

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
(FORT LAUDERDALE DIVISION)  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re

Case No. 13-17273-BKC-JKO  
Chapter 7

COMPREHENSIVE CLINICAL  
DEVELOPMENT, INC., *et al.*,<sup>1</sup>

(JOINTLY ADMINISTERED)

Debtors.

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**MOTION OF CHAPTER 7 TRUSTEE MARC P. BARMAT TO  
APPROVE: (i) SETTLEMENT AND COMPROMISE OF CONTROVERSY  
WITH FORMER DIRECTORS, OFFICERS, AND/OR EMPLOYEES OF  
DEBTORS AND INSURER AND REQUEST FOR ENTRY OF BAR ORDER**

**AND**

**(ii) REQUEST FOR ENTRY OF ORDER AUTHORIZING PAYMENT  
OF EARNED 35% CONTINGENCY FEE TO TRUSTEE'S SPECIAL  
LITIGATION COUNSEL AND SPECIAL INSURANCE LITIGATION COUNSEL**

Marc P. Barmat (the "Trustee"), Chapter 7 Trustee for the jointly administered Bankruptcy Estates (the "Bankruptcy Estate") of Comprehensive Clinical Development, Inc. ("CCD") and Comprehensive Clinical Development NW, Inc. ("CCD NW" and collectively with CCD, the "Debtor"), by and through undersigned counsel, hereby files his *Motion to Approve: (i) Settlement and Compromise of Controversy with Former Directors, Officers, and/or Employees of Debtors and Insurer and Request for Entry of Bar Order and (ii) Request for Entry of Order Authorizing Payment of Earned 35% Contingency Fee to Trustee's Special Litigation Counsel and Special Insurance Litigation Counsel* (the "Motion") pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rule(s)") and Section 105(a) of Title 11 of the United States Code (the "Bankruptcy Code"), and in support thereof, states as follows:

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<sup>1</sup> The Debtors are (i) Comprehensive Clinical Development, Inc. ("CCD"), Case No. 13-17273-BKC-JKO and (ii) Comprehensive Clinical Development NW, Inc. ("CCD NW"), Case No. 13-17282-BKC-JKO.

## INTRODUCTION

1. By this Motion, the Trustee seeks: (i) approval of a \$3,975,000.00 or remaining Policy<sup>2</sup> limits, whichever is greater,<sup>3</sup> settlement and compromise (the “Settlement”) reached with U.S. Specialty Insurance Company (the “Insurer”) and the following former directors, officers, and/or employees of the Debtor (individually an “Insured” and collectively, the “Insureds”):<sup>4</sup> John J. McGovern, Margarita Morales-Perez, Stephen M. Krupa, David Eichler, John Docherty, and Joseph Riley, in connection with the pending D&O Litigation asserting, among other things, director and officer liability claims against the Insureds (the “Trustee Claims”); (ii) the entry of a bar order (as an express condition of the Settlement); and (iii) the entry of an order authorizing payment of the earned 35% contingency fee to Trustee’s special litigation counsel and special insurance litigation counsel.

2. For the reasons stated herein, the relief requested in this Motion should be granted because, among other reasons: (i) the terms of the Settlement, as set forth in the executed Settlement Agreement to Resolve, Release, and Bar Claims attached hereto as **Exhibit A** (the “Settlement Agreement”), satisfy the *Justice Oaks* standards, and are fair, reasonable, and in the best interests of the Debtor’s creditors and the Bankruptcy Estate; (ii) sufficient grounds exist for entry of the required and requested Bar Order; and (iii) the Retention Orders (defined and

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<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement attached hereto as Exhibit A.

<sup>3</sup> As set forth in the Settlement Agreement attached hereto as Exhibit A, the Settlement Payment shall be the sum of the greater of: (i) THREE MILLION NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00/100 (\$3,975,000.00); or (ii) the remaining Policy limits, which shall be calculated and determined based on the defense costs incurred and remaining Policy limits as of the date of the Final Order.

<sup>4</sup> “Insured Person” and “Insured Persons” as used herein shall mean and include (i) the Insureds as defined herein and (ii) the Insured Persons as defined in the Policy. The Policy defines Insured Persons as any past, present or future director, officer, managing member, manager or Employee of the Insured Organization, including any person in a position which is the functional equivalent thereof with respect to any entity included within the definition of Insured Organization located outside the United States.

described below) provide, among other things, that the Trustee is authorized to request approval and payment of the 35% contingency fee earned by special litigation counsel, Genovese Joblove & Battista, P.A. (“GJB”), and special insurance litigation counsel, Ver Ploeg & Lumpkin, P.A. (“VPL”), in connection with this Motion [ECF Nos. 941, 942, 956, and 957].

3. In exchange for the Bar Order, the Settlement results in a significant recovery for the Bankruptcy Estate in the form of a \$3,975,000.00 or remaining Policy limits, whichever is greater, Settlement Payment. The Settlement Payment will be funded by insurance proceeds from the “wasting limits” Policy that would otherwise be substantially, if not completely, depleted by the Insureds in defense of the Trustee Claims, and represents 100% of all remaining Policy limits, and no less than 79.5% of the full \$5,000,000 face amount of the Policy.

4. Based upon the Trustee’s evaluation of: (i) the Trustee Claims against the Insureds, (ii) the defenses raised and asserted by the Insureds; (iii) the defense costs incurred to date defending the Trustee Claims, (iv) the anticipated defense costs that will continue to be incurred defending the Trustee Claims absent a settlement, and (v) the costs and risks to the Bankruptcy Estate associated with continued litigation at both the trial and appellate levels, the Trustee believes that the Settlement should be approved.

### **FACTS SUPPORTING RELIEF REQUESTED**

#### **A. Background & Procedural History**

5. On March 29, 2013 (the “Petition Date”), the Debtor filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. [ECF No. 1];[Case No. 13-17282-BKC-JKO, ECF No. 1].

6. The Debtor’s bankruptcy cases are being jointly administered for procedural purposes only under the Lead Case, Case No. 13-17273-BKC-JKO, pursuant to this Court’s *Order*

*Granting Debtors' Motion for Joint Administration* [ECF No. 50].

7. On August 29, 2013, this Court entered its *Order Converting Cases Under Chapter 11 to Cases Under Chapter 7* [ECF No. 556] and the Trustee was appointed as the Chapter 7 Trustee in Debtor's cases [ECF No. 557];[ Case No. 13-17282-BKC-JKO, ECF No. 45].

8. After conducting a pre-suit investigation that included multiple Rule 2004 examinations, on March 26, 2015, the Trustee initiated Adversary Proceeding No. 15-01232-JKO, asserting, among other things, director and officer liability claims against the Insureds, which remains pending before the Bankruptcy Court (the "D&O Litigation").

9. During the more than two years that the D&O Litigation has been pending, the Trustee and the Insureds engaged in extensive, aggressive, heavily-contested motion practice relating to multiple issues including pleading, defense costs, discovery, mediation, and settlements with the Debtor's former auditors.

10. On February 22, 2017, the Bankruptcy Court entered an Agreed Order directing, among other things, that the Parties participate in and attend a mediation conference in connection with the D&O Litigation [Adv. Pro. No. 15-01232-JKO, ECF No. 186].

11. As a result of pre-mediation exchange of information and documents, and pre-mediation negotiations, the Parties have agreed that it is in the best interests of all involved to amicably resolve all claims asserted against the Insureds in the D&O Litigation, and that a formal mediation conference is no longer necessary.

12. The Trustee files this Motion in his capacity as the duly appointed, qualified, and acting chapter 7 Trustee of the Bankruptcy Estate.

**B. The Policy**

13. Prior to the Petition Date, the Insurer issued a Directors, Officers and

Organization Liability Insurance Policy, Policy No. 14-MGU-12-A27778 (the “Policy”), to the Debtor.

14. The Policy is a \$5,000,000 wasting asset limit of liability policy, meaning that the policy proceeds diminish as defense fees and costs are incurred and paid prior to any determination of liability on the underlying claims, thereby reducing the amount available to respond to settlements and judgments. In addition to the \$5 million of wasting asset director and officer liability coverage, the Policy provides the Insureds with an additional \$1 million Special Defense Limit, over and above the \$5 million limit, for payment of defense fees and costs.

15. The Insurer is and has been advancing defense fees and costs to at least four separate well-respected law firms representing the Insureds in connection with the D&O Litigation. To date, in the aggregate, almost \$2 million in defense fees and costs have been incurred and/or paid from the Policy in connection with the D&O Litigation (inclusive of the \$1 million Special Defense Limit), which fees and costs will continue to accrue and deplete the Policy proceeds absent approval of the Settlement.

16. Based upon the defense fees and costs that have been incurred and/or paid from the Policy to date, prior to commencement of formal discovery, and the complexity of the D&O Litigation, the Trustee anticipates that the Policy will be completely or substantially depleted by defense costs through years of future litigation through trial and potentially multiple appellate court levels.

17. The fact that the Policy is a wasting asset policy is a critical factor in evaluating the proposed Settlement because the Settlement recovers the greater of \$3,975,000.00 or remaining Policy limits for the benefit of the Bankruptcy Estate instead of the Policy being

completely or substantially exhausted in defense of the D&O Litigation.

**THE SETTLEMENT**

18. As a result of pre-mediation exchange of information and documents, and pre-mediation negotiations, the Parties have agreed that, without any admission of fault or liability, it is in their respective best interests to amicably resolve all claims, demands, and defenses that were or could have been asserted by and between them, including in connection with the D&O Litigation, and that a formal mediation conference is no longer necessary.

19. To this end, the Parties entered into the Settlement Agreement attached hereto as Exhibit A, the material terms of which are as follows:<sup>5</sup>

- a. Within ten (10) business days of the Final Order and receipt of a W-9 for the Trustee, whichever is later, the Insurer shall pay on the Insureds' behalf the sum of the greater of: (i) THREE MILLION NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00/100 (\$3,975,000.00); or (ii) the remaining Policy limits to the Trustee (the "Settlement Payment"), which shall be calculated and determined based on the defense costs incurred and remaining Policy limits as of the date of the Final Order;
- b. The Trustee shall file a Motion pursuant to Bankruptcy Rule 9019 and obtain a Final Order approving the Settlement Agreement and required Bar Order containing language substantially similar to the Bar Order set forth in Paragraph 3 of the Settlement Agreement;

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<sup>5</sup> Creditors and parties in interest are urged to read the entire Settlement Agreement. To the extent the summary of settlement terms referenced in this Motion is inconsistent with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall control.

