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MARK L. HATCHER
CLERK U.S. BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA DEPUTY

Judge: The Honorable Paul B. Snyder

Chapter: 11
Hearing Location: Tacoma, Room H
Hearing Date: July 6, 2006
Hearing Time: 10:00 a.m.
Response Date: June 29, 2006

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

In re

FIELDS COMPANY LLC,

Debtor.

No. 05-45967 Ch. 11

ORDER CONFIRMING CREDITORS'
AMENDED PLAN OF LIQUIDATION
DATED JUNE 2, 2006

The Official Committee of Unsecured Creditors ("Creditors' Committee"), Guaranty Business Credit Corporation ("GBCC"), and Gardner Asphalt Corporation ("Gardner") having filed with this Court their Amended Plan of Liquidation under Chapter 11 of the United States Bankruptcy Code dated as of June 2, 2006 [Docket No. 266] (the "Plan"), it is

ADJUDGED, DETERMINED AND FOUND, after hearing and due and sufficient notice to all creditors and interested parties, and sufficient cause appearing therefor, that:

A. This Court has jurisdiction pursuant to 28 U.S.C. § 1334 over Fields Company LLC (the "Debtor"), the Debtor's Chapter 11 case, all of the Debtor's properties, including the Acquired Assets and the Excluded Assets, and all of its contracts, wherever located, all claims against and equity interests in the Debtor, all creditors of the Debtor, and all parties appearing before the Court. Confirmation of the Plan is a "core proceeding" pursuant to, without limitation, 28 U.S.C. §§ 157(b)(2)(A), (L) and (O), and

1 this Court has jurisdiction to enter a final order with respect thereto. Venue is proper before this Court
2 pursuant to 28 U.S.C. §§ 1408 and 1409.

3 B. All capitalized terms used in this Confirmation Order but not defined herein shall have the
4 meaning ascribed to such terms in the Plan.

5 C. Debtor filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code on
6 June 28, 2005 (the "Petition Date"). Since the Petition Date, the Debtor has continued to operate its
7 business and to manage its properties as a debtor in possession pursuant to Sections 1107(a) and 1108 of
8 the Bankruptcy Code.

9 D. On June 1, 2006, the Court entered an order [Docket No. 263] (1) approving a settlement
10 agreement (the "Global Settlement Agreement") that provided, *inter alia*, for the allowance and transfer
11 of the claims of GBCC to Gardner Acquisition Corporation, for the sale of certain real estate from
12 affiliates of the Debtor to RTH-Tacoma, LLC, for the sale of the equity interests in the Debtor to Fields
13 Acquisition Corporation, and for the allowance of the Gardner Claim, (2) authorizing and directing the
14 parties to the Global Settlement Agreement to comply with its terms, and (3) retaining jurisdiction to
15 enforce and interpret the Global Settlement Agreement.

16 E. On June 2, 2006, the Creditors' Committee, GBCC, and Gardner filed with this Court the
17 Plan and their Amended Disclosure Statement [Docket No. 267] (the "Disclosure Statement").

18 F. On June 5, 2006, this Court entered its Order Approving Amended Disclosure Statement
19 and Fixing Time for Acceptances or Rejections of Plan, Objections to Confirmation, Combined with
20 Notice Thereof [Docket No. 271] (the "Disclosure Statement Order"). The Disclosure Statement Order
21 approved the Disclosure Statement as meeting the "adequate information" standards required by Section
22 1125 of the Bankruptcy Code. In the Disclosure Statement Order, the Court scheduled a hearing to
23 consider Confirmation of the Plan for July 6, 2006, at 10:00 a.m., and fixed June 29, 2006 as the last date
for the filing of Ballots accepting or rejecting the Plan and as the last date for the filing of written
objections to Confirmation of the Plan. By subsequent agreement, the deadline for Douglas and
Katharine Granum to file an objection to confirmation was extended to July 5, 2006.

1 G. On June 8, 2006, pursuant to the Disclosure Statement Order, counsel for the Creditors'
2 Committee mailed the Plan, the Disclosure Statement, the Disclosure Statement Order, and a ballot to all
3 Creditors of the Debtor and to certain other parties in interest. Appropriate proof of service [Docket No.
4 273] has been filed by the Creditors' Committee. In addition, the Disclosure Statement Order was
5 published in a number of newspapers, and proof of publication has been filed with this Court [Docket No.
6 285].

7 H. On or about June 9, 2006, Gardner Acquisition Corp. acquired the claims of GBCC
8 pursuant to the Global Settlement Agreement. Gardner Acquisition Corp. now owns and holds the
9 GBCC Claims.

