating Trustee to reallocate such  
18 distributions to other Holders (as defined herein) if a written request is not made within six months  
19 of a distribution, both the Plan and the Trust Agreement are silent as to how to deal with  
20 distributions that remain unclaimed (because the distribution checks have not been cashed) but have  
21 not been returned to the Liquidating Trustee as undeliverable. The Plan does not explicitly provide  
22 procedures for unclaimed and undeliverable final distributions. Without a clear procedure to deal  
23 with the final distributions, the Liquidating Trust could last in perpetuity if any “final distribution” is  
24

25 <sup>1</sup> Profit Island is a 2,400 acre island in the Mississippi River north of Baton Rouge, Louisiana. The Liquidating Trust  
26 owns approximately 78% of the mineral rights and the executive rights (control) of Profit Island's mineral rights.

27 <sup>2</sup> Any capitalized term not defined herein shall have the same meaning set forth in the Plan (as defined herein).

28 <sup>3</sup> The Liquidating Trustee will be filing a final tax return based on estimated distributions. The Liquidating Trustee  
has sought a “prompt determination from the Internal Revenue Service that the Trust, as a pass-through entity has no tax  
liability. The Liquidating Trustee will not make a final distribution until the prompt determination period under 11  
U.S.C. 505 has passed in respect of that return without any notice from the IRS, including notice that the IRS has  
selected the return for audit.

1 unclaimed or undeliverable. Accordingly, in this Motion, the Liquidating Trustee requests  
2 clarifications of the Trust Agreement and the Plan and other relief in order to permit the efficient and  
3 expeditious termination of the Liquidating Trust, and closure of this bankruptcy case by the end of  
4 this year.

5 Furthermore, the Liquidating Trustee is holding certain assets that are of no value to the Trust  
6 and, as set forth below, should be abandoned.

### 7 **JURISDICTION AND VENUE**

8 This Court has jurisdiction over this Motion pursuant to 11 U.S.C. § 105 and 28 U.S.C. §  
9 1334. Further, pursuant to the Plan, the Court retained jurisdiction to “construe and take any action  
10 to enforce the Plan and issue such orders as may be necessary for the implementation, execution and  
11 consummation of the Plan” and to “ensure Distributions to Holders of Allowed Claims are  
12 accomplished pursuant to the provisions of the Plan,” both of which are implicated by this Motion.  
13 See Plan §§12.1(b) and (f). The Court also retained jurisdiction to “modify the Plan pursuant to §  
14 1127 of the Bankruptcy Code, or to remedy any apparent non-material defect in, or omission from,  
15 the Plan, or to reconcile any non-material inconsistency in the Plan so as to carry out its intent and  
16 purposes,” and to “enter an order or final decree closing the Chapter 11 Cases.” See Plan §12.1(m)  
17 and (n). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a). This matter is  
18 a core proceeding pursuant to 28 U.S.C. § 157.

### 19 **GENERAL BACKGROUND**

20 On March 15, 2000 (the “Petition Date”), Crown Vantage, Inc., and Crown Paper, Inc.  
21 (collectively, the “Debtors” or “Crown”) each filed voluntary petitions for relief under the  
22 Bankruptcy Code. By Order dated March 16, 2000, the Debtors' cases were ordered to be jointly  
23 administrated under Case No. 00-41584 N.

24 By Order dated November 19, 2001, this Court confirmed the *Debtors' Second Amended*  
25 *Disclosure Statement and Joint Liquidating Plan of Reorganization*, as amended by the *Debtors'*  
26 *Third Amended Disclosure Statement and Joint Plan of Reorganization* (the “Plan”), which provided  
27 for the creation of the Liquidating Trust pursuant to a Liquidating Trust Agreement (the “Trust  
28 Agreement”), and appointed Jeffery H. Beck to serve as Liquidating Trustee.

1 On March 1, 2002, the Plan became effective (the “Effective Date”) and the Liquidating  
2 Trust was formed as part of the Plan pursuant to the terms of the Trust Agreement.

3 The Plan and the Trust Agreement also provide for the creation of the Liquidating Trust  
4 Committee, composed of representatives of holders of beneficial Liquidating Trust interests  
5 (collectively, the “Holders”). The Liquidating Trust Committee advises the Liquidating Trustee with  
6 respect to certain matters. The current Liquidating Trust Committee members are John McDonagh,  
7 Thomas Thompson, and John Motulsky.

8 The pertinent provisions of the Plan that are implicated by the relief requested herein are:

9 Undeliverable Distributions. If any Distribution is returned as  
10 undeliverable, no further Distributions to the Holder of such  
11 undeliverable Distribution shall be made unless and until the  
12 Liquidating Trustee is notified in writing by such Holder of such  
13 Holder's then current address, at which time any missed Distributions  
14 shall be made to such Holder without interest unless provided for  
15 herein. Amounts in respect of undeliverable Distributions shall be  
16 returned to the Liquidating Trustee, on behalf of the Liquidating Trust,  
17 until such Distributions are claimed. All Claims for undeliverable  
18 Distributions shall be made within six months of the date of such  
19 Distribution. Any Cash amounts in respect of undeliverable  
20 Distributions which remain unclaimed within such six-month period  
21 shall be forfeited to the Liquidating Trust and shall constitute  
22 Available Cash.

23 Plan § 8.12, attached hereto as **Exhibit “A”**.

24 Final Distribution. A final Distribution of Distributable Cash shall be  
25 made by the Liquidating Trustee on, or as promptly as practicable  
26 after, the later of: (a) the date upon which all Liquidating Trust Assets  
27 have been reduced to Cash, including the Causes of Action, or  
28 abandoned pursuant to § 554 of the Bankruptcy Code in accordance  
with a Final Order of the Bankruptcy Court; and (b) the date upon  
which (i) all Disputed Claims have either been Allowed or Disallowed  
and (ii) all Unresolved Claims have been either Allowed or  
Disallowed.

29 Plan § 8.13, **Exhibit “A”**.

30 The pertinent provisions of the Trust Agreement that are implicated by the relief requested  
31 herein are:

32 Termination... Upon the occurrence of the termination of the  
33 Liquidating Trust, the Liquidating Trustee shall file with the  
34 Bankruptcy Court a report thereof, seeking an order discharging the  
35 Liquidating Trustee. The Liquidating Trustee shall not unduly prolong  
36 the duration of the Liquidating Trust and shall at all times endeavor to

1 resolve, settle or otherwise dispose of all claims that constitute  
2 Liquidating Trust Assets and to effect the distribution of Liquidating  
3 Trust Assets to the holders of the Liquidating Trust Interests in  
4 accordance with the terms hereof and the Plan and terminate the  
5 Liquidating Trust as soon as practicable.... If any Liquidating Trust  
6 Assets are not duly claimed, such Liquidating Trust Assets will be  
7 distributed, pro rata, according to holders' Liquidating Trust Interests.  
8 Thereafter, if there are still any Liquidating Trust Assets not duly  
9 claimed, such Liquidating Trust Assets will be disposed of in  
10 accordance with applicable law or the Plan

11 Trust Agreement, §6.1, attached hereto as **Exhibit “B”**.

12 Bankruptcy Court Order. Apart from any other provision of this  
13 Agreement, the Liquidating Trustee or any party in interest may apply  
14 to the Bankruptcy Court to terminate this Trust and the Trust may be  
15 terminated under such terms and conditions as the Bankruptcy Court  
16 may establish.