- c. Upon occurrence of the Effective Date, the Trustee's release of claims in favor of the Insureds, the Insured Persons, and the Insurer as set forth in Paragraph 3 of the Settlement Agreement;
- d. Upon occurrence of the Effective Date, the Insureds' and Insurer's release of claims in favor of the Trustee, the Debtor, and the Debtor's Bankruptcy Estate as set forth in Paragraph 4 of the Settlement Agreement;
- e. Within five (5) business days of occurrence of the Effective Date, the Trustee, through counsel, shall dismiss with prejudice the D&O Litigation by executing, filing, and serving a stipulation of dismissal with prejudice with each party to bear its own attorneys' fees and costs commensurate with the terms of Paragraph 10 of the Settlement Agreement; and
- f. Within five (5) business days of occurrence of the Effective Date, the Trustee, through counsel, shall advise the State of Florida that he withdraws the Civil Remedy Notice dated and filed with the State of Florida on February 15, 2017.

20. As explained herein, these terms confer a material benefit on the Debtor's Bankruptcy Estate and creditors, while providing – in the form of the Bar Order – the finality necessary to avoid further litigation, preclude further “wasting” of the Policy, and effectuate the Settlement.

21. The Parties are aware that the Settlement and requested Bar Order must be noticed to all creditors and parties in interest and must be approved by the Court. In the order approving the Settlement, the Court shall retain jurisdiction regarding the interpretation, effectuation, and enforcement of the terms of the Settlement Agreement.

**REQUEST FOR APPROVAL OF SETTLEMENT**

**A. Settlement Approval Standards in the Eleventh Circuit**

22. Bankruptcy Rule 9019 (a) provides:

On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, debtor, and indenture trustees as provided in Rule 2002 and to any other entity as the court may direct.

23. Rule 9019(a) gives the Court broad authority in approving compromises or settlements. *See, e.g., In re Bicoastal Corp.*, 164 B.R. 1009, 1016 (Bankr. M.D. Fla. 1993) (*citing In re Charter Co.*, 72 B.R. 70 (Bankr. M.D. Fla. 1987)). The determination of whether to approve a compromise is a matter committed to the sound discretion of the bankruptcy judge. *River City v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 602-603 (5th Cir.1980). In exercising this discretion, the court should approve the proposed settlement if it is in the best interests of the estate. *Id.*

24. In determining whether a proposed compromise is in the best interests of the estate, the Bankruptcy Court should consider the following factors: (i) the probability of success in the litigation; (ii) the difficulties, if any, to be encountered in the matter of collection; (iii) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (iv) the paramount interests of the creditors and a proper deference to their reasonable views in the premises. *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir.1990), *cert. denied*, 498 U.S. 959, 111 S. Ct. 387, 112 L. Ed. 2d 398 (1990). A court considering the approval of a settlement need only determine whether the settlement falls below the lowest point in the range of reasonableness. *See In re Arrow Air, Inc.*, 85 B.R. 886 (Bankr. S.D. Fla. 1988); *In re Martin*, 91 F.3d 389 (3d Cir. 1996).

**B. Each *Justice Oaks* Factor Is Satisfied by the Settlement**

***The First Factor – The Probability of  
Success in the Litigation***

25. Although the Trustee strongly believes in his ability to prevail on the Trustee Claims, he also recognizes that the claims asserted against the Insureds in the D&O Litigation involve material factual and legal disputes related to decisions made, and actions taken and/or inaction, during the course of the Debtor's business, and that the Insureds have asserted a number of defenses. The Trustee also recognizes that the Insureds have advised of, and demonstrated, the intention to vigorously defend the D&O Litigation at trial, and at all available appellate levels, if a settlement could not be reached. The Settlement addresses the risks and uncertainty of litigation in connection with the Trustee Claims by recovering a material settlement payment – the greater of \$3,975,000.00 or remaining Policy limits – for the benefit of the Bankruptcy Estate and creditors.

***The Second Factor – The Difficulties, if any, to be  
Encountered in the Matter of Collection***

26. As stated above, the only available insurance for the Trustee Claims is the Policy, which is a \$5,000,000 wasting asset limit of liability policy, with an additional \$1,000,000 special defense limit, of which almost \$2 million in defense fees and costs have been incurred and/or paid in connection with the D&O Litigation, prior to commencement of formal discovery. The Trustee is concerned that continued litigation of the Trustee Claims through trial and potentially multiple appellate court levels could serve to completely or substantially deplete the remaining Policy proceeds through defense costs that will continue to be incurred defending the Trustee Claims absent a settlement. The Settlement addresses this reality by securing a payment of the greater of \$3,975,000.00 or remaining Policy limits, which funds would

otherwise be substantially, if not completely, depleted by the Insureds in defending against the Trustee Claims. Because continued litigation would substantially, if not completely, deplete the Policy, this factor supports approval of the Settlement. The Bankruptcy Estate would encounter material impediments to collection if required to litigate the Trustee Claims against the Insureds through the conclusion of trial and any appeals.

**The Third Factor – The Complexity of the Litigation Involved, and the Expense, Inconvenience and Delay Necessarily Involved**

27. The Trustee Claims involve challenges to actions and inactions by the Insureds over a course of several years in connection with the operations and business dealings and transactions of the Debtor. The D&O Litigation is both complex and expensive to pursue given the facts, circumstances, and legal theories which form the basis of the Trustee Claims against the Insureds, which will require, among other tasks, significant factual discovery and substantial expert witness testimony at trial at significant expense to the Bankruptcy Estate. The litigation against the Insureds would be very costly for the Bankruptcy Estate because of, among other things, the large number of witnesses that would be required to testify at trial. Further, the Trustee believes that regardless of the outcome at the trial level, there is a high probability the matter would be appealed. The costs associated with litigating these issues through the appellate levels would be significant and would necessarily result in significant delay to the administration of the Bankruptcy Estate and ultimate closure of this case. These substantial costs borne by the Bankruptcy Estate would be in addition to the opportunity costs in the form of depletion of the Policy attendant to continued litigation.

**The Fourth Factor – The Paramount Interest of the Creditors’ Reasonable Views**

28. The Settlement provides the Bankruptcy Estate with an opportunity to efficiently

settle significant claims on favorable terms, without the need for further costly and protracted litigation through trial and exhaustion of appellate remedies. The Settlement provides the Bankruptcy Estate with a significant recovery – the greater of \$3,975,000.00 or remaining Policy limits. As such, the Settlement serves the paramount interest of creditors.

29. Here, the Settlement, as set forth in the Settlement Agreement, meets the *Justice Oaks* standards for approval of compromises and, therefore, approval is proper pursuant to Bankruptcy Rule 9019.

30. Specifically, the Settlement: (i) is fair and reasonable; (ii) falls within the reasonable range of possible litigation outcomes; and (iii) is in the best interests of the Bankruptcy Estate because settlement (a) precludes any risks associated with litigation and collection in this matter, (b) provides a dividend available to creditors, and (c) allows for a distribution of sums and proceeds within a reasonable time.

31. Moreover, the Settlement fully and properly takes into account: (i) the probability of success in the litigation; (ii) the difficulties, if any, to be encountered in the matter of collection; (iii) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (iv) the paramount interest of the creditors and proper deference to their reasonable views in the premises. Therefore, the Court should approve the Settlement.

**C. The Bar Order Satisfies the Requirements for Approval in the Eleventh Circuit**

**Controlling and Persuasive Bar Order Case Law**

32. In approving the Settlement, the Court should enter the Bar Order, as set forth in Paragraph 3 of the Settlement Agreement, which is a material and integral term of the Settlement. Indeed, without entry of the Bar Order as negotiated by the Parties, there can be no

Settlement. Accordingly, the Trustee requests in this Motion that the Court enter the Bar Order.

33. The Bar Order sought by the Trustee in this Motion satisfies the applicable provisions of the Bankruptcy Code and controlling law in the Eleventh Circuit including *In re Munford*, 97 F.3d 449 (11th Cir. 1996) and its progeny.<sup>6</sup> Bar orders which are a part of settlement agreements are considered to be fair and equitable in the Eleventh Circuit under *Munford*, its progeny, and related law where: (i) the bar order fulfills the long-standing public policy of encouraging pretrial settlements; (ii) the settlement containing the bar order satisfies

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<sup>6</sup> See, e.g., *Apps v. Morrison (In re Superior Homes & Invs., LLC)*, 521 Fed. Appx. 895 (11th Cir. 2013); *In re U.S. Oil & Gas Lit.*, 967 F.2d 489 (11th Cir. 1992); *Brophy v. Salkin (In re Jiangbo Pharmaceuticals, Inc.)*, 550 B.R. 595 (S.D. Fla. 2015); *In re Jiangbo Pharmaceuticals, Inc.*, 520 B.R. 316 (Bankr. S.D. Fla. 2014); *In re Rothstein Rosenfeldt Adler, P.A.*, No. 09-34791-BKC-RBR, 2010 WL 3743885 (Bankr. S.D. Fla. Sept. 22, 2010); *In re Solar Cosmetic Labs, Inc.*, 2010 WL 3447268 (Bankr. S.D. Fla. Aug. 27, 2010) (Isicoff, J.); *In re First NLC Financial Serv., LLC, et al.*, No. 08-10632-PGH, Order Granting Motion Pursuant to Federal Rule of Bankruptcy Procedure 9019 Approving Settlement and Compromise by and Among Deborah C. Menotte as the Chapter 7 Trustee, the Debtors, NLC Holding Corp., MTG Finance, LLC and Affiliates Thereof, dated March 12, 2009 (Doc. 865) (Hyman, J.); *In re Rothstein Rosenfeldt Adler, P.A.*, No. 09-34791-RBR, Amended Order and Memorandum Opinion Granting Motion of Trustee Herbert Stettin to Approve Settlement with Michael Szafranski, et al., dated September 22, 2010 (Doc. 1017) (Ray, J.); *In re Rothstein Rosenfeldt Adler, P.A.*, No. 09-34791-RBR, Bar Order Pursuant to Settlement Agreement Between Trustee Herbert Stettin and Berenfeld Spritzer Shechter & Sheer, LLP, dated January 1, 2011 (Doc. 1320) and related Memorandum Opinion Granting Trustee's Motion to Compromise Controversy with Berenfeld Spritzer Shechter & Sheer and Order granting Motion to Compromise Controversy with Razorback (Doc. 1307); *In re Certified HR Serv. Co.*, No. 05-22912-RBR, Order (I) Granting Motion of Liquidating Trustee James S. Feltman to Approve Settlement and Compromise with Rosenberg, Rich, Baker, Berman & Company, a Professional Corporation, and Frank S. LaForgia Pursuant to Fed. R. Bankr. P. 9019 (Doc. 1953); and (II) Approving Bar Order/Channeling Injunction and Establishing Reserve Fund for Direct, Non-Derivative Claims of Shareholders of Certified Services, Inc., dated June 26, 2008 (Doc. 2200); *In re Rothstein Rosenfeldt Adler, P.A.*, No. 09-34791-RBR, Order Granting Motion to Approve Compromise and Settlement Between the Chapter 11 Trustee and Gibraltar Private Bank & Trust Company and for Entry of Bar Order, dated October 10, 2012 (Doc. 3500); *In re Rothstein Rosenfeldt Adler, P.A.*, No. 09-34791-RBR, Order Granting Motion of Chapter 11 Trustee Herbert Stettin Pursuant to Fed. R. Bankr. P. 9019: (i) to Approve Settlement and Compromise with Steven and Marcy Lippman and (ii) Request for Entry of Bar Order dated August 25, 2010 (Doc. 910); *In re Avantair, Inc.*, No. 8:13-bk-09719-CPM, Order Granting Motion Of Chapter 7 Trustee Beth Ann Scharrer To Approve Settlement And Compromise Of Controversy With The Former Officers, Directors, And Employees Of Avantair, Inc. And Request For Entry Of Bar Order dated November 18, 2016 (Doc. 2123); *In re The Health Support Network, Inc. et al.*, No. 8:15-BK-10966-MGW, Order Granting Motion Of Chapter 7 Trustee, Beth Ann Scharrer, To Approve: (i) Settlement And Compromise Of Controversy With The Former Officers, Directors, And Employees Of The Health Support Network, Inc. And Request For Entry Of Bar Order, And (ii) Request For Entry Of Order Authorizing Payment Of \$680,000 Earned Contingency Fee To Counsel For The Trustee Under Fee Retention Orders dated August 8, 2017 (Doc. 199).

