

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

THE BUDD COMPANY, INC.,

Debtor.

Chapter 11

Case No. 14-11873

Honorable Jack B. Schmetterer

**NOTICE OF FILING/LODGING OF PROPOSED SETTLEMENT AGREEMENT
REGARDING ENVIRONMENTAL CLAIMS IN CONNECTION WITH
ARMY CREEK LANDFILL SITE, BLOSENSKI
LANDFILL SITE AND DELAWARE SAND AND GRAVEL SITE**

The Budd Company, Inc. (“Debtor”) and the United States, on behalf of the United States Environmental Protection Agency (“EPA”), are filing (lodging) with the Court, pending publication in the Federal Register and completion of a public comment period, a proposed SETTLEMENT AGREEMENT REGARDING ENVIRONMENTAL CLAIMS IN CONNECTION WITH ARMY CREEK LANDFILL SITE, BLOSENSKI LANDFILL SITE AND DELAWARE SAND AND GRAVEL SITE (“Settlement Agreement”) (attached hereto as Exhibit 1), resolving certain environmental claims filed in this proceeding against the Debtor by the United States on behalf of the EPA, the Blosenski Landfill PRP Group, and the DS&G Remedial Trust under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”).

Under the proposed Settlement Agreement, among other things, EPA shall have an allowed general unsecured claim against the Debtor in the aggregate amount of \$4,541,128, allocated among the three Superfund Sites as set forth in the Settlement Agreement; the Blosenski Landfill PRP Group shall have an allowed general unsecured claim against the Debtor in the amount of \$1,257,236; and the DS&G Remedial Trust shall have an allowed general unsecured claim against the Debtor in the amount

of \$399,193. In addition, the allowance of the general unsecured claims of the EPA, the Blosenski Landfill PRP Group and the DS&G Remedial Trust shall be binding against Debtor and its bankruptcy estate.

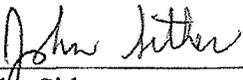
Pursuant to Paragraph 18 of the Settlement Agreement:

This Settlement Agreement shall be filed by the Debtor with the Bankruptcy Court and shall thereafter be subject to a period of public comment following publication of notice of the filing of the Settlement Agreement with the Bankruptcy Court in the *Federal Register*. After the conclusion of the public comment period, the United States will file with the Bankruptcy Court any comments received, as well as the United States' responses to the comments, and at that time, if appropriate, the United States will request approval of the Settlement Agreement. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is not in the public interest.

Accordingly, **the United States and the Debtor request that the Court take no action on the proposed Settlement Agreement at this time.** After expiration of the CERCLA-required public comment period the United States will file with the Court any comments received and, if appropriate in light of any comments received, will submit or join in a request, in accordance with CERCLA §§ 113 and 122 and Bankruptcy Rule 9019, for entry of an Order by the Court approving the Settlement Agreement.¹

¹ The proposed form of the Order can be found at Exhibit A of the Settlement Agreement.

FOR THE UNITED STATES OF AMERICA:

By: 

John Sither
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
Telephone: (202) 514-5484
Facsimile: (202) 616-6583

FOR THE DEBTOR:

By: 

Brandon W. Levitan (IL #6303819)
Proskauer Rose LLP
70 Madison Street
Chicago, Illinois 60602-4342
Telephone: (312) 962-3550
Facsimile: (312) 962-3551

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

THE BUDD COMPANY, INC.,

Debtor.

Chapter 11

Case No. 14-11873

Honorable Jack B. Schmetterer

**SETTLEMENT AGREEMENT REGARDING ENVIRONMENTAL CLAIMS IN
CONNECTION WITH ARMY CREEK LANDFILL SITE, BLOSENSKI
LANDFILL SITE AND DELAWARE SAND AND GRAVEL SITE**

This settlement agreement (the “Settlement Agreement”), among The Budd Company, Inc. and its bankruptcy estate (the “Debtor”), and the United States, on behalf of the United States Environmental Protection Agency (the “EPA”) as to the entirety of the Settlement Agreement, and solely with respect to the recitals and paragraphs 1, 2, 4, 6, 7, 8, and 16-26, the Blosenski Landfill PRP Group (the “Blosenski Landfill PRP Group”), and solely with respect to the recitals and paragraphs 1, 2, 5, 6, 7, 8, and 16-26, the DS&G Remedial Trust (the “DS&G Remedial Trust” and, collectively with the Debtor, the EPA and the Blosenski PRP Group, the “Parties”)* is entered into as of the date executed by the Parties as set forth below. In furtherance thereof, the Parties state as follows:

WHEREAS, the Debtor filed with the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) a voluntary petition for relief under

* Each individually may be referred to herein as a “Party.”