17 Trust Agreement, §6.2, **Exhibit “B”**

18 In 2007, the Liquidating Trust ultimately successfully settled a substantial litigation claim  
19 which was the principal asset of the Liquidating Trust and thereafter succeeded in protracted  
20 litigation over a retirement plan reversion. The conclusion of those matters paved the way for the  
21 Liquidating Trust to undertake the next steps required under the Plan—the review and resolution of  
22 all disputed claims and causes of action, and an initial distribution, which occurred on April 9, 2009  
23 (the “Initial Distribution”). There are no remaining disputed claims of the Liquidating Trust, and all  
24 Liquidating Trust Assets, including Causes of Action transferred and assigned to the Liquidating  
25 Trust (except those involving the Liquidating Trustee on behalf of the Liquidating Trust) have been  
26 fully resolved, abandoned or liquidated, except for the assets set forth in **Exhibit “C”** attached  
27 hereto, which the Liquidating Trustee seeks to abandon, as set forth below.

28 Section 8.12 of the Plan provides that undeliverable distributions become property of the  
Liquidating Trust, if within six months of the distribution, the Holder does not provide the  
Liquidating Trustee notice in writing of the Holder's then current address. Thus, even though the  
Liquidating Trustee effectuated the Initial Distribution on April 9, 2009, under the terms of the Plan,  
the Liquidating Trust must exist for at least six months after this distribution to accommodate the six  
month waiting period with respect to undeliverable distributions and to allow such undeliverable  
distributions to be redistributed in the Final Distribution.

1 The Plan does not have similar direction in regard to unclaimed distributions that have  
2 simply not been cashed or deposited, rather than being deemed unclaimed because they have been  
3 returned to the Liquidating Trustee, nor does it provide procedures for unclaimed and undeliverable  
4 final distributions.

5 Pursuant to this Court's *Order Granting Third Motion by Liquidating Trustee for Entry of an*  
6 *Order Extending the Term of the Liquidating Trust*, entered on March 9, 2009 [Docket No. 2201],  
7 the current termination date of the Liquidating Trust is December 31, 2009.

8 **RELIEF REQUESTED**

9 In summary, this Motion requests that the Court:

- 10 a. Clarify the unclaimed and undeliverable funds surrender procedure, which  
11 involve the deposit of unclaimed and undeliverable funds in connection with the final distribution to  
12 the Clerk of Court;
- 13 b. Approve wind-down procedures; and,
- 14 c. Authorize abandonment of Liquidating Trust assets and destruction of  
15 Liquidating Trust documents.

16 **A. Clarification of the Unclaimed and Undeliverable Distribution Procedures**

17 As stated above, the Plan provides that Holders whose distribution checks are returned as  
18 undeliverable (“Undeliverable Holders”) have six months to request that the Liquidating Trustee  
19 reissue a distribution, failing which, such funds will be redistributed to other Holders as Available  
20 Cash and the Undeliverable Holders will then be ineligible to receive further distributions.

21 However, the Plan and Trust Agreement does not have specific procedures for (i) funds that  
22 are not claimed and have not been returned to the Liquidating Trustee in respect of initial or final  
23 distributions (the “Unclaimed Distributions”) and (ii) undeliverable distributions made in connection  
24 with a Final Distribution.

25 Therefore, the Liquidating Trustee proposes the following procedures in respect of  
26 Unclaimed Distributions and undeliverable final distributions to clarify the Plan and Trust  
27 Agreement.  
28

1           Because the Plan and Trust Agreement are silent as to whether the funds from Unclaimed  
2 Distributions (not-cashed and not returned) must be reallocated to the other Holders, the Liquidating  
3 Trustee believes that the Plan and Trust Agreement do not permit a forfeiture of such Holders' rights  
4 and, therefore, a means must be implemented to preserve such rights. Accordingly, the Liquidating  
5 Trustee instead proposes to stop payment on the Initial Distribution check for such Unclaimed  
6 Distributions six months after the Initial Distribution and include the funds from the Initial  
7 Distribution in the final distribution check to such Holders. By clarifying the Plan and Trust  
8 Agreement in this manner, the procedures do not terminate the rights of Holders who fail to timely  
9 cash their Initial Distribution check.

10           The Liquidating Trustee estimates that he will make the final distribution around October 15,  
11 2009 (the "Final Distribution").

12           In order to be able to terminate the Liquidating Trust, the Liquidating Trustee proposes that  
13 he be required to stop payment on all Final Distribution checks that remain uncashed or  
14 undeliverable after thirty (30) days from the Final Distribution record date (collectively, the  
15 "Unclaimed Final Distributions") and then surrender the Unclaimed Final Distributions along with  
16 any other Liquidating Trust cash (collectively, the "Trust Funds") to the Clerk for disposition in  
17 accordance with title 28, chapter 129, §§ 2041-42 of the United States Code.

18           When surrendering the Trust Funds to the clerk, the Liquidating Trustee also proposes that  
19 the procedures include that (1) before or as part of the LT Termination Certificate (as defined  
20 below), the Liquidating Trustee (a) file a signed statement that, except as noted in the statement, all  
21 final distribution checks the Liquidating Trustee issued have been cashed, and listing for each  
22 uncashed or undeliverable check (i) the payee's Liquidating Trust claim number, (ii) the name of the  
23 payee, (iii) the payee's last-known address, and (iii) the amount of the unclaimed or undeliverable  
24 distribution, and (b) deliver a check payable to the Clerk for the sum of the listed amounts, for  
25 deposit in the U.S. Treasury and disposition under chapter 129 of title 28, United States Code; and  
26 (2) the Liquidating Trustee need provide no additional information regarding the unclaimed or  
27 undeliverable distributions.  
28

1 The Clerk shall remit funds to a Holder in an amount noted on the LT Termination  
2 Certificate for such Holder if such Holder requests payment in writing to the Clerk within five years  
3 after receipt of such funds from the Liquidating Trustee in accordance with chapter 129 of title 28,  
4 United States Code.

5 Any Trust Funds that remain unclaimed for a period of five years after being deposited with  
6 the Clerk shall be turned over to the U.S. Treasury in accordance with chapter 129 of title 28, United  
7 States Code.

8 The aforementioned procedures along with the wind-down procedures described below will  
9 ensure that the Plan is followed while allowing the Liquidating Trust to terminate.