the requirements for the approval of settlements under *Justice Oaks* (discussed in detail above); and (iii) the bar order satisfies the nonexclusive set of factors for approval of bar orders set forth in *Munford*, including (a) the non-debtor third-party claims which will be barred by the bar order are interrelated with the Estate's claims, (b) the parties opposed to the bar order have not presented sufficient evidence of the strength and existence of their claims against the beneficiary of the bar order, (c) the Estate's litigation against the beneficiary of the bar order is complex, and (d) the continued litigation by the Estate against the beneficiary of the bar order will deplete resources.

34. The law in the Eleventh Circuit regarding bar orders is clear – and it has been for twenty years: bar orders limiting or affecting non-settling parties' rights – inside and outside of bankruptcy – are a necessary, and permissible, tool available to accomplish meaningful settlements for the benefit of the bankruptcy estate and creditors. When a requested bar order is interrelated with a trustee's claim, is an essential and critical element of the settlement, is necessary to achieve complete resolution of the issues within the settlement agreement, and is fair and equitable, then the entry of a bar order is a proper exercise of the Court's power under Section 105 of the Bankruptcy Code. *Munford v. Munford, Inc. (Matter of Munford, Inc.)*, 97 F.3d 449 (11th Cir. 1996) (finding bankruptcy court had authority under Section 105(a) to enter order barring claims against certain defendants); *Apps v. Morrison (In re Superior Homes & Invs., LLC)*, 521 Fed. Appx. 895, 897 (11th Cir. 2013) (affirming bar order involving “suits between third parties” where cash and assets paid “would be exhausted by the non-Debtor Defendants’ defense of state court cases”); *see also In re Evaluation Solutions, LLC*, 2013 WL 3306216 \*1 (Bankr. M.D. Fla. June 27, 2013) (citing *In re Rothstein Rosenfeldt Adler, P.A.*, 2010 WL 3743885 \*1 (Bankr. S.D. Fla. Sept. 22, 2010)).

35. In *Superior Homes*, the Eleventh Circuit opined that the bankruptcy court's approval of the settlement with the bar order "was well within the bankruptcy court's power as a court sitting in equity." 521 Fed. Appx. at 897; citing 11 U.S.C. § 105; *Cont'l Ill. Nat'l Bank & Trust Co. of Chicago v. Chicago, R.I. & P. Ry. Co.*, 294 U.S. 648, 675, 55 S.Ct. 595, 605-06 (1935) (noting that a bankruptcy court has "[t]he power to issue an injunction when necessary to prevent the defeat" of its jurisdiction); *Alderwoods Grp., Inc. v. Garcia*, 682 F.3d 958, 967 n. 19 (11th Cir. 2012) (noting that a bankruptcy court may issue "any type of order, whether injunctive, compensative or punitive, as long as it is necessary or appropriate to carry out the provisions of the Bankruptcy Code") (internal quotation marks omitted).

36. Specifically, the Court in *Superior Homes* held that a bankruptcy court had jurisdiction to approve a settlement under Bankruptcy Rule 9019 containing a bar order preventing state court cases from proceeding against non-debtor entities. Numerous creditors had filed an involuntary chapter 11 case against Superior Homes, a home builder. A chapter 11 trustee was appointed and he initiated a proceeding to recover transfers to its principals and affiliated entities which were potentially subject to avoidance as fraudulent transfers under applicable law. *Id.* Eventually, the trustee and the transferees reached a settlement whereby, in exchange for a payment to the estate from such parties, the trustee would seek entry of a bar order enjoining third parties from pursuing the settling parties. On these facts, the Eleventh Circuit concluded that the bankruptcy court had jurisdiction to enter the bar order because the state-court litigation "had a direct impact on the [e]state" and that the potential third-party lawsuits against the remaining defendants would "directly impact" the estate because "the Trustee would not have received the \$800,000 settlement in the absence of the Bar Order". *Id.*

37. Courts in this Circuit are not hesitant to enter bar orders in recognition of the

importance bar orders have in facilitating settlements. For example, the court in *Munford* specifically identified the important policy reasons for granting bankruptcy courts the power to enter bar orders: (a) “public policy favors pretrial settlement so as to prevent the depletion of the parties’ resources and taxpayer dollars; litigation costs are particularly burdensome on a bankrupt estate”; and (b) “bar orders play an integral role in facilitating settlements.” 97 F.3d 449, 455 (11th Cir. 1996). In the case before this Court, there would be no Settlement without the Bar Order.

38. According to *In re U.S. Oil & Gas Lit.*, 967 F.2d 489 (11th Cir. 1992), “[i]f the [claims] that the district court seeks to extinguish through the entry of a bar order arise out of the same facts as those underlying the litigation, then the district court may exercise its discretion to bar such claims in reaching a fair and equitable settlement.” Pursuant to binding Eleventh Circuit precedent, the “labels” attached to the claims do not matter. The court in *U.S. Oil & Gas* emphasized that “the propriety of the settlement bar order should turn upon the interrelatedness of the claims that it precludes, not upon the labels which the parties attach to those claims.” *Id.*

39. That decision follows the decision in *Munford*, which explained that “[t]he test for determining whether a civil proceeding is related to a bankruptcy is whether the outcome of the proceeding could conceivably have an effect on the estate being administered in bankruptcy.” 97 F.3d at 453. In *Munford*, the Court held that it had the authority under section 105 and Rule 16 of the Federal Rules of Civil Procedure to facilitate settlement. *Id.* at 455.

40. Further, approval of a settlement agreement, with or without a bar order, requires a holistic analysis of the effect the approval or denial of it will have on creditors. Indeed, the Eleventh Circuit has mandated assessing “the paramount interest of the creditors and a proper deference to their reasonable views in the premises.” *In re Justice Oaks II, Ltd.*, 898 F.2d at 1549. The *Justice Oaks* factors and the *Munford* fair and equitable factors are not unrelated;

consideration of the benefit to creditors under a proposed settlement, including a bar order, is an essential task in this process.

41. The Court may enter the requested Bar Order even over the objection of parties to be barred. Notably, courts in the Eleventh Circuit have entered bar orders in varying circumstances with diverse recoveries to objecting parties. *In re Superior Homes & Invest.*, 521 Fed. Appx. at 899 (affirming entry of a bar order acknowledging that barred parties would receive a 2% distribution); *In re Van Diepen, P.A.*, 236 F. Appx. 498 (11th Cir. 2007) (affirming entry of a bar order that resulted in a 1.91% recovery to objecting creditor of debtor's principal); *Brophy v. Salkin (In re Jiangbo Pharmaceuticals, Inc.)*, 550 B.R. 595 (S.D. Fla. 2015), *aff'g In re Jiangbo Pharmaceuticals, Inc.*, 520 B.R. 316 (Bankr. S.D. Fla. 2014) (affirming entry of a bar order with barred parties having only a subordinated equity claim in bankruptcy estate); *In re Solar Cosmetic Labs, Inc.*, No. 08-15793-BKC-LMI, 2010 WL 3447268 (Bankr. S.D. Fla. Aug. 27, 2010) (approving a bar order which cut short a barred party's right to pursue indemnification claims where the barred party later paid \$505,000 to settle the same controversy); *In re S & I Investments*, 421 B.R. 569, 583 (Bankr. S.D. Fla. 2009) (approving entry of a bar order releasing a third party from potential cross-claims between her and another third party arising out of the same circumstances and facts, where the beneficiary of the bar order contributed \$10,000 – less than 2% of the settlement.); *In re Rothstein Rosenfeldt Adler, P.A.*, No. 09-34791-BKC-RBR, 2010 WL 3743885 (Bankr. S.D. Fla. Sept. 22, 2010) (bar order entered which, according to the objecting party's assertions, barred claimants holding more than \$15 million in claims from bringing actions against wrongdoers in a Ponzi scheme and provided no relief to these claimants outside of allowing claims to be filed in the bankruptcy case).

**The Bar Order is Integral to the Settlement**

42. The Insureds and Insurer negotiated the Bar Order to be an integral part of the Settlement, and, in return, the Insurer, on behalf of the Insureds, will fund the \$3,975,000.00 or remaining Policy limits, whichever is greater, Settlement Payment, which will be available for distribution to creditors of the Bankruptcy Estate. The Insureds would not have entered into the Settlement without the Bar Order. Nor would the Insurer have agreed to fund the Settlement Payment without entry and approval of the Bar Order. As such, the Bar Order, an integral component of the Settlement, directly benefits the Bankruptcy Estate and, but for the Bar Order, there would be no Settlement. And, as stated previously, without a Settlement, the remaining proceeds of the Policy will be substantially, if not completely, depleted.

**The Bar Order is Consistent with Public Policy Encouraging Settlement**

43. Approval of the Bar Order, as an integral part of the Settlement, clearly facilitates and fulfills the long-standing public policy of encouraging pretrial settlements.

**The Settlement Satisfies Justice Oaks**

44. For the reasons described in detail above, the Settlement satisfies the requirements for approval of settlements under *Justice Oaks*.

**The Claims Are Interrelated**

45. To the extent that any barred party objects to the Settlement, the Court may nevertheless approve the Settlement and Bar Order where the claims of the objecting party are interrelated with the Trustee Claims and arise out of a common nucleus of operative facts, the same transactions and occurrences, and are based on similar acts and omissions. In the event that any party objects to the Bar Order, the Trustee will address this factor at or prior to the hearing on the Motion.

