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7 AND RELATED ENTITIES

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13  
14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION  
16

17 In re:  
18 CROWN VANTAGE, INC.,  
19 Debtor.  
20 Employer I.D. #54-1752384

21 CROWN PAPER LIQUIDATING  
22 TRUST,

23 Plaintiff,

24 v.

25 PRICEWATERHOUSECOOPERS LLP  
f/k/a COOPERS & LYBRAND, et al.

26 Defendants.  
27

28 CROWN PAPER COMPANY; CROWN

Case Nos. C 02-3836 MMC  
C 02-3838 MMC  
C 02-3839 MMC

**PROPOSED ORDER APPROVING  
THE SETTLEMENT AGREEMENTS  
BETWEEN CROWN AND FORT  
JAMES AND CERTAIN  
LIQUIDATING TRUST  
DEFENDANTS**

Date: May 25, 2007  
Time: 9:00 a.m.  
Courtroom: 7 (19<sup>th</sup> Floor)  
Judge: Hon. Maxine M. Chesney

1 VANTAGE, INC., JEFFREY H. BECK,  
Liquidating Trustee; and CROWN PAPER  
2 LIQUIDATING TRUST,

3 Plaintiffs,

4 v.

5 FORT JAMES CORPORATION, f/k/a  
JAMES RIVER CORPORATION OF  
6 VIRGINIA; FORT JAMES OPERATING  
COMPANY; FORT JAMES FIBER  
7 COMPANY, f/k/a JAMES RIVER  
TIMBER CORPORATION; and FORT  
8 JAMES INTERNATIONAL HOLDINGS,  
LTD., f/k/a JAMES RIVER  
INTERNATIONAL HOLDINGS, LTD.,

9 Defendants.  
10

11 On March 27, 2007, Plaintiffs Jeffrey H. Beck, Liquidating Trustee, the Crown Paper  
12 Liquidating Trust (collectively, "Trustee"), Crown Paper Company, Crown Vantage, Inc. and  
13 Defendants Fort James Corporation, Fort James International Holdings, Ltd. and Georgia Pacific  
14 Consumer Products LP (f/k/a Fort James Operating Company) (collectively "Fort James"), filed in  
15 the Bankruptcy Court the Agreed Motion Of Liquidating Trustee Of Crown Paper Liquidating Trust  
16 For (1) Withdrawal Of The Reference With Respect To Motion To Approve Compromise Of  
17 Controversy and (2) Assignment Of Motion To Approve Compromise Of Controversy To District  
18 Court Presiding In Related Cases (the "Withdrawal Motion") with respect to the Settlement  
19 Agreement signed by the Trustee and the Fort James Released Parties (as defined in the Fort James  
20 Settlement Agreement), the Settlement Agreement signed by the Trustee and certain defendants in  
21 *Crown Paper Liquidating Trust v. Coopers & Lybrand, et al.*, Case No. C-02-2836 (as defined in the  
22 Liquidating Trust Settlement Agreement) and the Settlement Agreement between Credit Suisse  
23 Securities (USA) and the Trustee which will be in the same form or substantially the same form as  
24 Exhibit 7 attached to the Joint Motion of Liquidating Trustee of Crown Trust and Fort James  
25 Pursuant to F.R.B.P. 9019 to Approve Compromise of Controversy, together the "Settlement  
26  
27  
28

1 Agreements”.<sup>1</sup> Pursuant to the Agreed Motion, the Trustee asked this Court to withdraw the  
2 reference and to hear and determine the Joint Motion Of Liquidating Trustee Of Crown Trustee And  
3 Fort James Pursuant To F.R.B.P. 9019 To Approve Compromise Of Controversy (the “Settlement  
4 Motion”).

5 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

6 1. The Court has jurisdiction over the subject matter of these actions and the Settlement  
7 Agreements under 28 U.S.C. §§ 1334(b) and 157(d).

8 2. The Court finds that notice of the Settlement Agreements and proposed Approval  
9 Order was good and sufficient under applicable law and rules. The Court further finds that notice  
10 was reasonable and apprised all parties and creditors of the pendency of the Settlement Agreements  
11 and Approval Order and afforded them the opportunity to present objections.

12 3. The Court finds that: (a) no oppositions have been filed to the Settlement Agreements  
13 or the proposed Approval Order within the time allowed by law; (b) the Trustee has authority under  
14 the Debtors' Second Amended Disclosure Statement and Joint Liquidating Plan of Reorganization,  
15 which plan became effective as of March 1, 2002, to enter into the Settlement Agreements; and (c)  
16 the Settlement Agreements are approved and adjudicated to be fair, reasonable and adequate with  
17 respect to the Trustee, the Debtors, the Debtors' bankruptcy estates, the Fort James Released Parties,  
18 and the Liquidating Trust Case Defendants. The Settlement Agreements, including the definitions  
19 contained therein, are incorporated by reference in this Approval Order.

20 4. The Settlement Agreements are adjudicated to be Settlements entered into in good  
21 faith.

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23  
24 <sup>1</sup> Defendants Fort James Corporation, Fort James International Holdings, Ltd., and Georgia-Pacific  
25 Consumer Products LP (f/k/a Fort James Operating Company) (collectively, "Fort James") and  
26 PricewaterhouseCoopers LLP, McGuireWoods LLP, Merrill Lynch & Co., Inc., Merrill Lynch,  
27 Pierce, Fenner & Smith, Salomon Smith Barney, Inc., Clifford A Cutchins, Stephen E. Hare, Robert  
28 C. Williams, Houlihan Lokey Howard & Zuckin, E. Lee Showalter, William V. Daniel, Joseph T.  
Piemont, and Ernest Leopold (collectively the “Liquidating Trust Case Defendants,” together and  
with Fort James referred to as the “Fort James Released Parties”) were advised of and did not object  
to the Withdrawal Motion.