#### 10 **B. The Proposed Wind-Down Procedures**

11 Upon completion of final activities as required by the Plan, Trust Agreement, and/or Orders  
12 of this Court, the Liquidating Trustee will certify to the Court that all conditions necessary to  
13 terminate the Liquidating Trust have occurred (the "LT Termination Certificate"). The form of LT  
14 Termination Certification is attached as Exhibit 1 to the proposed order granting this Motion (the  
15 "Proposed Order") which is attached hereto as **Exhibit "D"**.

16 In connection with the filing of the LT Termination Certificate, the Liquidating Trustee  
17 proposes to file an *ex parte* order terminating the Liquidating Trust and closing the bankruptcy case  
18 (the "Liquidating Trust Termination and Discharge Order"). The Liquidating Trust Termination and  
19 Discharge Order is attached as Exhibit 2 to the Proposed Order. The Liquidating Trust Termination  
20 and Discharge Order will terminate the Liquidating Trust, discharge the Liquidating Trustee and his  
21 professionals and the Liquidating Trust Committee pursuant to the Plan, and close this bankruptcy  
22 case.

#### 23 **C. Abandonment of Liquidating Trust Assets and Destruction of Liquidating Trust** 24 **Documents**

25 In winding down the Liquidating Trust, the Liquidating Trustee must be authorized to  
26 abandon any property that is burdensome to the estate or of inconsequential value and benefit to the  
27 estate. 11 U.S.C. § 554. In order to facilitate the Liquidating Trust termination, the Liquidating  
28 Trustee proposes abandonment of the assets listed in **Exhibit "C"** attached hereto.



1 Liquidating Trust documents; and (e) granting the Liquidating Trustee such other and further relief  
2 as the Court deems appropriate.

3 Dated: September 9, 2009

BILZIN SUMBERG BAENA PRICE  
& AXELROD LLP

5 By /s/ David W. Trench

6 David W. Trench (FBN 202975, admitted *pro hac vice*)  
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9 Miami, Florida 33131-2336  
Telephone: (305) 374-7580

-- and --

10 Dated: September 9, 2009

PACHULSKI STANG ZIEHL & JONES LLP

11 By /s/ Pamela E. Singer

12 Pamela E. Singer (SBN 224758)  
13 150 California Street  
14 15<sup>th</sup> Floor  
15 San Francisco, California 94111  
16 Telephone: (415) 263-7000

*Co-Counsel for Jeffrey H. Beck, Liquidating Trustee of  
the Crown Paper Liquidating Trust*

# **Exhibit A**

DOUGLAS P. BARTNER  
FREDRIC SOSNICK  
SHEARMAN & STERLING  
599 Lexington Avenue  
New York, New York 10022-6069  
Telephone: (212) 848-8000

Counsel for Debtors and  
Debtors in Possession

Debtors' Mailing Address:  
4500 Lake Forest Drive, Suite 500  
Cincinnati, OH 45242

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re

CROWN VANTAGE, INC.,

Debtor.

EMPLOYER I.D. #54-1752384

Jointly Administered  
Case No. 00-41584 N  
Chapter 11

DEBTORS' THIRD AMENDED  
DISCLOSURE STATEMENT AND JOINT  
LIQUIDATING PLAN OF  
REORGANIZATION

Hearing:

Date: November 19, 2001  
Time: 2:00 p.m.

In re

CROWN PAPER CO.,

Debtor.

EMPLOYER I.D. #54-1752385

November 16, 2001

(including the tax withholding provisions of Section 14.3 hereof and the provisions governing surrender of the Old Sub Notes pursuant to Section 7.7 hereof), shall deliver Distributions to the respective Holders of such Allowed Old Sub Note Claims.

(c) Secured IRB Claims. The Secured IRBs Indenture Trustee is the sole Holder of the Secured IRB Claims. Distributions under the Plan with respect to the Secured IRB Claims shall be made to the Secured IRBs Indenture Trustee.

(d) Unsecured IRB Claims. The Unsecured IRBs Indenture Trustee is the sole Holder of the Unsecured Claims. Distributions under the Plan with respect to the Unsecured IRB Claims shall be made to the Unsecured IRBs Indenture Trustee.

(e) Delivery. Distributions and deliveries to Holders of Allowed Claims shall be made at the address of each such Holder as set forth on the proofs of Claim Filed by such Holders (or at the last known addresses of such Holders if no proof of Claim is Filed or if the Debtors or Liquidating Trustee, as the case may be, have been notified in writing of a change of address), except as otherwise provided in the Plan. Distributions will be made to Holders of record as of the Distribution Record Date.

(f) Distribution Record Date. As of the close of business on the Distribution Record Date, the transfer registers for the Old Sub Notes, as maintained by the Debtors, the Old Sub Notes Indenture Trustee, the transfer agent for the Equity Interests or their respective agents, shall be closed and the transfer of Old Sub Notes and Equity Interests, or any interest therein, will be prohibited. Moreover, the Debtors or the Liquidating Trustee, on behalf of the Liquidating Trust, as the case may be, shall have no obligation to recognize the transfer of any Old Sub Notes or Equity Interests occurring after the Distribution Record Date, and shall be entitled for all purposes herein to recognize and deal only with those Holders of record as of the close of business on the Distribution Record Date.

Section 8.12. Undeliverable Distributions. If any Distribution is returned as undeliverable, no further Distributions to the Holder of such undeliverable Distribution shall be made unless and until the Liquidating Trustee is notified in writing by such Holder of such Holder's then current address, at which time any missed Distributions shall be made to such Holder without interest unless provided for herein. Amounts in respect of undeliverable Distributions shall be returned to the Liquidating Trustee, on behalf of the Liquidating Trust, until such Distributions are claimed. All Claims for undeliverable Distributions shall be made within six months of the date of such Distribution. Any Cash amounts in respect of undeliverable Distributions which remain unclaimed within such six-month period shall be forfeited to the Liquidating Trust and shall constitute Available Cash.

Section 8.13. Final Distribution. A final Distribution of Distributable Cash shall be made by the Liquidating Trustee on, or as promptly as practicable after, the later of: (a) the date upon which all Liquidating Trust Assets have been reduced to Cash, including the Causes of Action, or abandoned pursuant to § 554 of the Bankruptcy Code in accordance with a Final Order of the Bankruptcy Court; and (b) the date upon which (i) all Disputed Claims have either been Allowed or Disallowed and (ii) all Unresolved Claims have been either Allowed or Disallowed.

**ARTICLE XVII**

**CONCLUSION**

Acceptance of the Plan is hereby solicited from the Holders of Voting Claims in Class 2, Class 3, Class 4 and Class 5. The Debtors and the Committee believe that confirmation of the Plan is in the best interests of all Creditors and Holders of Equity Interests.

CROWN PAPER CO.