Title 11 of the United States Code (the “Bankruptcy Code”) on March 31, 2014, which has been administered as *In re*: The Budd Company, Inc., Case No. 14-11873 (the “Bankruptcy Case”);

WHEREAS, the EPA has filed a proof of claim (Claim No. 372) (the “EPA Proof of Claim”), contending that Debtor is liable under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601-9675, for costs incurred and to be incurred by the EPA plus interest in response to releases and threatened releases of hazardous substances at or in connection with the following Superfund Sites (collectively, the “Superfund Sites”, and each individually, a “Superfund Site”): the Army Creek Landfill Site in New Castle County, Delaware (the “Army Creek Site”); the Blosenski Landfill Site in Chester County, Pennsylvania (the “Blosenski Site”); and the Delaware Sand and Gravel Site, in New Castle County, Delaware (the “DS&G Site”);

WHEREAS, the EPA Proof of Claim also asserts in a protective fashion, Debtor’s liability for compliance and other obligations with respect to requirements arising under court orders, administrative orders and environmental regulatory requirements;

WHEREAS, the EPA Proof of Claim asserts the aforementioned liability for response costs plus interest as a general unsecured claim;

WHEREAS, certain potentially responsible parties have incurred, and will in the future incur, response costs at or in connection with the Blosenski Site and, operating

collectively as the Blosenski Landfill PRP Group, have filed a proof of claim (Claim No. 1387) for the Debtor's allocable share of such response costs (the "Blosenski Claim");

WHEREAS, with respect to the DS&G Site, the DS&G Remedial Trust, comprised of certain potentially responsible parties who have incurred, and will in the future incur, response costs at or in connection with the DS&G Site, have filed a proof of claim (Claim No. 1491) for the Debtor's allocable share of such costs (the "DS&G Claim");

WHEREAS, on July 29, 2015 the Debtor filed a Notice of Fourth Omnibus Objection of the Debtor to Certain Proofs of Claim (Contingent and Unliquidated and/or Duplicative Claims) (Doc. 976) (the "Fourth Omnibus Objection"), in which the Debtor objected, in whole or in part, to the EPA Proof of Claim as well as the Blosenski Claim and the DS&G Claim;

WHEREAS, the Bankruptcy Court stayed briefing regarding the Fourth Omnibus Objection, at the request of the Parties, to facilitate settlement negotiations;

WHEREAS, the Parties wish to resolve the EPA Proof of Claim, the Blosenski Claim and the DS&G Claim, and the matters addressed therein, respectively, as provided herein;

WHEREAS, this Settlement Agreement is in the public interest and is an appropriate means of resolving these matters;

NOW, THEREFORE, without the admission of liability or the adjudication of any issue of fact or law, and upon the consent and agreement of the Parties to this Settlement Agreement by their attorneys and authorized officials, it is hereby agreed as follows:

1. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334. To the extent that such consent may be necessary, each Party consents to the Court's entry of a final order regarding this Settlement Agreement.

2. The EPA, the Blosenski Landfill PRP Group, and the DS&G Remedial Trust shall have allowed general unsecured claims in the respective amounts set forth below pursuant to section 502(b) of the Bankruptcy Code (collectively "Allowed General Unsecured Claims" and each an "Allowed General Unsecured Claim"). The EPA, the Blosenski Landfill PRP Group, the individual members of the Blosenski Landfill PRP Group, the DS&G Remedial Trust, and the individual members of the DS&G Trust shall receive no distributions or payments from the Debtor in the Bankruptcy Case with respect to the liabilities and obligations of the Debtor with respect to or in connection with the Superfund Sites, other than as shall be made on account of the respective Allowed General Unsecured Claims.