**The Claims Being Barred Lack Sufficient  
Evidence of Strength & Existence**

46. To the extent that any barred party objects to the Settlement, the Court may nevertheless approve the Settlement and Bar Order where the claims of the objecting party lack sufficient evidence of strength and existence. In the event that any party objects to the Bar Order, the Trustee will address the strength and existence of the objector's claims at or prior to the hearing on the Motion.

**The Claims are Complex**

47. As discussed in detail above, the Trustee Claims against the Insureds are complex given that: (i) the Trustee Claims involve challenges to actions and inactions by the Insureds over a course of several years in connection with the operations and business dealings and transactions of the Debtor; (ii) the Trustee Claims will require, among other tasks, significant factual discovery and substantial expert witness testimony at trial; (iii) the facts and circumstances which form the basis of the claims against the Insureds are extensive and would require, among other things, testimony from at least two dozen fact witnesses; (iv) the Insureds have asserted a number of defenses; and (v) the Insureds have advised of, and demonstrated, the intention to vigorously defend the claims at trial, and at all available appellate levels, if the Settlement is not effectuated.

**Continued Litigation Will Deplete Resources**

48. Absent approval of the Settlement and Bar Order, the Trustee will continue litigating the D&O Litigation against the Insureds, which litigation involves a variety of claims, defendants, defenses, and theories of damages – to say nothing of any future appeals. This would serve to: (i) substantially deplete the resources of the Bankruptcy Estate, to the detriment of the Bankruptcy Estate's creditors, by burdening the Estate with significant litigation costs; (ii)

substantially, if not completely, deplete the proceeds remaining in the Policy; and (iii) continue to utilize the resources of the Bankruptcy Court and the appellate courts.

49. Based on the foregoing, the Bar Order required as part of the Settlement is fair and equitable under the prevailing law in the Eleventh Circuit, *Munford*, and its progeny, because: (i) the Bar Order, as an integral part of the Settlement, facilitates and fulfills the long-standing public policy of encouraging pretrial settlements; (ii) the Settlement satisfies the requirements for approval of settlements under *Justice Oaks* (as discussed in detail above); and (iii) the Bar Order satisfies the nonexclusive set of factors for approval of bar orders set forth in *Munford*, including (a) the claims which will be barred by the Bar Order are interrelated with the Estate's claims, (b) any objectors to the Settlement will not be able to present sufficient evidence of the strength and existence of their claims against the Insureds, the Insured Persons, or the Insurer, the beneficiaries of the Bar Order, (c) further litigation against the Insureds will be complex, and (d) continued litigation against the Insureds will substantially, if not completely, deplete the available resources.

**REQUEST FOR ENTRY OF ORDER AUTHORIZING  
PAYMENT OF EARNED 35% CONTINGENCY FEE TO TRUSTEE'S SPECIAL  
LITIGATION COUNSEL AND SPECIAL INSURANCE LITIGATION COUNSEL**

50. By Orders dated April 24, 2015 [ECF Nos. 956 and 957] (the "Retention Orders"), the Court approved (i) modification of GJB's employment and compensation terms and (ii) retention of VPL as special insurance litigation co-counsel, in pertinent part, as follows:

The terms of GJB's employment and compensation as special litigation counsel *nunc pro tunc* to August 29, 2013, the date services were first rendered, as approved by this Court pursuant to the GJB Initial Employment Order [ECF No. 662], is modified to, and VPL is approved as special insurance litigation co-counsel *nunc pro tunc* to March 17, 2015, the date services were first rendered, on a total straight contingency fee basis of 35% of gross recoveries with respect to all Litigation Claims (except objections to claims against directors, officers, and/or professionals of the Debtors for which director and officer liability claims and professional

liability claims, as applicable, are pursued), with GJB and VPL to be compensated such total 35% contingency fee as follows: (i) *pro rata* based upon total professional and/or para-professional hours billed up to and including recovery of GJB and VPL's total fees incurred as calculated by multiplying professional and/or para-professional hours billed and applicable billable rates (the "Pro Rata Compensation"); and (ii) any excess recovery above the Pro Rata Compensation to be paid with 75% to GJB and 25% to VPL.

...

As approved by this Court pursuant to the GJB Initial Employment Order [ECF No. 662], all requests pursuant to this Order approving this Motion for payment of GJB and VPL's professional fees in connection with the contingency fee arrangement set forth herein shall be included (i) in each respective motion to approve any and all settlements pursuant to Fed. R. Bank. P. 9019 with such request clearly set forth in the title of the motion and/or (ii) in a motion for payment of contingency fee in the event of payment other than from settlement, i.e., satisfaction of judgment, without the need to file formal fee applications; provided, however, that GJB and VPL shall file applications for or otherwise seek in compliance with the Bankruptcy Rules, Local Rules, and Bankruptcy Court and United States Trustee Guidelines, reimbursement of costs and expenses.

51. Accordingly, if the Settlement referenced herein is approved, the Trustee requests authorization and approval to pay the earned 35% contingency fee (the "Contingency Fee") to GJB, special litigation counsel, and VPL, special insurance litigation counsel, from the Settlement Payment, in accordance with the terms of the Retention Orders, without further Order of the Court.

52. Because the Settlement Payment shall be the greater of \$3,975,000.00 or remaining Policy limits, the total Contingency Fee to be paid to GJB and VPL will total either (i) \$1,391,250.00 (if remaining Policy limits does not exceed \$3,975,000.00), or (ii) 35% of remaining Policy limits (if remaining Policy limits exceeds \$3,975,000.00).

53. Pursuant to the terms of the Settlement, the Settlement Payment amount shall be calculated and determined based on the defense costs incurred and remaining Policy limits as of the date of the Final Order.

54. Upon entry of the Final Order and determination of the Settlement Payment

amount and Contingency Fee amount, the Trustee proposes to file a Notice of Settlement Payment Amount and Contingency Fee Amount with the Court.

**CONCLUSION AND  
PRAYER FOR RELIEF**

WHEREFORE, in conclusion, the Trustee respectfully requests that this Court enter an Order: (i) approving the Settlement, including the Bar Order, as set forth in the Settlement Agreement; (ii) granting the Motion and Bar Order Request; (iii) authorizing the Parties to take any and all actions and to execute any and all documents necessary and appropriate to implement and effectuate the terms of the Settlement; (iv) authorizing and approving payment of the earned 35% Contingency Fee to GJB and VPL from the Settlement Payment, in accordance with the terms of the Retention Orders, without further Order of the Court; and (v) granting such other and further relief as the Court deems appropriate.

Dated this 30th day of August, 2017.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served this 30th day of August, 2017, via the Court's CM/ECF filing system to the recipients registered to receive notices of electronic filing generated by CM/ECF and via U.S. Mail and/or electronic mail to the below-named parties as set forth on the below Service List.

By: /s/ David C. Cimo  
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**Via CM/ECF**

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Joseph Corrigan on behalf of Creditor Iron Mountain Records Management  
745 Atlantic Ave, 10 Floor

Boston, MA 02111

Creditor Committee

,

Micheal D. Disota  
Court Plaza North  
25 Main St  
Hackensack, NJ 07601

Duff & Phelps Securities, LLC.

,

Kathleen Embry  
Community Clinical Research, Inc.  
8334 Cross Park Drive  
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Williams & Connolly LLP  
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Washington, DC 20005

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5451 NW 72 Ave  
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Hollie N Hawn, Esq on behalf of Creditor Broward County  
Palm Beach County School District  
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275 Viger East #400  
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Rebecca Kinburn on behalf of Defendant John Docherty  
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New York, NY 10022-2585

Rebecca Kinburn on behalf of Defendant Joseph Riley  
575 Madison Ave  
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601 Lexington Ave  
New York, NY 10022-4611

David S. Meyer on behalf of Creditor Clinical Research Advantage, Inc  
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Office of Unemployment Compensation Tax Services, Dept of Labor and Industry,  
Commonwealth of Pennsylvania  
c/o Timothy Bortz  
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Reading, PA 19602

Ricoh USA Inc  
3920 Arkwright Rd #400  
Macon, GA 31210

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Washington, DC 20005

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Tacoma, WA 98465

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1201 Third Ave #4900  
Seattle, WA 98101

State of California Franchise Tax Board  
POB 2952  
Sacramento, CA 95812

Brent Williams  
55 East 52 St 31 Fl  
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Sean Woo  
For Tissue Inc.  
9605 Medical Center Dr #200  
Rockville, MD 20850

Felice R. Yudkin  
Court Plaza North  
25 Main St  
Hackensack, NJ 07601

**And All Parties Listed On The Creditor Mailing Matrix Attached Hereto**

# Exhibit A

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
(FORT LAUDERDALE DIVISION)  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re

Case No. 13-17273-BKC-JKO  
Chapter 7

COMPREHENSIVE CLINICAL  
DEVELOPMENT, INC., *et al.*,<sup>1</sup>

(JOINTLY ADMINISTERED)

Debtors.

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**SETTLEMENT AGREEMENT TO RESOLVE, RELEASE, AND BAR CLAIMS**

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and among Marc P. Barnat, not individually but solely in his capacity as the Chapter 7 Trustee (the “Trustee”) for the jointly administered Bankruptcy Estates (the “Bankruptcy Estate”) of Comprehensive Clinical Development, Inc. (“CCD”) and Comprehensive Clinical Development NW, Inc. (“CCD NW” and collectively with CCD, the “Debtor”), U.S. Specialty Insurance Company (the “Insurer”), and the following former directors, officers, and/or employees of the Debtor (individually an “Insured” and collectively, the “Insureds”):<sup>2</sup> John J. McGovern, Margarita Morales-Perez, Stephen M. Krupa, David Eichler, John Docherty, and Joseph Riley. From time to time in this Settlement Agreement, the Trustee, the Insurer, and the Insureds are referred to collectively as the “Parties.”

WHEREAS, the Trustee is the duly appointed and acting Bankruptcy Trustee for the Bankruptcy Estate of the Debtor as a result of the Debtor filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, conversion of the Debtor’s cases to Chapter 7 pursuant to the August 29, 2013 Order Converting Cases Under Chapter 11 to Cases Under Chapter 7 [ECF No. 556], and appointment of the Trustee as the Chapter 7 Trustee in Debtor’s cases [ECF No. 557]. The Debtor’s jointly administered Chapter 7 cases are pending in the United States Bankruptcy Court for the Southern District of Florida (the “Bankruptcy Court”), styled as *In re Comprehensive Clinical Development, Inc.*, Case No. 13-17273-BKC-JKO, and *In re Comprehensive Clinical Development NW, Inc.*, Case No. 13-17282-BKC-JKO (collectively, the “Bankruptcy Main Case”).