By: /s/ Evan C. Davis  
Evan C. Davis, Esq.  
Senior Vice President Administration and  
General Counsel/Corporate Secretary

CROWN VANTAGE INC.

By: /s/ Evan C. Davis  
Evan C. Davis, Esq.  
Senior Vice President Administration and  
General Counsel/Corporate Secretary

# **Exhibit B**

CROWN PAPER LIQUIDATING TRUST AGREEMENT

THIS CROWN PAPER LIQUIDATING TRUST AGREEMENT (the "Agreement"), dated as of this \_\_\_ day of [\_\_\_\_\_] 2001, among CROWN VANTAGE INC., a Virginia corporation and Crown Paper Co., a Virginia corporation, (collectively the "Debtors"), on behalf of their creditors ("the Creditors"), and Jeffrey H. Beck, (the "Liquidating Trustee"), executed in connection with those portions of the Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization, filed on October 5, 2001, that comprise the Debtors' joint plan of reorganization (as modified, the "Plan") by the Debtors in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court"), provides for the establishment of a liquidating trust (the "Liquidating Trust") to resolve, liquidate and realize upon certain of the Debtors' assets, rights, claims, and causes of action, as successor to and representative of the bankruptcy estate of the Debtors. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Plan.

W I T N E S S E T H

WHEREAS, the Plan was approved by certain Creditors and confirmed by the Bankruptcy Court by the Findings Of Fact, Conclusions Of Law And Order Pursuant To Section 1129(a) Of The Bankruptcy Code And Rule 3020 Of The Bankruptcy Rules Confirming Debtors' Second Amended Disclosure Statement And Joint Liquidating Plan Of Reorganization, Dated October 5, 2001, As Amended, dated [\_\_\_\_\_, 2001] (the "Confirmation Order"), and this Agreement is executed in order to facilitate implementation of the Plan; and

WHEREAS, under the terms of the Plan, the Liquidating Trust is to be established for, among other things, the distribution on behalf of the Debtors to holders of Allowed Claims against the Debtors' estate evidenced by all classes of creditors as set forth in the Plan, Pre-Petition Lenders, Secured IRBs Indenture Trustee, and the Retiree Trust (whether such Claims are Allowed Claims on or after the Effective Date of the Plan) (collectively, the "Beneficiaries"), consisting of one hundred percent (100%) of the beneficial interests of the trust created hereby; and

WHEREAS, under the terms of the Plan, the Liquidating Trust Assets are to be conveyed to the Liquidating Trust evidenced hereby for the purpose of liquidating and distributing the Liquidating Trust Assets to the Beneficiaries and completing the resolution of Disputed Claims in accordance with the Plan; and

WHEREAS, the Liquidating Trust is established for the sole purpose of liquidating the Liquidating Trust Assets for the benefit of the Beneficiaries, in accordance with Treasury Regulation Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business;

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d); and

and interest of the predecessor Liquidating Trustee in and to the Liquidating Trust Assets; (b) duly assign, transfer, deliver, account for and pay over to such Successor Trustee any property or money then held by such predecessor Liquidating Trustee upon the trusts herein expressed; and (c) deliver to such Successor Trustee any and all records, or copies thereof, in respect of the Liquidating Trust which it may have.

Section 5.15. Appointment of Successor upon Removal or Resignation. If the Liquidating Trustee is removed pursuant to Section 5.12 or resigns pursuant to Section 5.13 and a successor Liquidating Trustee is not appointed or does not accept its appointment within forty-five (45) days following such action for removal or delivery of notice of resignation, as the case may be, the Liquidating Trust Committee, may appoint a successor Liquidating Trustee. If a successor Liquidating Trustee is not appointed or does not accept its appointment pursuant to the preceding sentence of this Section 5.15 within seventy-five (75) days following such action for removal or delivery of notice of resignation, as the case may be, any holder of Liquidating Trust Interests may petition any court of competent jurisdiction, including the Bankruptcy Court, for the appointment of a successor Liquidating Trustee.

## ARTICLE 6.

### TERMINATION

Section 6.1. Termination. The duties, responsibilities and powers of the Liquidating Trustee shall terminate after all Liquidating Trust Assets, including Causes of Action transferred and assigned to the Liquidating Trust or involving the Liquidating Trustee on behalf of the Liquidating Trust are fully resolved, abandoned or liquidated and the Available Cash has been distributed in accordance with the Plan and this Liquidating Trust Agreement. The Liquidating Trust shall terminate no later than five (5) years from the Effective Date. However, if warranted by the facts and circumstances provided for in the Plan, and subject to the approval of the Bankruptcy Court upon a finding that an extension is necessary for the purpose of the Liquidating Trust, the term of the Liquidating Trust may be extended, one or more times for a finite period, based on the particular circumstances at issue, provided that any such extension must be approved by the Bankruptcy Court within six (6) months prior to the beginning of the extended term with notice thereof to all of the known unpaid beneficiaries of the Liquidating Trust. Upon the occurrence of the termination of the Liquidating Trust, the Liquidating Trustee shall file with the Bankruptcy Court a report thereof, seeking an order discharging the Liquidating Trustee. The Liquidating Trustee shall not unduly prolong the duration of the Liquidating Trust and shall at all times endeavor to resolve, settle or otherwise dispose of all claims that constitute Liquidating Trust Assets and to effect the distribution of the Liquidating Trust Assets to the holders of the Liquidating Trust Interests in accordance with the terms hereof and the Plan and terminate the Liquidating Trust as soon as practicable. Prior to and upon termination of the Liquidating Trust, the Liquidating Trust Assets will be distributed to the holders of Liquidating Trust Interests, pursuant to the provisions set forth in Section 3.6 hereof. If any Liquidating Trust Assets are not duly claimed, such Liquidating Trust Assets will be distributed, pro rata, according to holders' Liquidating Trust Interests. Thereafter, if there are still any Liquidating Trust Assets not duly claimed, such Liquidating Trust Assets will be disposed of in accordance with applicable law or the Plan.

Section 6.2. Bankruptcy Court Order. Apart from any other provision of this Agreement, the Liquidating Trustee or any party in interest may apply to the Bankruptcy Court to terminate this Trust and the Trust may be terminated under such terms and conditions as the Bankruptcy Court may establish.

## ARTICLE 7.

### JURISDICTION

Section 7.1. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.2. The Bankruptcy Court shall retain jurisdiction over this Agreement and the Liquidating Trust established hereby, including without limitation the interpretation and enforcement of its provisions, for the purpose of determining all amendments, applications, claims or disputes with respect to this Agreement and the Liquidating Trust.

## ARTICLE 8.

### MISCELLANEOUS

Section 8.1. Intention to Establish Grantor Trust. This Agreement is intended to create a grantor trust for federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Agreement may be amended to comply with such federal income tax laws, which amendments may apply retroactively.