10 I. On or about June 13, 2006, RTH-Tacoma, LLC acquired the real estate owned by West
11 Taylor, LLC and Central Taylor, LLC; Fields Acquisition Corp. acquired the equity interests of the
12 Debtor; and certain other transactions were consummated in accordance with the Global Settlement
13 Agreement.

14 J. On June 30, 2006 the Creditors' Committee filed with this Court and served on
15 appropriate parties a Confirmation Brief in support of confirmation with a draft of this Confirmation
16 Order attached [Docket No. 282], the supporting declaration of Stephen W. Bell [Docket No. 283] and
17 the supporting declaration of Sandy W. Soo with a ballot tabulation and copies of all ballots attached
18 [Docket No. 284]. These papers reflected that Classes 1.1, 1.2, 1.3, 2 and 3 have overwhelmingly
19 accepted the Plan.

20 K. At the Confirmation Hearing, the Debtor was represented by Timothy W. Dore; the
21 Creditors' Committee was represented by Scott E. Blakeley; Gardner, Gardner Acquisition Corp., and
22 Fields Acquisition Corp. were represented by Armand J. Kornfeld; and various other creditors and parties
23 in interest were represented by their respective counsel. The parties announced at the Confirmation
Hearing a modification of the Plan with respect to the lease with Douglas and Katharine Granum (the
"Granum Lease"), the terms of which are incorporated herein.

1 L. All Classes entitled to vote on the Plan have accepted the Plan in the requisite number and
2 amount required under Section 1126 of the Bankruptcy Code.

3 M. The Plan and this Confirmation Order, including, without limitation, the channeling
4 provisions of the Plan and the discharge, exculpation from liability, release, general injunction and other
5 related provisions of the Plan are fair, equitable, reasonable and proper, are conditions precedent to the
6 willingness of Gardner-Fields, LLC to acquire the assets of the Debtor and to fund the Plan, are in the
7 best interests of the Debtor's Estate, and are binding upon all Creditors and other parties having any
8 dealings with the Debtor or its products prior to the Effective Date.

9 N. The requirements of 11 U.S.C. § 1129(a), as applicable to the Plan, have been met, the
10 Court finding as follows:

- 11 i. The Plan complies with the applicable provisions of Title 11 of the United States
12 Code, including, without limitation, the provisions of 11 U.S.C. §§ 1122 and 1123.
- 13 ii. As required by Section 1129(a)(2) of the Bankruptcy Code, the proponents of the
14 Plan have complied with the applicable provisions of Title 11 of the United States
15 Code. Without limiting the generality of the foregoing and by way of example, they
16 have complied with the disclosure and solicitation requirements of Sections 1125 and
17 1126 of the Bankruptcy Code. Further, the Court expressly finds that the Disclosure
18 Statement and the Plan contain adequate information in accordance with the
19 requirements of 11 U.S.C. § 1125, and that no further disclosure is required in
20 connection with the Plan.
- 21 iii. The Plan has been proposed in good faith by the plan proponents following extensive
22 arm's-length negotiations by and between the Debtor, the Creditors' Committee,
23 GBCC, Gardner, and other parties with respect to the Plan and the Global Settlement
Agreement. The Plan has not been proposed by any means forbidden by law.
Moreover, Gardner-Fields, LLC is a "good faith purchaser" within the meaning of 11
U.S.C. §363(m).
- iv. The provisions regarding channeling, discharge, exculpation from liability, release,
general injunction and related provisions set forth in the Plan are proposed in good
faith, are equitable and are supported by valid consideration.
- v. Any payment made or to be made by the Debtor or the Creditors' Committee for
services or for costs and expenses in or in connection with this case, or in connection
with the Plan and incident to this case, has been approved by, or is subject to the
approval of, the Court as reasonable.