3. With respect to the Army Creek Site: the EPA shall have an Allowed General Unsecured Claim in the amount of \$100,000 against the Debtor.

4. With respect to the Blosenski Site: (i) the EPA shall have an Allowed General Unsecured Claim in the amount of \$590,321 against the Debtor; and (ii) the

Blosenski Landfill PRP Group shall have an Allowed General Unsecured Claim in the amount of \$1,257,236 against the Debtor.

5. With respect to the DS&G Site: (i) the EPA shall have an Allowed General Unsecured Claim in the amount of \$3,850,807 against the Debtor; and (ii) the DS&G Remedial Trust shall have an Allowed General Unsecured Claim in the amount of \$399,193 against the Debtor.

6. As itemized in Paragraphs 3-5 hereof, each of the following Parties shall have Allowed General Unsecured Claims against the Debtor in the respective total amounts listed below:

<u>Claimant</u>	<u>Total Amount of Allowed General Unsecured Claims</u>
EPA	\$4,541,128
Blosenski Landfill PRP Group	\$1,257,236
DS&G Remedial Trust	\$399,193

7. All Allowed General Unsecured Claims authorized by this Settlement Agreement (i) shall receive the same treatment under any Chapter 11 plan, without discrimination, as all other allowed general unsecured claims under such plan, with all attendant rights provided by the Bankruptcy Code and other applicable law, and (ii) shall not be entitled to any priority in distribution over other allowed general unsecured claims.

In no event shall the Allowed General Unsecured Claims be subordinated to any other general unsecured claims pursuant to any provision of the Bankruptcy Code or other applicable law that authorizes or provides for subordination of allowed claims, including, without limitation, Sections 105, 510, and 726(a)(4) of the Bankruptcy Code.

8. a. With respect to the Army Creek Site and the DS&G Site, any cash distributions that the EPA receives on account of its Allowed General Unsecured Claims shall be deposited by the EPA into an EPA special account established for each such Superfund Site within the Hazardous Substance Superfund, to be retained and used to conduct or finance response actions at or in connection with each such Superfund Site, or if no longer needed for purposes of that specific site, to be transferred to the Hazardous Substance Superfund.

b. With respect to the Blosenski Site, any cash distributions that the EPA receives on account of its Allowed General Unsecured Claim shall be applied by the EPA to the following "Future Response Costs" Invoices: 1) BD 2731526S0021 in the amount of \$250,428.29; 2) BD 2731526S0022 in the amount of \$66,507.24; 3) BD 2731526S0023 in the amount of \$28,004.75; and 4) BD 2731526S0024 in the amount of \$44,671.61.

9. Cash distributions by the Debtor to the EPA on account of its Allowed General Unsecured Claims pursuant to this Settlement Agreement shall be made at <https://www.pay.gov> or by FedWire Electronic Funds Transfer in accordance with instructions, including a Consolidated Debt Collection System ("CDCS") number, to be

provided to the Debtor by the Financial Litigation Unit of the United States Attorney's Office for the Northern District of Illinois. At the time of any cash or non-cash distribution pursuant to this Settlement Agreement, the Debtor shall transmit written confirmation of such distribution to the U.S. Department of Justice and the EPA at the addresses specified below, and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, with a reference to Bankruptcy Case Number 14-11873, the CDCS number, and Site/Spill ID Numbers 0334 (Army Creek Site), 0349 (Blosenski Site), and 0345 (DS&G Site):

By email:
eescdcopy.enrd@usdoj.gov
Re: DOJ No. 90-11-2-556/1

Or, by 1st Class mail:
EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ No. 90-11-2-556/1

Cynthia Nadolski
Sr. Assistant Regional Counsel
Office of Regional Counsel (3RC60)
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

10. In consideration of the distributions that will be made on account of the Allowed General Unsecured Claims, and except as specifically provided in Paragraphs 11-13, the EPA covenants not to file any claim or civil action or to take administrative

action against the Debtor pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, with respect to each of the Superfund Sites.