#### Section 8.2. Reporting.

(a) Securities Laws. Under Bankruptcy Code § 1145, the issuance of Liquidating Trust Interests under the Plan shall be exempt from registration under the Securities Act of 1933 and applicable state and local laws requiring registration of securities. If the Liquidating Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with the reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Liquidating Trustee shall take any and all actions to comply with such reporting requirements and file periodic reports with the Securities and Exchange Commission.

(b) Quarterly Reports. The Liquidating Trustee shall file post-Confirmation quarterly reports in the format prescribed by the United States Trustee, and continue to pay quarterly fees due to the United States Trustee under 28 U.S.C. § 1930(a)(6), calculated on the basis of post-Confirmation disbursements, until the entry of a final decree or an order converting or dismissing the Chapter 11 Cases.

Section 8.13. Headings. Article headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*(The remainder of this page has intentionally been left blank.)*

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

CROWN VANTAGE, INC.

Debtor

By: 

Name: EVAN C. DAVIS

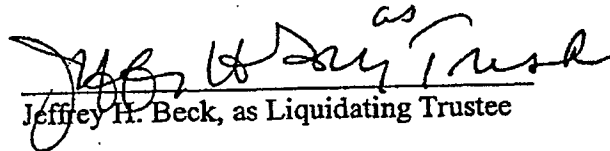
Title: SR VP ADMIN/Gen Counsel

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF CROWN VANTAGE, INC.

By: \_\_\_\_\_

Name:

Title:

  
Jeffrey H. Beck, as Liquidating Trustee

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

CROWN VANTAGE, INC.

Debtor

By: \_\_\_\_\_

Name:

Title:

THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF CROWN VANTAGE, INC., et al

By: I. S. Dill \_\_\_\_\_

Name: IRA S. DIZENHOFF, Akin Gump Strauss Hand  
Title: its counsel & Feld, LLP

\_\_\_\_\_  
Jeffrey H. Beck, as Liquidating Trustee

**TECHNICAL AMENDMENT TO CROWN PAPER LIQUIDATING TRUST AGREEMENT**

This Technical Amendment to Crown Paper Liquidating Trust Agreement (the "Amendment"), dated this 6th day of March, 2002, by Jeffrey H. Beck (the "Liquidating Trustee") amends, in part, that certain Crown Paper Liquidating Trust Agreement (the "Original Agreement") dated on or about March 1, 2002, by and among Crown Vantage, Inc., a Virginia corporation and Crown Paper Co., a Virginia corporation, the Trustee, and others, executed in connection with the Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization, filed on October 5, 2001 (as modified, the "Plan") and confirmed by the United States Bankruptcy Court for the Northern District of California on November 22, 2001.

WITNESSETH

WHEREAS, the Plan was confirmed by the Bankruptcy Court by the Findings of Fact, Conclusions of Law and Order Pursuant to Section 1129(a) of the Bankruptcy Code and Rule 3020 of the Bankruptcy Rules Confirming Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization, dated October 5, 2001, as Amended, and the Original Agreement was executed in order to facilitate implementation of the Plan;

WHEREAS, the Plan became effective on or about March 1, 2002;

WHEREAS, the Trustee wishes to amend the Original Agreement, inter alia, to clarify the duties and the discretion of the Trustee with respect to the name of the Liquidating Trust and the commencement of litigation in order to more efficiently facilitate the purposes of the Liquidating Trust;

and

WHEREAS, the aforesaid amendments are technical amendments being effectuated pursuant to Section 8.7 of the Original Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the following technical amendments are hereby made to the Original Agreement:

1. a. Article 1, Establishment of the Trust, is hereby supplemented as follows:

\* \* \*

Section 1.10 Name of Liquidating Trust. The name of the Liquidating Trust shall be "Crown Paper Liquidating Trust" for all purposes under this Agreement.

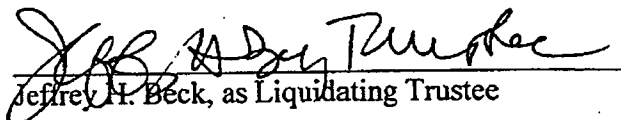
- b. Section 3.2(a), Limitation on Liquidating Trustee's Authority, is hereby amended and restated as follows:

(a) The Liquidating Trustee shall, prior to (a) taking any such action (other than commencing any litigation or other action) with respect to a Liquidating Trust Asset having a value in excess of \$300,000, or (b) making any settlement with respect to any Liquidating Trust Asset having a value in excess of \$1,000,000, obtain the approval of the Liquidating Trust Committee.

\* \* \*

2. Except as expressly amended in this Amendment, the terms and conditions of the Original Agreement shall remain in full force and effect.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

  
\_\_\_\_\_  
Jeffrey H. Beck, as Liquidating Trustee

Consented to:

**THE LIQUIDATING TRUSTEE  
COMMITTEE**

---

Peg A. Sibbet

---

Thomas Thompson

---

Stephanie Parker

**TECHNICAL AMENDMENT TO CROWN PAPER LIQUIDATING TRUST AGREEMENT**

This Technical Amendment to Crown Paper Liquidating Trust Agreement (the "Amendment"), dated this 11 day of March, 2002, by Jeffrey H. Beck (the "Liquidating Trustee") amends, in part, that certain Crown Paper Liquidating Trust Agreement (the "Original Agreement") dated on or about March 1, 2002, by and among Crown Vantage, Inc., a Virginia corporation and Crown Paper Co., a Virginia corporation, the Trustee, and others, executed in connection with the Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization, filed on October 5, 2001 (as modified, the "Plan") and confirmed by the United States Bankruptcy Court for the Northern District of California on November 22, 2001.

WITNESSETH

WHEREAS, the Plan was confirmed by the Bankruptcy Court by the Findings of Fact, Conclusions of Law and Order Pursuant to Section 1129(a) of the Bankruptcy Code and Rule 3020 of the Bankruptcy Rules Confirming Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization, dated October 5, 2001, as Amended, and the Original Agreement was executed in order to facilitate implementation of the Plan;

WHEREAS, the Plan became effective on or about March 1, 2002;

WHEREAS, the Trustee wishes to amend the Original Agreement, inter alia, to clarify the duties and the discretion of the Trustee with respect to the name of the Liquidating Trust and the commencement of litigation in order to more efficiently facilitate the purposes of the Liquidating Trust; and

WHEREAS, the aforesaid amendments are technical amendments being effectuated pursuant to Section 8.7 of the Original Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the following technical amendments are hereby made to the Original Agreement:

1. a. Article 1, Establishment of the Trust, is hereby supplemented as follows:

\* \* \*

Section 1.10 Name of Liquidating Trust. The name of the Liquidating Trust shall be "Crown Paper Liquidating Trust" for all purposes under this Agreement.