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<sup>1</sup> The Debtors are (i) Comprehensive Clinical Development, Inc. (“CCD”), Case No. 13-17273-BKC-JKO and (ii) Comprehensive Clinical Development NW, Inc. (“CCD NW”), Case No. 13-17282-BKC-JKO.

<sup>2</sup> “Insured Person” and “Insured Persons” as used herein shall mean and include (i) the Insureds as defined herein and (ii) the Insured Persons as defined in the Policy. The Policy defines Insured Persons as any past, present or future director, officer, managing member, manager or Employee of the Insured Organization, including any person in a position which is the functional equivalent thereof with respect to any entity included within the definition of Insured Organization located outside the United States.

WHEREAS, on March 26, 2015, the Trustee initiated Adversary Proceeding No. 15-01232-JKO, asserting, among other things, director and officer liability claims against the Insureds, which remains pending before the Bankruptcy Court (the "D&O Litigation").

WHEREAS, the Insureds deny any and all liability in connection with the D&O Litigation.

WHEREAS, the Insurer issued a Directors, Officers and Organization Liability Insurance Policy, Policy No. 14-MGU-12-A27778 (the "Policy"), to the Debtor.

WHEREAS, on February 22, 2017, the Bankruptcy Court entered an Agreed Order directing, among other things, that the Parties participate in and attend a mediation conference in connection with the D&O Litigation [Adv. Pro. No. 15-01232-JKO, ECF No. 186].

WHEREAS, as a result of pre-mediation exchange of information and documents, and pre-mediation negotiations, the Parties have agreed that it is in the best interests of all involved to amicably resolve all claims asserted against the Insureds in the D&O Litigation, and that a formal mediation conference is no longer necessary.

WHEREAS, the Parties wish to set forth the terms of their settlement in this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full and made a part of this Settlement Agreement.

2. **Effective Date.** Unless otherwise stated, the obligations, representations and warranties stated in this Settlement Agreement shall become effective on the date upon which all of the following conditions precedent have occurred (the "Effective Date");

(A) the Bankruptcy Court has entered an order pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "9019 Order") approving this Settlement Agreement and Bar Order containing language substantially similar to the Bar Order set forth in Paragraph 3 below;

(B) the 9019 Order has not been reversed, stayed, modified or amended, and as to which (i) the time to appeal, petition for certiorari or move for reargument, rehearing or a new trial has expired and no appeal, petition for certiorari or motion for reargument, rehearing or a new trial, respectively, has been timely filed (which time period shall mean, with respect to motions to correct such 9019 Order under Rule 9024 of the Federal Rules of Bankruptcy Procedure, Rule 60 of the Federal Rules of Civil Procedure or otherwise, 14 days after the entry of such 9019 Order), or (ii) any appeal, any petition for certiorari or any motion for reargument, rehearing or a new trial that has been or may be filed has been resolved by the highest court (or any other tribunal having appellate jurisdiction

over the 9019 Order) to which the 9019 Order was appealed or from which certiorari or reargument, rehearing or a new trial was sought, and the time to take any further appeal, petition for certiorari or move for reargument, rehearing or a new trial shall have expired without such actions having been taken (upon satisfaction of each condition of Paragraph 2(A) and 2(B), the 9019 Order shall be referred to as the "Final Order"); and

(C) upon receipt and bank clearance of the Settlement Payment (as defined below).

For the avoidance of any doubt, the Trustee may, but under no circumstances shall be required to, appeal any 9019 Order which fails to approve the Settlement Agreement including the Bar Order.

3. **Trustee Release to Insureds, Insured Persons, and Insurer, Court Approval, Bar Order, and Agreement to Lift of Automatic Stay.** Upon occurrence of the Effective Date, the Trustee, solely in his capacity as Trustee and on behalf of the Debtor and the Debtor's bankruptcy estate, remises, releases and forever discharges the Insureds, the Insured Persons, and the Insurer (including its predecessors, successors, assignees, affiliates, parents, subsidiaries, shareholders, designees, members, partners, directors, officers, employees, agents, representatives and attorneys) of and from the D&O Litigation claims and any and all claims, bad faith claims, extra contractual claims, sanctions, damages, demands, suits, debts, actions or causes of action of any kind, both known and unknown, held by the Trustee (solely in his capacity as Trustee and on behalf of the Debtor and the Debtor's bankruptcy estate), the Debtor, and the Debtor's bankruptcy estate relating to any act or omission by any Insured or Insured Person in their capacity as an Insured Person, or in any way related to the Debtor or the Debtor's bankruptcy case, including, without limitation, claims sounding in contract, tort, and/or violations of any federal or state statute or regulation, whether at law or in equity, direct or derivative, suspected or unsuspected, that the Trustee ever had or may now or hereafter own, hold, have or claim to have by reason of any matter, cause or thing whatsoever from the beginning of the world to the Effective Date against any Insured or Insured Person, whether such claim was made or could have been made; provided, however, that nothing contained herein shall release the Insurer or the Insureds from any obligations under this Settlement Agreement. In making this release to the Insureds, Insured Persons, and Insurer, the Trustee understands and acknowledges that he may hereafter discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of this release, but agrees that he has taken that possibility into account in reaching this Settlement Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which he expressly assumes the risk, the Trustee fully, finally, and forever settles and releases any and all claims against the Insureds, Insured Persons, and Insurer as set forth herein.

Upon occurrence of the Effective Date, the Trustee, solely in his capacity as Trustee and on behalf of the Debtor and the bankruptcy estate of the Debtor, further fully releases all claims, rights, or title to any coverage, claims, or proceeds under the Policy which the Debtor, its estate, or the Trustee claims to have now or may have in the future concerning the Policy and hereby gives the Insurer a complete and full release under the Policy.

This Settlement Agreement is without prejudice to and nothing herein shall operate or be construed to operate as a compromise, impairment, release, waiver, or as having any effect

whatsoever on any and all claims which have been or may be asserted by the Trustee against any third parties that are not the Insureds, Insured Persons, or the Insurer.

An integral part of this Settlement Agreement is the Trustee's obligation to obtain a Final Order that contains a Bar Order in a form acceptable to the Insureds. For the purposes of this Settlement Agreement, the Bar Order shall mean an order of the Bankruptcy Court that states and orders substantially as follows:

**All persons and entities, except governmental agencies, are hereby permanently enjoined, restrained, and barred from filing, commencing, conducting, asserting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, claim, demand, or other proceeding against any Insured, any Insured Person, or the Insurer (limited to such claims against the Insurer as issuer of the Policy) arising out of or related to any involvement by any Insured or Insured Person in transactions, acts, or events in any manner related to the Debtors, Comprehensive Clinical Development, Inc. and Comprehensive Clinical Development NW, Inc., or their bankruptcy cases. This injunction and bar order prohibits without limitation:**

**(a). Filing, commencing conducting or continuing any suit, action, or other proceeding (including, without limitation, any proceeding in any judicial, arbitral, administrative, or other forum) arising out of related to any involvement by any Insured or Insured Person in transactions, acts, or events in any manner related to the Debtors, Comprehensive Clinical Development, Inc. and Comprehensive Clinical Development NW, Inc., or their bankruptcy cases;**

**(b). Enforcing, levying, employing legal process, whether pre or post judgment; attaching, garnishing, sequestering (including, without limitation, any prejudgment attachment, garnishment or sequestration); bringing proceedings supplementary to execution, collecting or otherwise recovering by whatever means or in any manner from any Insured, Insured Person, or the Insurer (limited to such claims against the Insurer as issuer of the Policy) for claims arising out of related to any involvement by any Insured or Insured Person in transactions, acts, or events in any manner related to the Debtors, Comprehensive Clinical Development, Inc. and Comprehensive Clinical Development NW, Inc., or their bankruptcy cases;**

**(c). Any action seeking recovery, contribution and/or indemnity from any Insured, Insured Person, or the Insurer (limited to such claims against the Insurer as issuer of the Policy) for claims arising out of related to any involvement by any Insured or Insured Person in transactions, acts, or events in any manner related to the Debtors, Comprehensive Clinical Development, Inc. and Comprehensive Clinical Development NW, Inc., or their bankruptcy cases. Notwithstanding the foregoing, nothing in this Order shall prevent a defendant in any pending or threatened litigation in any court from claiming, to the extent applicable in such litigation, that the damages sustained by any plaintiff should be subject to setoff or other reduction in accordance with applicable non-bankruptcy law, nor shall this Order prohibit the plaintiff in**

any such action from challenging any such assertion of setoff or reduction;  
and

(d). Raising any claim or proceeding against any Insured, Insured Person, or the Insurer (limited to such claims against the Insurer as issuer of the Policy) for claims arising out of related to any involvement by any Insured or Insured Person in transactions, acts, or events in any manner related to the Debtors, Comprehensive Clinical Development, Inc. and Comprehensive Clinical Development NW, Inc., or their bankruptcy cases in forum other than the United States Bankruptcy Court for the Southern District of Florida.

The Bar Order shall not, however, impact, impair, or otherwise affect any rights that an Insured or Insured Person may have under the Policy or pursuant to any other arrangement among an Insured or Insured Person and the Insurer.

The Parties agree that upon satisfaction of each condition of Paragraph 2(A) and 2(B) of this Settlement Agreement, the automatic stay shall be lifted, to the extent it may be applicable, to permit the Insurer to: (i) make the Settlement Payment set forth in Paragraph 5; (ii) to the extent applicable, pay defense costs, without further approval from the Bankruptcy Court, for the Insureds for any existing or future claims pursuant to the terms of the Policy after the Settlement Payment has been made to the Trustee as set forth herein; and (iii) to the extent applicable, pay, without review or approval by the Bankruptcy Court, any other payments for any other existing or future claims against the Insureds pursuant to the terms of the Policy after the Settlement Payment has been made to the Trustee as set forth herein.

The Trustee, solely in his capacity as Trustee and on behalf of the Debtor and the bankruptcy estate of the Debtor, represents and warrants to the Insureds and Insurer that: (a) he has all right, title, and authority necessary to provide the release given in this Settlement Agreement; (b) he has not assigned, conveyed, sold, or transferred or attempted to assign, convey, sell, or transfer any of the claims released pursuant to this Paragraph 3, including, without limitation, any claims arising out of, based upon, or in any way involving any circumstance, event, fact, or transaction alleged or that could have been alleged against the Insureds or against the Insurer; (c) he has not commenced and is not prosecuting any arbitration or proceeding against the Insureds anywhere in the world other than the Bankruptcy Main Case identified herein; (d) he has not, and upon occurrence of the Effective Date, will not in the future solicit or accept any assignment of a claim of *any kind* against the Insureds or Insurer (but solely as Insurer under the Policy and with respect to the Debtor and the Debtor's bankruptcy estate); and (e) upon occurrence of the Effective Date, he will not request the Insureds or Insurer to defend, indemnify, or satisfy any claim(s) or award(s) made against any Insured.