11. The covenant by EPA set forth in Paragraph 10 extends only to the Debtor and does not extend to any other person or entity. Except as otherwise stated, nothing in this Settlement Agreement is intended as a covenant not to sue for any person or entity other than the Debtor and the EPA. The EPA and the Debtor expressly reserve all claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all other persons, firms, corporations, entities, or predecessors of the Debtor for any matter arising out of or relating in any manner to the Superfund Sites. Further, nothing in this Settlement Agreement diminishes the right of the EPA, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to enter into any settlement that gives rise to contribution protection for any person not a party to this Settlement Agreement.

12. The covenant set forth in Paragraph 10 does not pertain to any matters other than those expressly specified therein. The EPA expressly reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtor with respect to all matters other than those set forth in Paragraph 10. The EPA also specifically reserves, and this Settlement Agreement is without prejudice to, any action based on Debtor's failure to meet its obligations under this Settlement Agreement. In addition, the EPA reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtor, its successors, or assigns with respect to the Superfund Sites for liability under federal or

state law for acts by the Debtor, its successors, or assigns that first occur after the date of filing of this Settlement Agreement.

13. Nothing in this Settlement Agreement shall be deemed to limit the authority of the EPA to take any response action with respect to the Superfund Sites under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable statute or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the EPA pursuant to such authority with respect to the Superfund Sites, provided, however, that nothing in this sentence affects the covenant set forth in Paragraph 10. Nothing in this Settlement Agreement shall be deemed to limit the information-gathering authority of the EPA under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable statute or regulation with respect to the Superfund Sites, or to excuse the Debtor from any disclosure or notification requirements imposed by CERCLA or any other applicable statute or regulation with respect to the Superfund Sites.

14. The Debtor covenants not to sue, and agrees not to assert or pursue any claims or causes of action against, the United States, including any department, agency, or instrumentality of the United States, with respect to the Superfund Sites, including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507; (ii) any claim under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613; or (iii) any claims arising out of response activities at the Superfund Sites. Nothing in this Settlement Agreement

shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

15. Notwithstanding any other provision of this Settlement Agreement, the Debtor reserves, and this Settlement Agreement is without prejudice to, claims against the EPA in the event any claim is asserted by the EPA against the Debtor pursuant to any of the reservations set forth in Paragraph 12, other than for Debtor's failure to meet its obligations under this Settlement Agreement, but only to the extent that the Debtor's claim arises from the same action or matter that is the subject of the claim that the EPA is asserting pursuant to the applicable reservation.

16. The Parties hereto agree, and by approving this Settlement Agreement pursuant to Fed. R. Bankr. P. 9019 the Bankruptcy Court finds, that this Settlement Agreement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Debtor is entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are those actions and costs identified in the EPA Proof of Claim, the Blosenski Claim and the DS&G Claim, respectively, including all response actions taken or to be taken, and all response costs incurred or to be incurred, at or in connection with the Superfund Sites by the EPA or any potentially responsible parties, provided, however, that, if the EPA exercises rights under the reservations in Paragraph 12, other than for Debtor's failure to

meet its obligations under this Settlement Agreement, the “matters addressed” in this Settlement Agreement shall no longer include those actions or costs that are within the scope of any such validly exercised reservation.

17. This Settlement Agreement shall be subject to approval of the Bankruptcy Court by Final Order in form and substance attached hereto as **Exhibit A**. The Debtor shall promptly seek approval of this Settlement Agreement under Bankruptcy Rule 9019 or applicable provisions of the Bankruptcy Code, subject to the provisions of Paragraph 18, below. As used herein, “Final Order” means an order of the Bankruptcy Court, as entered on the docket in the Debtor’s Bankruptcy Case, that has not been reversed, stayed, modified or amended and to which the time to appeal, petition for certiorari, or seek re-argument or rehearing has expired and to which no appeal, re-argument, petition for certiorari, or rehearing is pending or, if an appeal, re-argument, certiorari, or rehearing thereof has been sought, such order has been affirmed by the highest court to which the order was appealed from or from which the re-argument or rehearing was sought, or certiorari has been denied, and the time to take any further appeal or to seek certiorari or further re-argument or rehearing has expired, provided, however, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Fed. R. Civ. P. 60 or Fed. R. Bankr. P. 9024 may be filed with respect to such order, as long as such a motion actually has not been filed.