- 1 vi. The Plan provides for the liquidation of the Debtor. The representative of the Debtor
2 appointed by Gardner to manage the Debtor shall continue in existence and shall have
3 continuing authority to execute such documents or take such other actions as are
4 necessary to consummate or enforce the terms of the Plan and of the Global
5 Settlement Agreement. The identity of all persons who are to serve as the
6 Responsible Person, as members of the PCC, and as the continuing manager of the
7 Debtor have been fully disclosed, and the appointment of such persons to such offices
8 or positions is equitable and is consistent with the interests of the Creditors and other
9 parties in interest and with public policy.
- 10 vii. No governmental regulatory commission now has, or will have after Confirmation of
11 the Plan, jurisdiction over any rates of the Debtor.
- 12 viii. With respect to each Impaired Class of Claims, each Holder of a Claim of such Class
13 either has accepted the Plan or will receive or retain under the Plan on account of such
14 Claim property of a value, as of the Effective Date of the Plan, that is not less than the
15 amount that such Holder would so receive or retain if the assets of the Debtor were
16 liquidated under Chapter 7 of Title 11 of the United States Code on such date.
- 17 ix. With respect to each Class of Claims, either such Class has accepted the Plan or such
18 Class is not Impaired under the Plan.
- 19 x. The Plan meets the requirements of 11 U.S.C. § 1129(a)(9).
- 20 xi. All Impaired Classes of Claims have accepted the Plan, determined without including
21 any acceptance of the Plan by any insider holding a Claim of such Class.
- 22 xii. The Plan is a liquidating plan and meets the requirements of 11 U.S.C. § 1129(a)(11).
- 23 xiii. All fees payable under 28 U.S.C. § 1930 through the date of entry of this
Confirmation Order have been paid by the Debtor or shall be paid by the Debtor. All
fees payable under 28 U.S.C. § 1930 for the periods following the Effective Date of
the Plan shall be paid by the Responsible Person.
- xiv. The Debtor has no "retiree benefits" (as such term is defined in Section 1114 of the
Bankruptcy Code) payable pursuant to 11 U.S.C. § 1114.
- xv. No Class of equity interests junior to the interests of Class 4 equity interests exists or
will retain or receive any property under the Plan.

O. Cause exists to waive the ten-day stay provided by Bankruptcy Rule 3020(e).

Therefore, with respect to Confirmation of the Plan, all requirements of 11 U.S.C. §§ 1129(a) and
(b) have been met.

1 The Court having made the above findings, it is, accordingly,

2 ORDERED, ADJUDGED AND DECREED THAT:

3 1. The findings of fact and conclusions of law set forth herein which constitute this Court's
4 findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, are ratified and adopted as
5 findings of this Court and are incorporated herein.

6 2. To the extent any of the findings of fact set forth above are deemed to be conclusions of
7 law, then such findings of fact are hereby adopted as conclusions of law. To the extent any of the
8 following conclusions of law are deemed to be findings of fact, then such conclusions of law are hereby
9 adopted as findings of fact.

10 3. The Plan is confirmed, provided that the confirmation of the plan shall not affect the
11 rights of the parties under the Granum Lease. The Debtor and/or Gardner-Fields, LLC shall have through
12 and including July 18, 2006 to file a motion to assume and assign or a motion to reject the Granum Lease.
13 In the event that they seek to assume and assign the Granum Lease, then (a) they shall continue to pay
14 rent pending the entry of an order ruling on such motion and (b) the rights of the parties with respect to
15 the Granum Lease shall be set forth in the order authorizing assumption and assignment.

16 4. The Debtor and its officers and agents, the plan proponents, and other parties in interest
17 are authorized and directed to take all such steps as may be necessary to effectuate and implement the
18 Plan and this Confirmation Order, including, without limitation, the execution and delivery of all
19 instruments of transfer, agreements and other documents (and any amendments, supplements or
20 modifications to any of the foregoing) as may be appropriate or necessary to consummate the transactions
21 contemplated by the Plan and this Confirmation Order. The Court's prior directions to the parties to the
22 Global Settlement Agreement to effectuate and implement its terms shall remain in full force and effect.

23 5. On the Effective Date, contemporaneously with the Debtor's transfer of the Acquired
Assets to it, Gardner-Fields, LLC shall deposit the sum of \$1.075 million (less any amounts paid on
outstanding and allowed professional fees), \$150,000 of which has already been funded, into an
account designated by the Creditors' Committee to be held pending resolution of filed claims in

1 accordance with the Plan. The funds in this account shall be held in an irrevocable trust for
2 distribution in accordance with the Plan for: (a) certain wind-up expenses of the Responsible Person
3 and for his and the PCC's professionals, as set forth in the Plan; and (b) for Administrative Claims,
4 Priority Claims, and General Unsecured Claims, once their Claims are Allowed by a Final Order of
5 the Court. Pursuant to Section 8.1(v) of the Plan, Gardner-Fields, LLC shall also assume certain valid
6 and currently payable post-petition trade credit extended to the Debtor subject to all defenses,
7 counterclaims, and rights of set-off or recoupment as to such payables, all of which rights and
8 defenses shall enure to the benefit of Gardner-Fields, LLC. Gardner-Fields, LLC shall be the absolute
9 owner of the Acquired Assets, with all right of title and possession thereto, free and clear of all liens,
10 claims, torts, encumbrances, causes of action, and liabilities (including, without limitation, any
11 asbestos related claims, any liability on warranty claims, any product liability claims, and any
12 successor liability claims), whether known or unknown, fixed, liquidated, or contingent, now existing
13 or hereafter arising, related in any way to any action taken or occurring prior to the Effective Date.
14 Gardner-Fields, LLC shall have the right to collect all accounts receivables owed to the Debtor. The
15 Debtor shall continue to cooperate post-closing with Gardner-Fields, LLC, and shall, *inter alia*,
transfer to Gardner-Fields, LLC all funds received by it after the Effective Date on account of the
Acquired Assets.