4. **Insureds and Insurer Release to the Trustee, the Debtor, and the Debtor's Bankruptcy Estate.** Upon occurrence of the Effective Date, the Insureds and the Insurer remise, release, and forever discharge the Trustee (solely in his capacity as Trustee and on behalf of the Debtor and the Debtor's bankruptcy estate), the Debtor, and the Debtor's bankruptcy estate of and from any and all claims, sanctions, extra contractual claims, damages, demands, suits, debts, actions or causes of action of any kind relating to the Debtor, the Debtor's

bankruptcy estate, the Bankruptcy Main Case, or the D&O Litigation, including, without limitation, claims sounding in contract, tort, violations of any federal or state statute or regulation, contribution, indemnity, and/or any and all claims against the bankruptcy estate, including any and all pre- or post-petition claims against the estate of the Debtor, and any and all such claims, to the extent they exist or are claimed to exist, including a claim against the Debtor's bankruptcy estate for payment of the Settlement Payment pursuant to 11 U.S.C. § 502(d) and (h), whether at law or in equity, direct or derivative, known or unknown, or suspected or unsuspected, that the Insureds or Insurer may now have or may have in the future by reason of any matter, cause or thing whatsoever from the beginning of the world to the Effective Date, whether such claim was made or could have been made; provided, however, that nothing contained herein shall release the Trustee from any obligations under this Settlement Agreement. In making this release to the Trustee (solely in his capacity as Trustee and on behalf of the Debtor and the Debtor's bankruptcy estate), the Debtor, and the Debtor's bankruptcy estate, the Insureds and Insurer understand and acknowledge that they may hereafter discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of this release, but agree that they have taken that possibility into account in reaching this Settlement Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Insureds and Insurer expressly assume the risk, the Insureds and Insurer fully, finally, and forever settle and release any and all claims against the Trustee (solely in his capacity as Trustee and on behalf of the Debtor and the Debtor's bankruptcy estate), the Debtor, and the Debtor's bankruptcy estate as set forth herein.

The Insureds and Insurer represent and warrant to the Trustee that: (a) they have all right, title, and authority necessary to provide the release given in this Settlement Agreement; (b) they have not assigned, conveyed, sold, or transferred or attempted to assign, convey, sell, or transfer any of the claims released pursuant to this Paragraph 4; (c) they have not commenced and are not prosecuting any arbitration or proceeding against the Trustee (on behalf of the Debtor and the Debtor's bankruptcy estate), the Debtor, or Debtor's bankruptcy estate anywhere in the world; (d) they have not, and upon occurrence of the Effective Date, will not in the future solicit or accept any assignment of a claim of *any kind* against the Trustee, the Debtor, or Debtor's bankruptcy estate; and (e) upon occurrence of the Effective Date, they will not request the Trustee, the Debtor, or Debtor's bankruptcy estate to defend, indemnify, or satisfy any claim(s) or award(s) made against any Insured or the Insurer.

5. **Settlement Payment.** For and in consideration of each of the terms set forth herein, the Insurer shall pay on the Insureds' behalf the sum of the greater of: (i) THREE MILLION NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00/100 (\$3,975,000.00); or (ii) the remaining Policy limits to the Trustee (the "Settlement Payment"), which shall be calculated and determined based on the defense costs incurred and remaining Policy limits as of the date of the Final Order (satisfaction of each condition of Paragraph 2(A) and 2(B) of this Settlement Agreement). The Insurer will pay the Settlement Payment in the form of a check for good and collectable funds made payable to "Marc P. Barmat, Chapter 7 Trustee of the Comprehensive Clinical Development Bankruptcy Estate", which check shall be tendered to the Trustee at his office address: c/o Marc P. Barmat, Chapter 7 Trustee, FurrCohen, P.A., 2255 Glades Road, Suite 337 West, Boca Raton, FL 33431, via Federal Express. The Insurer shall pay the Settlement Payment within ten (10) business days of the Final Order (satisfaction of each condition of Paragraph 2(A) and 2(B) of this Settlement Agreement) and receipt of a W-9

for the Trustee, whichever is later. The Parties understand that no Insured is obligated to make all or part of the Settlement Payment.

6. **Dismissal of D&O Litigation.** Within five (5) business days of occurrence of the Effective Date, the Trustee, through counsel, shall dismiss with prejudice the D&O Litigation by executing, filing, and serving a stipulation of dismissal with prejudice with each party to bear its own attorneys' fees and costs commensurate with the terms of Paragraph 10 of this Settlement Agreement.

7. **Notice of Withdrawal of Civil Remedy Notice.** Within five (5) business days of occurrence of the Effective Date, the Trustee, through counsel, shall advise the State of Florida that he withdraws the Civil Remedy Notice dated and filed with the State of Florida on February 15, 2017.

8. **Non-Approval.** In the event the Settlement Agreement is not approved by the Bankruptcy Court or the Effective Date does not occur, nothing herein shall be deemed a representation or admission by any Party as to any issue, and this Settlement Agreement will be deemed null and void, including the validity of any and all instruments executed by any of the Parties for its performance and implementation prior to its approval and the Effective Date. The Parties shall be returned to the *status quo* each Party held prior to entry into this Settlement Agreement.

9. **No Admissions.** This Settlement Agreement is entered into for settlement and compromise of disputed claims and shall never be treated as an admission by any Party of any liability whatsoever or as an admission by any Party of any violation of the rights of any other Party or person, or the violation of any law, statute, regulation, duty or contract whatsoever. By entering into this Settlement Agreement, the Parties do so solely to avoid the inconvenience, expense, and uncertainty of further proceedings and expressly disclaim any liability to any other party or person.

10. **Attorneys' Fees and Costs.** Each Party will bear its own expenses, including any costs or attorneys' fees incurred in connection with the negotiation and execution of this Settlement Agreement, obtaining a Final Order approving the Settlement Agreement, the D&O Litigation, and the Bankruptcy Main Case, except that the Insureds' defense costs are reimbursable according to the terms of the Policy; provided, however, that in no event shall defense costs be paid from the Policy which would deplete the remaining Policy limits below the minimum Settlement Payment amount of \$3,975,000.00 as set forth in Paragraph 5 above. Subject to the restrictions and limitations of Paragraph 14 below, in the event that a Party hereto initiates a lawsuit or other proceeding to enforce the provisions of this Settlement Agreement or asserts the provisions of this Settlement Agreement as a defense to a lawsuit or other proceeding brought by any other Party, however, the Party prevailing in such lawsuit or civil proceeding shall be paid, in addition to all other sums that may be required to be paid, a reasonable sum for the prevailing Party's attorneys' fees and costs of action, including paralegal fees and any fees and costs on appeal.

11. **Notices.** All notices or information to be provided under this Settlement Agreement shall be sent to the following:

- a. The Trustee: David C. Cimo, Esq.  
Marilee A. Mark, Esq.  
GENOVESE JOBLOVE & BATTISTA, P.A.  
100 S.E. Second Street, 44th Floor  
Miami, Florida 33131  
Tel: 305.349.2300  
Email: dcimo@gjb-law.com  
Email: mmark@gjb-law.com
- Robert C. Furr, Esq.  
FurrCohen, P.A.  
2255 Glades Road, Suite 337 West  
Boca Raton, FL 33431  
Tel: 561-395-0500  
Email: rfurr@furrcohen.com
- b. John J. McGovern: Andrew P. Gold, Esq.  
350 East Las Olas Boulevard, Suite 1600  
Fort Lauderdale, FL 33301  
Tel: 954.463.2700  
Email: andrew.gold@akerman.com
- c. Margarita Morales-Perez: Neil P. Linden, Esq.  
GrayRobinson, P.A.  
333 S.E. 2nd Avenue, Suite 3200  
Miami, Florida 33131  
Tel: 305-416-6880  
Email: neil.linden@gray-robinson.com
- d. Stephen M. Krupa, David  
Eichler, John Docherty,  
and Joseph Riley: David A. Crichlow, Esq.  
Katten Muchin Rosenman LLP  
575 Madison Avenue  
New York, NY 10022-2585  
Tel: 212.940.8941  
Email: david.crichlow@kattenlaw.com
- Nicolette Corso Vilmos, Esq.  
Broad and Cassel LLP  
390 North Orange Avenue, Suite 1400  
Orlando, FL 32801-4961  
Tel: 407.839.4200  
Email: nvilmos@broadandcassel.com

e. U.S. Specialty Insurance Company: Christopher Tortorella  
Tokio Marine HCC – D&O Group  
8 Forest Park Drive  
Farmington, CT 06032  
Email: ctortorella@tmhcc.com

Janet McFadden, Esq.  
Douglas Mangel, Esq.  
Shipman & Goodwin LLP  
1875 K Street, NW, Suite 600  
Washington, DC 20006-1251  
Email: jmcfadden@goodwin.com  
Email: dmangel@goodwin.com

12. **Entire Agreement.** This Settlement Agreement constitutes the only existing and binding agreement of settlement among the Parties, and the Parties acknowledge that there are no other warranties, promises, assurances or representations of any kind, express or implied, upon which the Parties have relied in entering into this Settlement Agreement, unless expressly set forth herein. This Settlement Agreement shall not be modified except by written agreement signed by the Party against whom modification is sought.

13. **Parties Affected.** This Settlement Agreement shall inure to the benefit of the Parties and their officers, directors, shareholders, employees, partners, attorneys, professionals, affiliates, representatives, spouses, trustees, heirs, successors, and assigns.

14. **Governing Law/Forum Selection.** The Parties agree that the Bankruptcy Court shall have continuing jurisdiction to enforce the terms of this Settlement Agreement and the Parties expressly consent to the exercise of personal jurisdiction over them for that limited purpose. This Settlement Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

15. **Acknowledgment of Terms.** The Parties have read and understand the terms of this Settlement Agreement, have consulted with their respective counsel, and understand and acknowledge the significance and consequence of each such term. No Party is relying on information provided by or from the other Party in entering this Settlement Agreement and there are no duties of disclosure by either Party to the other. This Settlement Agreement was executed after arm's length negotiations between the Parties and their respective counsel, and reflects the conclusion of the Parties that this Settlement Agreement is in the best interests of the Parties. Each Party represents and warrants that the person executing this Settlement Agreement on his, her, or its behalf has all authority and legal right to do so and separately acknowledges and represents that this representation and warranty is an essential and material provision of this settlement and shall survive execution of this Settlement Agreement.

16. **Advice of Counsel.** The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this Settlement Agreement, have read this Settlement Agreement, and have had the opportunity to receive an

explanation from legal counsel regarding the legal nature and effect of same. The Parties have had the Settlement Agreement fully explained to them by their respective counsel and understand the terms and provisions of this Settlement Agreement and its nature and effect. The Parties further represent that they are entering into this Settlement Agreement freely and voluntarily, relying solely upon the advice of their own counsel, and not relying on the representation of any other Party or of counsel for any other Party.