- b. Section 3.2(a), Limitation on Liquidating Trustee's Authority, is hereby amended and restated as follows:

(a) The Liquidating Trustee shall, prior to (a) taking any such action (other than commencing any litigation or other action) with respect to a Liquidating Trust Asset having a value in excess of \$300,000, or (b) making any settlement with respect to any Liquidating Trust Asset having a value in excess of \$1,000,000, obtain the approval of the Liquidating Trust Committee.

\* \* \*

2. Except as expressly amended in this Amendment, the terms and conditions of the Original Agreement shall remain in full force and effect.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

\_\_\_\_\_  
Jeffrey H. Beck, as Liquidating Trustee

Consented to:

**THE LIQUIDATING TRUSTEE  
COMMITTEE**

---

Peg A. Sibbet

*Thomas Thompson*  
Thomas Thompson

---

Stephanie Parker

TD: Jeff Beck

Plan: Reg Sheet  
Fax # 561-447-7940  
Pg 1 of 2

TECHNICAL AMENDMENT TO CROWN PAPER LIQUIDATING TRUST AGREEMENT

This Technical Amendment to Crown Paper Liquidating Trust Agreement (the "Amendment"), dated this \_\_\_\_ day of March, 2002, by Jeffrey H. Beck (the "Liquidating Trustee") amends, in part, that certain Crown Paper Liquidating Trust Agreement (the "Original Agreement") dated on or about March 1, 2002, by and among Crown Vantage, Inc., a Virginia corporation and Crown Paper Co., a Virginia corporation, the Trustee, and others, executed in connection with the Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization, filed on October 5, 2001 (as modified, the "Plan") and confirmed by the United States Bankruptcy Court for the Northern District of California on November 22, 2001.

WITNESSETH

WHEREAS, the Plan was confirmed by the Bankruptcy Court by the Findings of Fact, Conclusions of Law and Order Pursuant to Section 1129(a) of the Bankruptcy Code and Rule 3020 of the Bankruptcy Rules Confirming Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization, dated October 5, 2001, as Amended, and the Original Agreement was executed in order to facilitate implementation of the Plan;

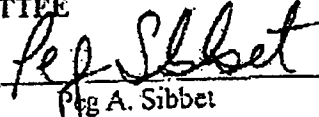
WHEREAS, the Plan became effective on or about March 1, 2002;

WHEREAS, the Trustee wishes to amend the Original Agreement, inter alia, to clarify the duties and the discretion of the Trustee with respect to the name of the Liquidating Trust and the commencement of litigation in order to more efficiently facilitate the purposes of the Liquidating Trust; and

WHEREAS, the aforesaid amendments are technical amendments being effectuated pursuant to Section 8.7 of the Original Agreement.

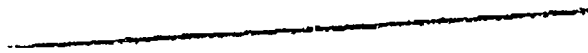
Consented to:

THE LIQUIDATING TRUSTEE  
COMMITTEE

  
\_\_\_\_\_  
Peg A. Sibbet

\_\_\_\_\_  
Thomas Thompson

\_\_\_\_\_  
Stephanie Parker



# **Exhibit C**

**Exhibit C**

List of Abandoned Assets

Escrow Account with the State of New Hampshire - Workers Compensation

Escrow Accounts with the New Jersey Department of Environmental Protection

Any Interest in the Combustion PRP Group and related Escrow and Trust Account

All other personal and real property wherever located.

# **Exhibit D**

1 David W. Trench, Esq. (FBN 202975, admitted *pro hac vice*)  
2 BILZIN SUMBERG BAENA PRICE & AXELROD LLP  
3 2500 Wachovia Financial Center  
4 200 South Biscayne Boulevard  
5 Miami, Florida 33131  
6 Telephone: (305) 374-7580  
7 Facsimile: (305) 374-7593

8 Debra I. Grassgreen (CA Bar No. 169978)  
9 Pamela E. Singer (CA Bar No. 224758)  
10 PACHULSKI STANG ZIEHL & JONES LLP  
11 150 California Street, 15th Floor  
12 San Francisco, California 94111-4500  
13 Telephone: 415/263-7000  
14 Facsimile: 415/263-7010

15 Co-Counsel for Jeffrey H. Beck, LIQUIDATING TRUSTEE OF  
16 THE CROWN PAPER LIQUIDATING TRUST

17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 In re: ) Case No.: 00-41584 (RN)  
21 )  
22 CROWN VANTAGE, INC., ) Chapter 11  
23 CROWN PAPER CO., )  
24 ) **ORDER GRANTING MOTION BY**  
25 Debtors. ) **LIQUIDATING TRUSTEE SEEKING**  
26 ) **ORDER (I) CLARIFYING**  
27 ) **UNCLAIMED AND UNDELIVERABLE**  
28 ) **FUNDS SURRENDER PROCEDURES ,**  
 ) **(II) APPROVING WIND-DOWN**  
 ) **PROCEDURES; AND (III)**  
 ) **AUTHORIZING ABANDONMENT OF**  
 ) **LIQUIDATING TRUST ASSETS AND**  
 ) **DESTRUCTION OF LIQUIDATING**  
 ) **TRUST DOCUMENTS**  
 )  
 ) [No Hearing Requested.]

29 UPON consideration of the motion (the "Motion") filed by Jeffrey H. Beck, in his capacity as  
30 the Liquidating Trustee<sup>1</sup> (the "Liquidating Trustee"), of the Crown Paper Liquidating Trust (the  
31 "Liquidating Trust") created pursuant to the *Debtors' Second Amended Disclosure Statement and*

32 \_\_\_\_\_  
33 <sup>1</sup> Capitalized terms used herein shall have the meaning ascribed to such terms as set forth in the Plan and in the Trustee's  
34 Motion for an Order (I) Clarifying the Unclaimed and Undeliverable Funds Surrender Procedure; (II) Approving Wind-  
35 Down Procedures; and (III) Authorizing Abandonment of Liquidating Trust Assets and Destruction of Liquidating Trust  
36 Documents (also referred to herein as the "Motion").

1 *Joint Liquidating Plan of Reorganization*, as amended (the “Plan”), confirmed by Order of this Court  
2 dated November 19, 2001, seeking an Order (I) Clarifying the Unclaimed and Undeliverable Funds  
3 Surrender Procedure; (II) Approving Wind-Down Procedures; and (III) Authorizing Abandonment  
4 of Liquidating Trust Assets and Destruction of Liquidating Trust Documents; and it appearing that  
5 due and sufficient notice of the Motion has been given and no further notice need be given; and good  
6 and sufficient cause appearing;