16 6. The appointment of Stephen W. Bell as the Responsible Person is approved. The
17 Responsible Person shall have the power and authority to administer the Creditors Fund for the purposes
18 described in, and in accordance with the powers given to him by, the Plan and this Confirmation Order.
19 In addition, the Responsible Person shall have standing to pursue the Retained Causes of Action, except
20 such as have been released. The entry of this Confirmation Order shall constitute the irrevocable transfer,
21 assignment, conveyance and delivery, without any further action by any party, of all of the Retained
22 Causes of Action to the Responsible Person for the benefit of the Holders of Allowed Class 3 Unsecured
23 Claims.

1 7. On the Effective Date, all Claims or causes of action against, and all claims for, torts
2 of, or other liabilities of the Debtor, whether known or unknown, fixed or liquidated, contingent or
3 non-contingent, now existing or hereafter arising, shall be automatically channeled and transferred,
4 and shall attach, solely and exclusively to the Gardner Sales Proceeds, and the sole and exclusive right
5 and remedy available to any party having any such claim against the Debtor shall be the entitlement to
6 look to the Gardner Sales Proceeds. All such claimants, creditors and holders of claims or potential
7 claims against the Debtor are permanently enjoined from taking any action to collect any such claim
8 against Gardner, Gardner-Fields, LLC, or any of their Affiliates, including, without limitation, RTH-
9 Tacoma, LLC, Gardner Acquisition Corp., and Fields Acquisition Corp. Specifically, except as
10 otherwise explicitly provided in this Confirmation Order, neither Gardner-Fields, LLC, nor the other
11 Affiliates described above shall, following the Effective Date, be liable for or on account of any and all
12 Claims, debts, liens, encumbrances, contract rights, rights of setoff, or liabilities of any nature (whether
13 contingent, fixed, liquidated, unliquidated, matured, unmatured, known, unknown, or disputed), now
14 existing or hereafter arising that arose from any acts, conduct, or business of the Debtor occurring prior to
15 the Effective Date. As of the Effective Date, the provisions relating to discharge, exculpation from
16 liability, release, injunctions, and stays set forth in the Plan shall apply and be fully binding and are
17 hereby incorporated by reference in this Confirmation Order.

18 8. The entry of this Confirmation Order shall be deemed to provide or waive any required
19 authorizations, consents, permits, approvals, licenses, and exemptions from, and all filings and
20 registrations with, and all reports to, any Governmental Authority, whether federal, state, local, and all
21 agencies thereof, which are required for the execution, delivery and performance of the documents
22 (including bills of sale and the like) provided for under the Plan and the conduct of the business of
23 Gardner-Fields, LLC following the Effective Date.

 9. Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer, or
exchange of a security or the making or delivery of an instrument of transfer, under the Plan, may not
be taxed under any law imposing a stamp tax or similar tax, and the appropriate state or local

1 governmental officials or agents shall be, and hereby are, directed to forego the collection of any such
2 tax and to accept for filing and recording any of the foregoing instruments or other documents without
3 the payment of any such tax.

4 10. The Plan and its provisions shall be binding upon the Debtor, the Debtor's Estate, the
5 Debtor's Affiliates, all Creditors and all equity security holders of the Debtor (whether or not the Claim
6 or equity interest of such Creditors or equity security holders is impaired under the Plan and whether or
7 not such Creditors or equity security holders have accepted the Plan), all parties to any executory contract
8 or unexpired lease of the Debtor, all other parties in interest, all parties having appeared in this action, all
9 parties having had any dealings whatsoever with the Debtor or its products, and the respective successors
and assigns of each of the foregoing.

10 11. The Debtor or Gardner-Fields, LLC shall have the right to file a motion seeking to assume
11 and assign to Gardner-Fields, LLC, executory contracts or unexpired leases that exist between the Debtor
12 and any Person or Entity through and including July 18, 2006. In the absence of such motion, such
13 executory contracts or unexpired leases shall be deemed to be rejected. Any proofs of claim for rejection
damages shall be filed by August 17, 2006.