17. **Severability.** Except with respect to the Bar Order required pursuant to Paragraph 3 above, if any term of this Settlement Agreement is deemed unenforceable, void or against public policy by a Court of competent jurisdiction, that term shall be severed without affecting the remainder of this Settlement Agreement.

18. **Neutral Interpretation.** In the event any dispute arises among the Parties with regard to the interpretation of any term of this Settlement Agreement, all of the Parties shall be considered collectively to be the drafting party and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall be inapplicable.

19. **Execution of Documents.** This Settlement Agreement may be executed in counterparts, that is, all signatures need not appear on the same copy and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. All such executed copies shall together constitute the complete Settlement Agreement. The Parties may execute this Settlement Agreement and create a complete set of signatures by exchanging PDF copies of the executed signature pages. Signatures transmitted in PDF format shall have the same effect as original signatures.

20. **Divisions and Headings.** The divisions of this Settlement Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement, as follows:

MARC P. BARMAT, AS CHAPTER 7 TRUSTEE  
FOR THE BANKRUPTCY ESTATE OF  
COMPREHENSIVE CLINICAL  
DEVELOPMENT, INC. AND  
COMPREHENSIVE CLINICAL  
DEVELOPMENT NW, INC.

Dated: 8/21/17

 Trustee

Dated: 8/19/17

JOHN J. MCGOVERN

*John J. McGovern*

MARGARITA MORALES-PEREZ

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

\_\_\_\_\_

STEPHEN M. KRUPA

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

\_\_\_\_\_

DAVID EICHLER

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

\_\_\_\_\_

JOHN DOCHERTY

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

\_\_\_\_\_

JOSEPH RILEY

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

\_\_\_\_\_

U.S. SPECIALTY INSURANCE COMPANY

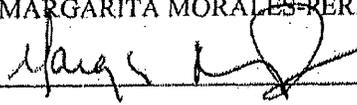
Dated: \_\_\_\_\_

\_\_\_\_\_

JOHN J. MCGOVERN

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

MARGARITA MORALES-PEREZ

Dated: 8/21/17 \_\_\_\_\_ 

STEPHEN M. KRUPA

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

DAVID EICHLER

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

JOHN DOCHERTY

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

JOSEPH RILEY

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

U.S. SPECIALTY INSURANCE COMPANY

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

JOHN J. MCGOVERN

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

MARGARITA MORALES-PEREZ

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

STEPHEN M. KRUPA

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

DAVID LICHLER

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

JOHN DOCHERTY

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

JOSEPH RILEY

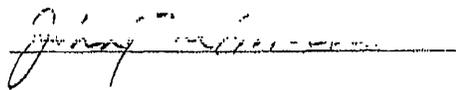
Dated: \_\_\_\_\_

U.S. SPECIALTY INSURANCE COMPANY

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

Dated: 8/10/17

JOHN J. MCGOVERIN



MARGARITA MORALES-PEREZ

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

\_\_\_\_\_

STEPHEN M. KRUPA

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

\_\_\_\_\_

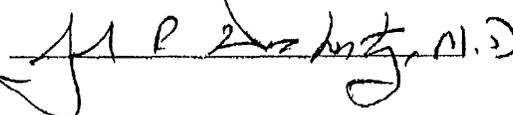
DAVID EICHLER

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

\_\_\_\_\_

JOHN DOCHERTY

Dated: 08/20/2017



JOSEPH RILEY

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

\_\_\_\_\_

U.S. SPECIALTY INSURANCE COMPANY

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

\_\_\_\_\_

JOHN J. MCGOVERN

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

MARGARITA MORALES-PEREZ

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

STEPHEN M. KRUPA

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

DAVID EICHLER

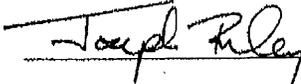
Dated: \_\_\_\_\_

JOHN DOCHERTY

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

JOSEPH RILEY

Dated: August 20, 2017



U.S. SPECIALTY INSURANCE COMPANY

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

JOHN J. MCGOVERN

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

MARGARITA MORALES-PEREZ

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

STEPHEN M. KRUPA

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

DAVID EICHLER

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

JOHN DOCHERTY

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

JOSEPH RILEY

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

U.S. SPECIALTY INSURANCE COMPANY

Dated: 8/29/2017 *Christopher Tortorella*

Label Matrix for local noticing  
113C-0  
Case 13-17273-JKO  
Southern District of Florida  
Fort Lauderdale  
Fri Aug 18 15:42:14 EDT 2017

Amneal Pharmaceuticals, LLC  
25 Main Street  
Attn: Michael D. Sirota, Esq.  
Hackensack, NJ 07601-7015

CNS Research Science Inc  
c/o David S. Meyer Esq  
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~~Cigna Health and Life Insurance Company~~  
~~c/o Leyza F. Blanco, Esq.~~  
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3100 SW 145 Avenue, Suite 340  
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c/o Aleida Martinez Molina  
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~~c/o Ronald M. Emanuel, P.A.~~  
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Building B, Suite 100  
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Charles River Laboratories Inc  
1201 Third Ave #4900  
Seattle, WA 98101-3095

Clinical Research Advantage, Inc  
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Eagle Pharmaceuticals, Inc.  
c/o Niall T. McLachlann Esq  
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Millennium Pharmaceuticals, Inc Bradley S. Shraiberg, Esq. Shraiberg, Ferrara & Landau, P.A. 2385 NW Executive Center Dr. Suite 300 Boca Raton, FL 33431-8530	Novartis Pharmaceuticals Corporation c/o Scott M. Grossman, Esq. 401 East Las Olas Blvd # 2000 Fort Lauderdale, FL 33301-4223	Office of Unemployment Compensation Tax Serv c/o Timothy Bortz 625 Cherry St #203 Reading, PA 19602-1152
Oncothyreon, Inc. c/o Steven J. Solomon, Esq. GrayRobinson, P.A. 1221 Brickell Avenue Suite 1600 Miami, FL 33131-3247	Oxford Finance LLP c/o Jonathan E Aberman Esq 222 N LaSalle St Chicago, IL 60601-1003	Oxford Finance, LLP c/o Akerman Senterfitt 350 East Las Olas Blvd. Suite 1600 Fort Lauderdale, FL 33301-4247
Pacific Avenue Professional Plaza II, LLC c/o K&L Gates LLP Southeast Financial Center 200 S. Biscayne Boulevard, Suite 3900 Miami, FL 33131-2370	Pacific Avenue Professional Plaza LLC c/o K&L Gates LLP Southeast Financial Center 200 S. Biscayne Boulevard, Suite 3900 Miami, FL 33131-2370	Perrigo Israel Pharmaceuticals, LTD.
Pfizer, Inc. c/o Craig V. Rasile, Esq. DLA Piper LLP (US) 200 South Biscayne Boulevard Suite 2500 Miami, FL 33131-5340	Pierce County 955 Tacoma Avenue So., Suite 301 Tacoma, WA 98402-2160	RSM US LLP (formerly known as McGladrey LLP) c/o James C. Moon, Esq. Meland Russin & Budwick, P.A. 200 South Biscayne Blvd., Suite 3200 Miami, FL 33131-5323
Ricoh USA Inc 3920 Arkwright Rd #400 Macon, GA 31210-1748	State of California Franchise Tax Board POB 2952 Sacramento, CA 95812-2952	<del>Sunbeam Development Corporation</del> <del>c/o Bilzin Sumberg Baena Price &amp; Axelrod</del> 1450 Brickell Avenue Suite 2300 Miami, FL 33131-3456
<del>Wells Fargo Bank, N.A.</del> <del>c/o Drw M. Dillworth</del> <del>Stearns Weaver Miller</del> 150 W Flagler Street Suite 2200 Miami, FL 33130-1545	80-164 Realty LLC 8015 164TH ST Jamaica, NY 11432-1119	A-1 Document Security Inc 2713 24th Street N Saint Petersburg, FL 33713-4045
AA Advance Air, Inc. 1920 NW 32nd Street Pompano Beach, Fl 33064-1335	AB Northside Tower, LLC Prop Manager-Northside Tower 3424 Peachtree Rd. NE Suite 1225 Atlanta, GA 30326-2863	ACCQ Writing Services, Inc. PO Box 28609 Santa Fe, NM 87592-8609
ADP, Inc. Angela Nowell 100 N Stanton St El Paso TX 79901-1407	ADP, Inc. PO Box 842875 Boston, MA 02284-2875	ADT Security Services PO BOX 371967 Pittsburgh, PA 15250-7967
AIA Services, LLC PO Box 31001-1900 Pasadena, CA 91110-1900	ALG Worldwide Logistics ALG Worldwide Attn: Barbara Font 2409 Dearborn, Ste L Missoula, MT 59801-7586	AM New York -Newsday Media Group 235 PineLawn Rd Melville, NY 11747-4226
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Great Neck, NY 11023-1228

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Holland & Knight LLP  
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Products Distribution Center PO BOX 3471  
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Attn: Research Department  
21272 Network Place  
Chicago, IL 60673-1212

Alkermes Inc  
c/o Micheal J Pappone  
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Boston MA 02109-2820

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2724 W. 84th St.  
Hialeah, FL 33016-5704

Alliance Supply  
2431 SW 35th Terrace  
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Pittsburgh, PA 15251-4818

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435 NE 23RD ST APT 204  
Miami, FL 33137-4902

American Bankers Insurance Company of Fl  
Property Middle Market  
601 Merrit 7  
Norwalk, CT 06851-1091

American Express  
4009 E Northwest Pkwy N  
Dallas, TX 75225-3301

American Express Travel Related Services Com  
Inc  
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8723 Florida Mining Blvd.  
Tampa, FL 33634-1259

Aramark Refreshment Services  
P.O. BOX 2427  
Anaheim, CA 92814-0427

Archura LLC  
PO Box 823280  
Philadelphia, PA 19182-3280

Arena International Events Group  
John Carpenter Street  
London EC4Y DAN, UK

Arrow Express Messenger Service  
PO Box 526421  
Miami, FL 33152-6421

Atlas Van Lines Inc  
POB 509  
1212 St George Rd  
Evansville IN 47711-2364

Autonomy Inc  
PO Box 8374  
Pasadena, CA 91109-8374

Autonomy, Inc  
Hewlett-Packard Comp  
5555 Windward Pkwy  
Alpharetta, GA 30004-3895

Avail Clinical  
860 Peachwood Dr  
Deland, FL 32720-0834

Badge Express, Inc.  
5763 North Andrews Way  
Ft. Lauderdale, FL 33309-2364

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8222 118th Ave N Suite 620  
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Billing Clinical  
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Billings, MT 59101-0905

