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## UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b) OBERMAYER REBMANN MAXWELL & HIPPEL LLP

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Proposed Counsel to the Debtor and Debtor in Possession

In re:

ALUMINUM SHAPES, L.L.C.,

Debtor.

Order Filed on December 28, 2021 by Clerk U.S. Bankruptcy Court District of New Jersey

Chapter 11

Case No. 21-16520-JNP

## ORDER GRANTING THE DEBTOR, ALUMINUM SHAPES, L.L.C.'S MOTION FOR AN ORDER APPROVING THE SETTLEMENT BY AND BETWEEN THE DEBTOR AND MARTIN J. WALSH, SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

The relief set forth on the following pages two (2) through three (3) is hereby

ORDERED.

DATED: December 28, 2021

Honorable Jerrold N. Poslusny, Jr. United States Bankruptcy Court

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Debtor: Aluminum Shapes, L.L.C.

**Case No:** 21-16520-JNP

Caption of Order: Order Granting Debtor's Motion for an Order Approving the

Settlement By and Between the Debtor and Martin J. Walsh, Secretary

of Labor, United States Department of Labor

Upon consideration of the motion of the Debtor, Aluminum Shapes, L.L.C. (the "Debtor") for an order approving the settlement by and between the Debtor and Martin J. Walsh, Secretary of Labor, United States Department of Labor (the "Secretary") (the "Motion")<sup>1</sup> and any response in opposition thereto; and after notice and opportunity to be heard on the Motion; it is hereby

## **ORDERED** as follows:

- 1. The Motion is **GRANTED** in its entirety;
- 2. The Settlement Agreement by and between the Debtor and the Secretary is hereby **APPROVED**.
- 3. The OSHA Proof of Claim is hereby reduced to the amount of \$1,000,000.00 without the necessity of filing an amended Proof of Claim.
- 4. Any distribution received by OSHA on account of its Proof of Claim as reduced above is hereby capped at \$200,000.00 until and unless all other unsecured claims in the same class are fully paid.
- 5. The Debtor and the Secretary are authorized to take all actions necessary to effectuate and consummate the resolution contemplated by the Settlement Agreement, and the execution and delivery of any documents, agreements, or other instruments.
- 6. This Court shall retain jurisdiction to interpret and enforce the terms of the Agreement and this Order.

<sup>&</sup>lt;sup>1</sup> Capitalized terms used in this Order but not defined herein shall have the meanings ascribed to such terms in the Motion.