14 12. All settlements, agreements and compromises provided for under the Plan or in the Global
15 Settlement Agreement, and all transactions, documents, instruments, and agreements referred to therein,
16 contemplated thereunder or executed and delivered therewith, are hereby approved, and the Debtor and
17 the other parties thereto are authorized and directed to enter into them and to perform thereunder
18 according to their respective terms.

19 13. Upon the Effective Date, the Creditors' Committee shall be automatically dissolved
20 without any further action by any party, and the PCC shall come into existence.

21 14. On the Effective Date, the equity interests in the Debtor owned by Fields Acquisition,
22 LLC (as a result of the Global Settlement Agreement) shall be deemed cancelled, annulled,
23 extinguished and surrendered without any further action by any party and shall be of no further force

1 and effect. Fields Acquisition, LLC shall not be entitled to receive any distribution under the Plan and
2 shall have no liability whatsoever to pay any claims against or related to the Debtor.

3 15. Gardner-Fields, LLC and the Debtor shall have access to the Kent Property and the
4 Kent Equipment and shall have the right to safeguard and remove the Kent Equipment as set forth in
5 the Plan and the Global Settlement Agreement.

6 16. The release provisions of Section 12.14 of the Plan are ratified and approved.

7 17. The Plan is confirmed in its entirety, except as modified herein. The inclusion of decretal
8 paragraphs in this Confirmation Order referring to specific provisions of the Plan or authorizing specific
9 action by the Debtor shall not be construed to imply non-approval of other provisions or non-
10 authorization of other actions. The failure to reference or discuss any particular provision of the Plan in
11 this Confirmation Order shall have no effect on the validity, binding effect and enforceability of such
12 provision and such provision shall have the same validity, binding effect and enforceability as every other
13 provision of the Plan. In the event of any conflict between the Plan and this Confirmation Order, the
14 terms of this Confirmation Order shall govern and shall supersede the terms of the Plan.

15 18. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective
16 Date, until these cases are closed (and, if closed and then reopened, until the reopened case itself is
17 closed), this Court shall retain the fullest and most extensive jurisdiction of these cases that is permitted
18 under applicable law, including any jurisdiction that is necessary or appropriate to ensure that the
19 purposes and intent of the Plan are carried out. Without limiting the generality of the foregoing, after
20 Confirmation of the Plan and until these cases are closed, this Court shall retain jurisdiction of these cases
21 (a) to enforce and interpret the injunctive provisions of the Plan; (b) to protect Gardner-Fields, LLC from
22 any claims related to the Debtor's pre-Effective Date business activities; (c) to enforce and interpret the
23 other terms of this Plan and the terms of the Global Settlement Agreement; (d) to determine Gardner-
Fields, LLC's liability for assumed trade credit; (e) to ensure compliance with the provisions related to
the Kent Property and the Kent Equipment; and (f) to determine all matters described in Article XI of the
Plan.

1 19. Within two business days after the Effective Date, counsel for the Debtor or counsel for
2 one of the plan proponents shall file a notice with this Court indicating the specific date that is the
3 Effective Date.

4 20. The unpaid portion of the interim compensation approved by this Court on April 27, 2006
5 [Docket No. 243] shall be paid consistent with the terms of the Plan.

6 21. Notice of the entry of this Confirmation Order (the "Confirmation Notice") shall be
7 sent to all parties pursuant to Bankruptcy Rule 3020(c)(2). The Confirmation Notice shall reflect that a
8 copy of this Confirmation Order is available on the Internet at www.fieldscorp.com. The Notice of
9 Confirmation shall be published in the following newspapers:

10 Seattle Times
11 Seattle Post-Intelligencer
12 The Olympian
13 King County Business Journal
14 Puget Sound Business Journal
15 The News Tribune

16 22. The stay of Federal Rule of Bankruptcy Procedure 3020(e) is waived and does not apply
17 to the Plan or this Confirmation Order.

18 DONE this 6 day of July, 2006.

19 
20 THE HONORABLE PAUL B. SNYDER
21 UNITED STATES BANKRUPTCY JUDGE

22 Presented by:

23 BUSH STROUT & KORNFELD

By 
Armand J. Kornfeld, WSBA No. 17214
Attorneys for Gardner

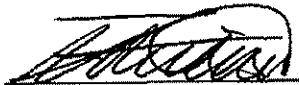
Approved as to content and form:

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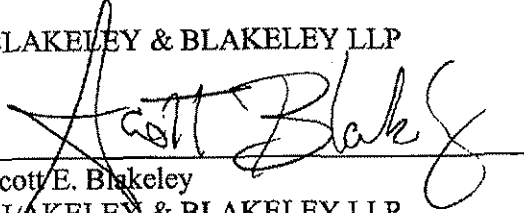
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