18. This Settlement Agreement shall be filed by the Debtor with the Bankruptcy Court and shall thereafter be subject to a period of public comment following publication

of notice of the filing of the Settlement Agreement with the Bankruptcy Court in the *Federal Register*. After the conclusion of the public comment period, the United States will file with the Bankruptcy Court any comments received, as well as the United States' responses to the comments, and at that time, if appropriate, the United States will request approval of the Settlement Agreement. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is not in the public interest.

19. If for any reason (a) the Settlement Agreement is withdrawn by the United States as provided in Paragraph 18, or (b) the Settlement Agreement is not approved by Final Order: (i) this Settlement Agreement shall be null and void, and the Parties hereto shall not be bound under the Settlement Agreement or under any documents executed in connection herewith; (ii) the Parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; and (iii) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value.

20. This Settlement Agreement constitutes the sole and complete agreement of the Parties hereto with respect to the matters addressed herein.

21. This Settlement Agreement may not be amended or modified except by a writing signed by all the Parties and approved by the Bankruptcy Court.

22. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

23. Each person who executes this Settlement Agreement on behalf of a Party hereto represents that he or she is duly authorized to execute this Settlement Agreement on behalf of such Party.

24. Each of the Parties shall bear and be responsible for its own costs and attorneys' fees incurred in connection with the respective Claims that are the subject of this Settlement Agreement, and the resolutions thereof, including this Settlement Agreement; provided, however, that EPA reserves the right to seek reimbursement of its costs to the extent provided by CERCLA against all Parties except the Debtor, and the Parties reserve all applicable defenses to such reimbursement.

25. The Bankruptcy Court (or, upon withdrawal of the Bankruptcy Court's reference, the United States District Court for the Northern District of Illinois) shall retain jurisdiction over the subject matter of this Settlement Agreement and the Parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the Parties to apply at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.

26. This Settlement Agreement shall become effective upon the Bankruptcy Court's approval of the Settlement Agreement by Final Order.

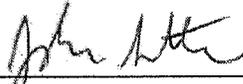
The undersigned party hereby enters into this Settlement Agreement in *In re The Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill.).

FOR THE UNITED STATES OF AMERICA:

Date: 4/7/16

By: 
NATHANIEL DOUGLAS
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Date: 4/7/16

By: 
JOHN SITHER
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

The undersigned party hereby enters into this Settlement Agreement in *In re The Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill.).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: 3/30/2016

By: Cecil Rodriguez for SMA
SHAWN M. GARVIN
Regional Administrator
Region III
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

Date: 3/24/16

By: Mary B. Coe
Mary B. Coe
Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

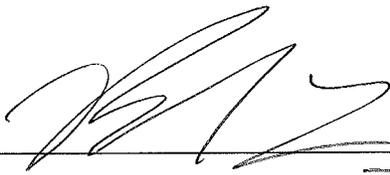
Date: 3-23-16

By: Cynthia Nadolski
Cynthia Nadolski
Sr. Assistant Regional Counsel
Office of Regional Counsel (3RC60)
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

The undersigned party hereby enters into this Settlement Agreement in *In re The Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill.).

FOR THE DEBTOR:

Date: 4/20/16

By:  _____

The undersigned party hereby enters into this Settlement Agreement, solely with respect to the recitals and paragraphs 1, 2, 4, 6, 7, 8 and 16-26 thereof, in *In re The Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill.).

FOR THE BLOSENSKI LANDFILL PRP GROUP:

Date: _____ By: _____

The undersigned party hereby enters into this Settlement Agreement, solely with respect to the recitals and paragraphs 1, 2, 5, 6, 7, 8 and 16-26 thereof, in *In re The Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill.).

FOR THE DS&G REMEDIAL TRUST:

Date: 3/21/16

By: 
John C. Andrade
Chairman, DS&G Remedial Trust
100 East Market Street, Suite 1
Newport, DE 19804

The undersigned party hereby enters into this Settlement Agreement, solely with respect to the recitals and paragraphs 1, 2, 4, 6, 7, 8 and 16-26 thereof, in *In re The Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill.).