7 IT IS HEREBY ORDERED THAT:

- 8 1. The Motion is granted in its entirety.
- 9 2. The proposed procedures set forth in the Motion, and further described below, are  
10 approved.
- 11 3. In the event that six months have elapsed from the date upon which the Initial  
12 Distribution was made by the Liquidating Trustee, and there remain any Initial Distributions that  
13 have not been cashed and have not been returned to the Liquidating Trustee (the “Unclaimed  
14 Distributions”), then the Liquidating Trustee shall stop payment on any Unclaimed Distribution, and  
15 any cash amounts in respect of Unclaimed Distributions shall be included in the final distribution  
16 check to such Holders..
- 17 4. With respect to all Final Distribution checks that remain uncashed or undeliverable  
18 after thirty (30) days from the Final Distribution record date, the Liquidating Trustee shall stop  
19 payment on each such unclaimed or undeliverable Final Distribution check, and then surrender the  
20 funds related to the unclaimed or undeliverable distributions to the Clerk of the Court along with any  
21 other remaining cash of the Liquidating Trust (collectively, the Trust Funds”) for disposition in  
22 accordance with title 28, ch. 129, §§ 2041 et seq., United States Code.
- 23 5. When surrendering the Trust Funds to the Clerk of the Court, the Liquidating Trustee  
24 shall (1) before or as part of the LT Termination Certificate (as defined below), (a) file a signed  
25 statement providing that, except as noted in the LT Termination Certificate, all final distribution  
26 checks issued by the Liquidating Trustee have been cashed, and listing for each uncashed or  
27 undeliverable check (i) the payee’s Liquidating Trust claim number, (ii) the name of the payee, (iii)  
28 the payee’s last-known address, and (iii) the amount of the unclaimed distribution, and (b) deliver a

1 check payable to the Clerk for the sum of the listed amounts, for deposit in the U.S. Treasury and  
2 disposition under chapter 129 of title 28, United States Code; and (2) not need to provide additional  
3 information regarding the unclaimed distributions.

4 6. The Clerk shall remit funds to a Holder in the amount noted on the LT Termination  
5 Certificate for such Holder if such Holder requests payment in writing to the Clerk within five years  
6 after receipt of such funds from the Liquidating Trustee.

7 7. Any Trust Funds that remain unclaimed for a period of five years after being  
8 deposited with the Clerk shall be turned over to the U.S. Treasury in accordance with chapter 129 of  
9 title 28, United States Code.

10 8. Upon completion of final activities as required by the Plan, Trust Agreement, and/or  
11 Orders of this Court, the Liquidating Trustee shall file a certificate with the Court certifying that all  
12 conditions necessary to terminate the Trust have occurred (the "LT Termination Certificate"). The  
13 form of LT Termination Certification that shall be filed has been filed at docket no. \_\_\_\_ as **Exhibit**  
14 **1.**

15 9. Upon the Liquidating Trustee's filing of the LT Termination Certification, the Court  
16 will enter on an *ex parte* basis an Order terminating the Liquidating Trust, issuing a discharge  
17 pursuant to the Plan, and closing this bankruptcy case (the "LT Termination and Discharge Order").  
18 A copy of the LT Termination and Discharge Order has been filed at docket no. \_\_\_\_ as **Exhibit 2.**

19 10. The LT Termination Certification and LT Termination and Discharge Order shall not  
20 be filed with or approved by the Court until all conditions necessary to terminate the Liquidation  
21 Trust have occurred.

22 11. The discharge contemplated by the Plan is approved and shall be effective once such  
23 Order is signed.

24 12. The Liquidating Trustee is authorized to abandon the Trust Assets listed on Exhibit C  
25 to the Motion.

26 13. The Liquidating Trustee is authorized to abandon and destroy any Liquidating Trust  
27 documents upon entry of the LT Termination and Discharge Order.

28 \*\* END OF ORDER \*\*

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**Court Service List**

Service shall be effected pursuant to that *Order Authorizing the Retention and Employment of Logan & Company, Inc. as Claims Agent for Debtors and as Noticing Agent for Clerk of the Bankruptcy Court Pursuant to 28 U.S.C. § 156(c) Nunc Pro Tunc*, entered on April 5, 2000 [Docket No. 62].

1 David W. Trench, Esq. (FBN 202975, admitted *pro hac vice*)  
2 BILZIN SUMBERG BAENA PRICE & AXELROD LLP  
3 2500 Wachovia Financial Center  
4 200 South Biscayne Boulevard  
5 Miami, Florida 33131  
6 Telephone: (305) 374-7580  
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8 Debra I. Grassgreen (CA Bar No. 169978)  
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11 150 California Street, 15th Floor  
12 San Francisco, California 94111-4500  
13 Telephone: 415/263-7000  
14 Facsimile: 415/263-7010

15 Co-Counsel for Jeffrey H. Beck, LIQUIDATING TRUSTEE OF  
16 THE CROWN PAPER LIQUIDATING TRUST

17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 In re: ) Case No.: 00-41584 (RN)  
21 )  
22 CROWN VANTAGE, INC., ) Chapter 11  
23 CROWN PAPER CO., )  
24 Debtors. ) **EXHIBITS 1 AND 2 TO ORDER**  
25 ) **GRANTING MOTION BY**  
26 ) **LIQUIDATING TRUSTEE SEEKING**  
27 ) **ORDER (I) CLARIFYING**  
28 ) **UNCLAIMED AND UNDELIVERABLE**  
 ) **FUNDS SURRENDER PROCEDURES ,**  
 ) **(II) APPROVING WIND-DOWN**  
 ) **PROCEDURES; AND (III)**  
 ) **AUTHORIZING ABANDONMENT OF**  
 ) **LIQUIDATING TRUST ASSETS AND**  
 ) **DESTRUCTION OF LIQUIDATING**  
 ) **TRUST DOCUMENTS**  
 )  
 ) [No Hearing Requested.]  
 )

# **Exhibit 1**

1 David W. Trench, Esq. (FBN 202975, admitted *pro hac vice*)  
2 BILZIN SUMBERG BAENA PRICE & AXELROD LLP  
3 2500 Wachovia Financial Center  
4 200 South Biscayne Boulevard  
5 Miami, Florida 33131  
6 Telephone: (305) 374-7580  
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8 Debra I. Grassgreen (CA Bar No. 169978)  
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11 150 California Street, 15th Floor  
12 San Francisco, California 94111-4500  
13 Telephone: 415/263-7000  
14 Facsimile: 415/263-7010

15 Co-Counsel for Jeffrey H. Beck, LIQUIDATING TRUSTEE OF  
16 THE CROWN PAPER LIQUIDATING TRUST

17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 In re: ) Case No.: 00-41584 (RN)  
21 )  
22 CROWN VANTAGE, INC., ) Chapter 11  
23 CROWN PAPER CO., )  
24 ) **LIQUIDATING TRUST**  
25 Debtors. ) **TERMINATION CERTIFICATION**  
26 )

27 Jeffrey H. Beck, in his capacity as the Liquidating Trustee<sup>1</sup> (the "Liquidating Trustee"), of  
28 the Crown Paper Liquidating Trust (the "Liquidating Trust") created pursuant to the *Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization*, as amended (the "Plan"), confirmed by Order of this Court dated November 19, 2001, hereby provides notice that (i) there are no Claims in respect of the administration of the Liquidating Trust filed against the Liquidating Trust or any such Claim has been resolved; (ii) no Liquidating Trust Assets remain for

<sup>1</sup> Capitalized terms used herein shall have the meaning ascribed to such terms as set forth in the Plan and in the Trustee's Motion for an Order (I) Clarifying the Unclaimed and Undeliverable Funds Surrender Procedure; (II) Approving Wind-Down Procedures; and (III) Authorizing Abandonment of Liquidating Trust Assets and Destruction of Liquidating Trust Documents.

