

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE**

In re:

Financial Resources Mortgage, Inc., and
C L & M, Inc., a/k/a Commercial Project
Loan Servicing,
and other jointly administered cases*

Bk. Nos. 09-14565-JMD
09-14566-JMD
Chapter 7

Jointly Administered

**Hearing Date: 11/14/10
Hearing Time: 9:00 a.m.**

Debtors

Objection Deadline: 11/07/11

* Check the box that applies to this Pleading:

XXX This Pleading concerns all jointly administered cases.

_____ This Pleading concerns the following jointly administered case(s):

ORDER ON CHAPTER 7 TRUSTEE'S MOTION TO APPROVE COMPROMISE AND SETTLEMENT WITH GOULD & BURKE, PLLC, MICHAEL BURKE, AND MICHAEL GOULD PRIOR TO LITIGATION

CAME BEFORE THE COURT ON November 14, 2011 the Chapter 7 Trustee's Motion to Approve Compromise and Settlement with Gould & Burke, PLLC, Michael Burke and Michael Gould Prior to Litigation ("the Motion") and, after notice and hearing as is appropriate under the circumstances, and all parties having been heard, it is hereby FOUND that:

A. The Trustee gave notice of the Motion to all creditors in the case as indicated in his Certificate(s) of Service filed with the Motion;

B. Michael Burke, Michael Gould, Gould & Burke, PLLC and/or their insurer ("G&B") have scheduled the outside, non-bankruptcy mediation process referenced in the Motion, which is scheduled in front of mediator William Mulvey, Esq., on December 12 and 13, 2011 in Concord, New Hampshire;

C. The settlement proposed in the Motion and the attached Settlement Agreement was an arms-length transaction reached after much negotiation and investigation by the Trustee, and is fair and reasonable and in the best interests of the bankruptcy estate(s);

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Motion is granted and the terms and conditions stated therein and in the attached Settlement Agreement are approved and incorporated herein by reference.

2. Within 14 days of this Order G&B shall pay the sum of Four Hundred Thousand Dollars and No Cents (\$400,000.00) (“the Settlement Payment”) to the estate of CLM for a full release by the Trustee on behalf of all the Jointly Administered Debtors.

3. Upon payment of the Settlement Payment, any injunction imposed by this Court in the adversary proceeding known as *Notinger, et al. v. Tebbe, et al.*, Adv. Pro. No. 09-1184-JMD (“the Omnibus Adversary”) is dissolved with regard to G&B or the remaining \$1,600,000.00 of insurance proceeds referenced in the Motion (“the Remaining Insurance Proceeds”). Further, the Trustee shall have no claim against the Remaining Insurance Proceeds, except for any “split” of anticipated recovery from G&B in any previously or subsequently approved separate Settlement Agreement filed in the Omnibus Adversary between the Trustee and any Defendant therein.

SO ORDERED.

Dated: _____

J. Michael Deasy, Bankruptcy Judge
U.S. Bankruptcy Court for the District of NH