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Broward County Records, Taxes & Treasury  
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115 S. Andrews Ave. # A-100  
Ft. Lauderdale, FL 33301-1888

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Governmental Center Annex  
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Fort Lauderdale, FL 33301-1818

Broward Fire Equipment Svc, In  
101 S.W. 6th Street  
Ft. Lauderdale, FL 33301-2886

Business Wire, Inc.  
Department 34182 P.O. Box 39000  
San Francisco, CA 94139-0001

CBS - Outdoor  
3745 Atlanta Industrial Drive  
Atlanta, GA 30331-1031

CCF of Atlanta, Inc.  
500 Arnold Mill Way Ste B PO Box 629  
Woodstock, GA 30188-0629

CIGNA Health and Life Insurance Co.  
c/o Wilelmina L Bergland  
900 Cottage Grove Rd B6LPA  
Hartford, CT 06152-0001

CITI Program - University of Miami  
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PO Box 24620  
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c/o Rushna Tejani Heneghan  
251 Ballardvale St  
Wilmington MA 01887-1000

Checker Cab Company  
563 Trabert Ave. N.W.  
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Cindy's Catering, Inc.  
414 NW 21st Street  
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City of Miramar  
Finance Department 2300 Civic Center Pla  
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City of Miramar  
c/o Aleida Martinez-Molina  
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Norwell, MA 02061-1612

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Clear Channel Broadcasting Inc  
PO Box 406372  
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DCX Inc  
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DCX Inc.  
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DG FastChannel, Inc.  
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1511 Pontiac Ave  
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Devhash, Inc  
628 E 20th St # 10 A  
New York, NY 10009-1524

Diversified Biotech  
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Dombrowski Catering  
3544 S. Wilkeson St.  
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Sills Cummis & Gross, P.C.  
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Atlantic Relocation Systems  
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CenturyLink Bankruptcy  
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Employment Guide  
Dominion Enterprises  
150 Granby Street,  
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Forrest T Jones/Stnd Security Life/NY  
PO BOX 416136  
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FIA Card Services, N.A. as successor to  
Bank of America, N.A. (USA)  
and MBNA America Bank, N.A.  
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Stevens & Stevens BRM, Inc  
PO BOX 388  
Pinellas Park, Fl 33780-0388

Summer D. Jensen  
29105 N.E. Tolt Hill Road  
Carnation, WA 98014-8222

Sun Life Assurance Company of Canada  
PO Box 7247-7184  
Philadelphia, PA 19170-7184

Sun Life Assurance Company of Canada (USA),  
c/o Paul W. Carey, Esq.  
Mirick O'Connell DeMallie & Lougee  
100 Front Street  
Worcester, MA 01608-1477

Sun Life Financial  
PO Box 7247-0381  
Philadelphia, PA 19170-0381

Sunbeam Development Corp.  
1401 79th Street Causeway  
Miami Beach, FL 33141-4104

Sunbeam Properties, Inc.  
1401 79th Street Causeway  
Miami Beach, FL 33141-4104

Susan Lundebjerg  
2745 SE Sedgwick Rd.  
Port Orchard, WA 98366-6900

Sushila Chelliah, MD  
5804 Coppelia Drive  
Rockville, MD 20855-2584

Tampa Bay Newspapers, Inc  
9911 Seminole Boulevard  
Seminole, FL 33772-2536

Tampa Bay Times  
PO Box 112  
St. Petersburg, FL 33731-0112

Techno Concept  
SARL au Capital 343 500 E Siret 420 025  
00026

Teva Neuroscience, Inc.  
c/o John D. Emmanuel, Esq.  
P.O. Box 1438  
Tampa, FL 33601-1438

The Atlanta Journal Constitution  
P.O. BOX 660297  
Dallas, Tx 75266-0297

The Flynn  
201 Keslsey Ln  
Tampa FL 33619-4310

The Holliswood Hospital  
87 37 Palermo St  
Holliswood NY 11423-1221

The Miami Herald Broward  
One Herald Plaza Miami  
Miami, FL 33132-1609

The Uppsala Monitoring Centre  
Box 1051 S-75140 Uppsala  
Uppsala, Sweden

The Washington Examiner  
6850 Versar Center #300  
Springfield, VA 22151-4182

Touch Sound & Vision  
10926 Hortense St.  
Los Angeles, CA 91602-1745

UPS Inc  
PO BOX 7247-0244  
Philadelphia, PA 01917-0001

US Food & Drug Administration  
Elisabeth Dickinson, Esq., Chief Counsel  
10903 New Hampshire Avenue  
Silver Spring, MD 20993-0002

Ultimate Security Systems, Inc  
PO Box 2086  
Livingston, NJ 07039-7686

Universal Hospital Services  
6625-78 St #300  
Minneapolis, MN 55439

Universal Hospital Services, Inc.  
SDS 12-0940 PO Box 86  
Minneapolis, MN 55486-0940

Universal Hospital Svcs, Inc.  
SDS 12-0940 PO Box 86  
Minneapolis, MN 55486-0940

Utah State Tax Commission  
210 N 1950 W  
Salt Lake City, UT 84134-0390

VWR International  
PO Box 640169  
Pittsburgh, PA 15264-0169

Valpak of Tampa Bay  
210 N 1950 W  
Salt Lake City, UT 84134-0390

Vanessa Vanderbrug  
Hanis Irvine Prothero PLLC  
6703 South 234th Street, Suite 300  
Kent, WA 98032-2903

Varnesh Sritharan, VP Legal Affairs  
DATATRAK International, Inc.  
5900 Landerbrook Drive, Suite 170  
Mayfield Heights, OH 44124-4085

Verizon Florida LLC  
PO BOX 920041  
Dallas, Tx 75392-0041

Verizon Wireless  
P.O. Box 25505  
Lehigh Valley, PA 18002-5505

Viamedia  
8523 Soution Center  
Attn: Accounts Rec. Dept  
Chicago, IL 60677-8005

Vince & Associates Clincial Research  
10103 Metcalk Ave.  
Overland Park, KS 66212-1758

W W Grainger Inc  
c/o Special Collections Dept  
7300 N Melvina  
Niles, IL 60714-3998

(P)WA STATE DEPT OF LABOR & INDUSTRIES  
BANKRUPTCY UNIT  
PO BOX 44171  
OLYMPIA WA 98504-4171

WATL  
Gannett Deposit PO Box 33010  
Saint Petersburg, FL 33733-8010

WDCW-TV  
22264 Collection Center Dr  
Chicago, IL 60693-0001

WGCL-TV  
PO BOX 905021  
Charlotte, NC 28290-5021

WLNy Limited Partnership  
C/O WLNy-TV INC PO Box 28132  
New York, NY 10087-8132

WMOR  
PO Box 26882  
Lehigh Valley, PA 18002-6882

WMOR This TV - Hearst Television, Inc  
214 N Tryon St 33fl  
Charlotte NC 28202-1078

WPIX-TV  
PO Box 415945  
Boston, MA 02241-5945

WSFL-ANTTV  
900 SE 3 Ave #205  
Ft Lauderdale, FL 33316-1118

WSFL-THIS  
P.O. BOX 27122  
Atlanta, GA 30384-7122

WSFL-ThisTV,WSFL-TV  
WSFL-AntTV  
c/o Kathy Bondi  
One Galleria Blvd #850  
Metairie, LA 70001-7542

WTOG TV CW44  
365 105 Terr NE  
St Petersburg FL 33716-3330

WTOG-TV St. Petersburg  
PO Box 905503  
Charlotte, NC 28290-5503

Weathervane Service, Inc.  
62 Lower Main Street  
Matawan, NJ 07747-1039

Wells Fargo Bank, N.A.  
c/o Drew M. Dillworth, Esq.  
Stearns Weaver Miller  
150 W. Flagler St., #2200  
Miami, FL 33130-1545

Western Institutn'l Review Brd  
P.O. Box 12029  
Olympia, WA 98508-2029

Wheeler BioPharm Consulting, LLC  
7715 Lake Alice Road SE  
Fall City, WA 98024-6715

Will R. Tansey  
Ravich Meyer Kirkman McGrath Nauman  
4545 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2100

Wisconsin Avenue Psychiatric  
d/b/a PIW PO Box 824131  
Philadelphia, PA 19182-4131

World Courier, Inc.  
PO Box 62277  
Baltimore, MD 21264-2277

Yuca Productions  
3011 SW 84 Ave.  
Miami, FL 33155-2450

am New York  
PO Box 3002  
Boston, MA 02241-3002

c/o Comprehensive NeuroScience  
4228 Wisconsin Ave NW  
Washinton, DC 20016-2138

eMail Signature North of America, Inc  
1 Piedmont Center 3565  
Piedmont Road NE #400  
Atlanta, GA 30305-1562

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c/o Vanessa M. Vanderburg  
1001 Fourth Ave #3200  
Seattle, WA 98154-1003

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New York, NY 10055-0004

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Rockville, MD 20850-6359

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564 Forbes Avenue  
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Pittsburgh, PA 15219-2992

William A Johnsen  
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New York, NY 10022-1615

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Comptroller of Public Accounts  
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Austin, TX 78714-9348

DIRECTV  
PO Box 60036  
Los Angeles, CA 90060-0036

Dell Financial Services, LLC  
POB 81577  
Austin, TX 78708

Great America Leasing Corp  
POB 609  
Cedar Rapids IA 52406

(d)GreatAmerica Leasing Corp  
PO Box 660831  
Dallas, TX 75266-0831

Internal Revenue Service  
7850 SW 6 Court  
Mail Stop 5730  
Fort Lauderdale, FL 33324

SensoScientific  
130 West Cochran St.  
Simi Valley, CA 93065

State of New Jersey  
Division of Taxation  
Compliance Activity  
POB 245  
Trenton, NJ 08646

WA State Dept of Labor & Industries  
Bankruptcy Unit  
POB 44171  
Olympia, WA 98504-4171

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(d)AT Conference, Inc (u)Angela King (d)Biomedical Systems Corporation  
 PO Box 2939 Logos Technologies Inc. 6012 Reliable Parkway  
 Southampton, NY 11969-2939 \*\*Creditor not a party to case per DE 21 Chicago, IL 60686-0060

(d)David A. Dworaczyk (d)Harte-Hanks Flyer Inc The Flyer.com (d)Jeanne Zemaitis, Inc.  
 7101 Millstone Ridge Court The Flyer.com P.O.Box 339 5878 Constitution Ave  
 Raleigh, NC 27614-6531 Brea, CA 92822-0339 Gurnee, IL 60031-6323

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 535 Wellington Way Suite 380 Dallas, TX 75312-0324  
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 PO Box 842103 PO Box 842103 1775 Wiehle Ave #400  
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(u)John Docherty

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(d)Kathleen Embry  
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Austin, TX 78754-5122

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