1 Distribution to Liquidating Trust beneficiaries; (iii) all Distributions required under the Plan to be  
2 made from the Liquidating Trust have been made; and (iv) the Liquidating Trustee has stopped  
3 payment on and surrendered to the Clerk of the Court all checks representing Final Distributions or  
4 other Distributions that remained uncashed or undeliverable thirty (30) days after Final Distributions  
5 were made. Accordingly, the Liquidating Trust can be terminated.

6 WHEREFORE, Jeffrey H. Beck requests that the Court enter the *ex parte* Order attached  
7 hereto as Exhibit A as approved by the Order Granting Motion By Liquidating Trustee Seeking  
8 Order (I) Clarifying Unclaimed and Undeliverable Funds Surrender Procedures,, (II) Approving  
9 Wind-Down Procedures; (III) Approving Discharge; and (IV) Authorizing Abandonment of  
10 Liquidating Trust Assets and Destruction of Liquidating Trust Documents.

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

12 Respectfully Submitted,

13 \_\_\_\_\_  
14 JEFFREY H. BECK,  
15 Liquidating Trustee for the Crown  
16 Paper Liquidating Trust  
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# **Exhibit 2**

1 David W. Trench, Esq. (FBN 202975, admitted *pro hac vice*)  
2 BILZIN SUMBERG BAENA PRICE & AXELROD LLP  
3 2500 Wachovia Financial Center  
4 200 South Biscayne Boulevard  
5 Miami, Florida 33131  
6 Telephone: (305) 374-7580  
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8 Debra I. Grassgreen (CA Bar No. 169978)  
9 Pamela E. Singer (CA Bar No. 224758)  
10 PACHULSKI STANG ZIEHL & JONES LLP  
11 150 California Street, 15th Floor  
12 San Francisco, California 94111-4500  
13 Telephone: 415/263-7000  
14 Facsimile: 415/263-7010

15 Co-Counsel for Jeffrey H. Beck, LIQUIDATING TRUSTEE OF  
16 THE CROWN PAPER LIQUIDATING TRUST

17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 In re: ) Case No.: 00-41584 (RN)  
21 )  
22 CROWN VANTAGE, INC., ) Chapter 11  
23 CROWN PAPER CO., )  
24 ) **EX PARTE ORDER TERMINATING**  
25 Debtors. ) **THE LIQUIDATING TRUST**  
26 )

27 UPON consideration of the Liquidating Trust Termination Certification, filed by Jeffrey H.  
28 Beck, in his capacity as the Liquidating Trustee (the "Liquidating Trustee"), of the Crown Paper  
Liquidating Trust (the "Liquidating Trust") created pursuant to the *Debtors' Second Amended*  
*Disclosure Statement and Joint Liquidating Plan of Reorganization*, as amended (the "Plan"),<sup>2</sup>  
confirmed by Order of this Court dated November 19, 2001, and the Order Granting Motion By  
Liquidating Trustee Seeking Order (I) Clarifying Unclaimed and Undeliverable Funds Surrender

<sup>2</sup> Capitalized terms used herein shall have the meaning ascribed to such terms as set forth in the Plan and in the Trustee's Motion for an Order (I) Clarifying the Unclaimed and Undeliverable Funds Surrender Procedure; (II) Approving Wind-Down Procedures; and (III) Authorizing Abandonment of Liquidating Trust Assets and Destruction of Liquidating Trust Documents.

1 Procedures, (II) Approving Wind-Down Procedures; and (III) Authorizing Abandonment of  
2 Liquidating Trust Assets and Destruction of Liquidating Trust Documents; and it appearing that the  
3 Trustee has satisfied all conditions necessary to terminate the Trust as set forth in the Liquidating  
4 Trust Termination Certification; and it appearing that due and sufficient notice that the Liquidating  
5 Trust Termination Certification has been given and no further notice need be given; and good and  
6 sufficient cause appearing;

7 IT IS HEREBY ORDERED THAT:

- 8 1. The Liquidating Trust is terminated.
- 9 2. The Liquidating Trustee may abandon and destroy any and all Liquidating Trust  
10 documents at a time and in a sequence he determines in his sole discretion.
- 11 3. The Liquidating Trustee and his professionals and the Liquidating Trust Committee  
12 are discharged, pursuant to the terms of the Plan.
- 13 4. The Clerk shall close the captioned bankruptcy case.

14 \*\* END OF ORDER \*\*

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**Court Service List**

Service shall be effected pursuant to that *Order Authorizing the Retention and Employment of Logan & Company, Inc. as Claims Agent for Debtors and as Noticing Agent for Clerk of the Bankruptcy Court Pursuant to 28 U.S.C. § 156(c) Nunc Pro Tunc*, entered on April 5, 2000 [Docket No. 62].

1 David W. Trench, Esq. (FBN 202975, admitted *pro hac vice*)  
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15 Co-Counsel for Jeffrey H. Beck, LIQUIDATING TRUSTEE OF  
16 THE CROWN PAPER LIQUIDATING TRUST

17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **OAKLAND DIVISION**

20 In re: ) Case No.: 00-41584 (RN)  
21 )  
22 CROWN VANTAGE, INC., ) Chapter 11  
23 CROWN PAPER CO., )  
24 Debtors. ) **DECLARATION OF JEFFREY H.**  
25 ) **BECK IN SUPPORT OF MOTION BY**  
26 ) **LIQUIDATING TRUSTEE SEEKING**  
27 ) **ORDER (I) CLARIFYING**  
28 ) **UNCLAIMED AND UNDELIVERABLE**  
 ) **FUNDS SURRENDER PROCEDURES,**  
 ) **(II) APPROVING WIND-DOWN**  
 ) **PROCEDURES; AND (III)**  
 ) **AUTHORIZING ABANDONMENT OF**  
 ) **LIQUIDATING TRUST ASSETS AND**  
 ) **DESTRUCTION OF LIQUIDATING**  
 ) **TRUST DOCUMENTS**  
 )  
 ) [No Hearing Requested.]

29 I, Jeffrey H. Beck, declare as follows:

30 1. I am the Liquidating Trustee of the Crown Paper Liquidating Trust (the "Liquidating  
31 Trust") and, I have personal knowledge of the matters set forth herein except in respect of events that  
32 occurred prior to March 1, 2002 which my knowledge is based on a review of the Court's record, and  
33 except where it is indicated that my knowledge is based on information and belief.