FOR THE BLOSENSKI LANDFILL PRP GROUP:

Date: 3/18/16 By: Arthur J. Vogel, Jr.

The undersigned party hereby enters into this Settlement Agreement, solely with respect to the recitals and paragraphs 1, 2, 5, 6, 7, 8 and 16-26 thereof, in *In re The Budd Company, Inc.*, Case No. 14-11873 (Bankr. N.D. Ill.).

FOR THE DS&G REMEDIAL TRUST:

Date: _____ By: _____

EXHIBIT A – PROPOSED FORM OF ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

THE BUDD COMPANY, INC.,

Debtor.

Chapter 11

Case No. 14-11873

**ORDER APPROVING SETTLEMENT AGREEMENT
REGARDING ENVIRONMENTAL CLAIMS IN CONNECTION WITH
ARMY CREEK LANDFILL SITE, BLOSENSKI
LANDFILL SITE AND DELAWARE SAND AND GRAVEL SITE**

Upon consideration of the Motion (the “Motion”) of The Budd Company, Inc. for entry of an order pursuant to Section 105(a) of Title 11 of the United States Code (the “Bankruptcy Code”) and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) approving a settlement agreement (the “Agreement”) among, as to the entirety of the Agreement, The Budd Company, Inc. and its bankruptcy estate (the “Debtor”) and the United States, on behalf of the United States Environmental Protection Agency (the “EPA”), and solely with respect to the recitals and paragraphs 1, 2, 4, 6, 7, 8, and 16-26, the Blosenski Landfill PRP Group (the “Blosenski Landfill PRP Group”) and solely with respect to the recitals and paragraphs 1, 2, 5, 6, 7, 8 and 16-26 the DS&G Remedial Trust (the “DS&G Remedial Trust” and, collectively with the Debtor, the EPA and the Blosenski PRP Group, the “Parties”) and for allowance of claims of the EPA, the Blosenski Landfill PRP Group and the DS&G Remedial Trust; it is hereby:

FOUND AND DETERMINED THAT:

A. The Agreement is in the best interests of the Debtor, its creditors, and other parties in interest;

B. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334;

C. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b);

D. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409;

E. Due and proper notice of the Motion has been provided, and notice of the Agreement having been published in the *Federal Register* for public comment, and it appears that no other or further notice need be provided;

F. The Agreement constitutes a judicially approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and the Debtor is entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for “matters addressed” in the Agreement;

G. The Court has reviewed the Motion and any opposition thereto, [and the United States’ response to public comment,] and upon all of the proceedings before the Court and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
 2. The Agreement is approved as fair, reasonable, consistent with environmental law, and within the Debtor's sound business judgment pursuant to Bankruptcy Rule 9019, and shall be enforceable pursuant to its terms.
 3. The Parties are authorized and directed to execute and deliver all instruments and documents, and to otherwise take such action as may be necessary or appropriate to implement and effectuate the terms of the Agreement.
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4. The EPA shall have an allowed general unsecured claim against the Debtor in the aggregate amount of \$4,541,128, allocated among the Superfund Sites (as defined in the Agreement) as set forth in the Agreement.
 5. The Blosenski Landfill PRP Group shall have an allowed general unsecured claim against the Debtor in the amount of \$1,257,236.
 6. The DS&G Remedial Trust shall have an allowed general unsecured claim against the Debtor in the amount of \$399,193.
 7. The allowance of the general unsecured claims of the EPA, the Blosenski Landfill PRP Group and the DS&G Remedial Trust shall be binding against The Budd Company, Inc. and its bankruptcy estate.
 8. The Court shall retain jurisdiction over the subject matter of this Order, the Agreement and the parties thereto for the duration of the performance of the terms and provisions of the Agreement for the purpose of enabling any of the Parties to apply at any time for such further order, direction, and relief as may be necessary or appropriate for the

construction or interpretation of the Agreement or this Order or to effectuate or enforce
compliance with the terms of the Agreement or this Order.

Dated:

Chicago, Illinois

United States Bankruptcy Judge