

EXHIBIT “K”

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Attorneys for Official Committee of Unsecured Creditors

1 UNITED STATES BANKRUPTCY COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3

4 In re:

5 HELLER EHRMAN LLP,

6
7 Debtor,

Case No. 08-32514

Chapter 11

ADVERSARY PROCEEDING

Ad. Pro. Case No. 09-03058

**[PROPOSED] FINAL ORDER
APPROVING SETTLEMENT BETWEEN
THE DEBTOR, NON-DEBTOR
DEFENDANTS, THE COMMITTEE AND
THE PLAINTIFF CLASS**

The Honorable Dennis Montali

First Amended Complaint filed April 23, 2009

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13 DEBORA K. BIGGERS, CARL
14 GOODMAN, ANNA SCARPA, and
MARJORIE NORRIS, individually, on
behalf of all others similarly situated,

15 Plaintiffs,

16 vs.

17 HELLER EHRMAN LLP, a California
18 Limited Liability Partnership; HELLER,
19 EHRMAN, WHITE & McAULIFFE, A
20 PROFESSIONAL CORPORATION, a
California professional corporation;
21 HELLER, EHRMAN, WHITE &
22 McAULIFFE (WASHINGTON), P.S., a
Washington professional corporation;
23 HELLER, EHRMAN, WHITE &
24 McAULIFFE (ALASKA), P.C., an Alaska
professional corporation; HELLER,
25 EHRMAN, WHITE & McAULIFFE, A
26 PROFESSIONAL CORPORATION, a New
27 York professional corporation; HELLER
28 EHRMAN (CHINA), P.C., a District of
Columbia professional corporation;
MATTHEW LARRABEE, individually and
on behalf of those similarly situated;
ROBERT HUBBLE, individually and on
behalf of those similarly situated; STEVEN
KOPPEL, individually and on behalf of those
similarly situated; MARIE FIALA,
individually and on behalf of those similarly
situated; MARK WEEKS, individually and

1 on behalf of those similarly situated; LYNN
2 LOACKER, individually and on behalf of
3 those similarly situated; BARRY LEVIN,
4 individually and on behalf of those similarly
5 situated; KENNETH CHERNOF,
6 individually and on behalf of those similarly
7 situated; LAWRENCE KEESHAN,
8 individually and on behalf of those similarly
9 situated; ROBERT ROSENFELD,
10 individually and on behalf of those similarly
11 situated; PETER BENVENUTTI,
12 individually and on behalf of those similarly
13 situated; and JONATHAN HAYDEN,
14 individually and on behalf of those similarly
15 situated,

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Defendants.

1 The Court, having considered the Joint Motion for Final Approval of Class Settlement
2 dated _____, 2010 on behalf of the above-captioned debtor and debtor in
3 possession (“Debtor”); Heller Ehrman (California), A Professional Corporation, Heller Ehrman
4 (Washington), P.S., Heller, Ehrman, White & McAuliffe (Oregon), P.C., Heller Ehrman (Alaska),
5 P.C., Heller Ehrman (New York), A Professional Corporation, and Heller Ehrman (China), P.C.
6 (collectively the “Professional Corporation Defendants”); the Official Committee of Unsecured
7 Creditors of the Debtor (“the Committee”); and all former employees of Heller Ehrman LLP who
8 worked at or reported to one of the Debtor’s facilities and who Heller Ehrman LLP terminated
9 without cause on or after October 10, 2008 as part of or as the reasonably expected consequence
10 of a mass layoff or plant closing at the Facilities (collectively hereinafter the “Plaintiff Class” and
11 individually hereinafter referred to as “Plaintiff Class Member”), for an order approving the
12 proposed Compromise and Settlement Agreement (the “Settlement Agreement”)¹ settling wage
13 class claims and certain other claims (the “Joint Motion”). The Court finds:

- 14 A. The Court has entered an Order on _____, 2010 granting
15 preliminary approval of the Settlement Agreement and approving the form and
16 manner of notice of the Settlement Agreement and the deadline for opting-out and
17 objections to be given to all Plaintiff Class Members and the Defendant
18 Shareholder Class;
- 19 B. Due notice has been given to the Plaintiff Class and the Defendant Shareholder
20 Class of the proposed Settlement Agreement, the right to opt-out of the respective
21 class, the right to object to the proposed Settlement Agreement and the right to
22 appear in person or by counsel at the fairness hearing; and no other and further
23 notice is required and such notice is deemed proper and sufficient under the
24 circumstances;

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26 _____
27 ¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the
28 Compromise and Settlement Agreement, as appropriate.

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- C. The Court held a fairness hearing on _____, 2010 to consider final approval of the Settlement Agreement;
- D. All Class Members who did not exercise the right to opt-out of the Class are bound by this Order and the terms of the Settlement Agreement;
- E. The terms of the Settlement Agreement are fair, reasonable and adequate under Federal Rule of Civil Procedure 23 incorporated by Rule 7023 of the Federal Rules of Bankruptcy Procedure;
- F. The terms of the Settlement Agreement are in the best interests of the Debtor's estate;
- G. The Settlement Agreement was negotiated at arms length and in good faith, is fair equitable and in the best interests of the Debtor's estate; and
- H. Other good and sufficient cause exists for granting the relief requested in the Joint Motion.

IT IS HEREBY ORDERED THAT:

- 1. The Settlement Agreement, attached hereto as **Exhibit 1**, is APPROVED as fair and reasonable. The parties are authorized to implement its terms.
- 2. Upon the Effective Date, any and all claims that have been scheduled on behalf of, or filed by, the Plaintiff Class or the Plaintiff Class Member who have not opted out of the Settlement Agreement in this chapter 11 case, for any and all claims which relate to or are based on the facts alleged in the Individual Proofs of Claim or the Amended Complaint including, but not limited to, claims relating to the federal and California WARN Acts, waiting time penalties/exemplary damages, or wages, severance, payments for accrued, vested and unused vacation or benefits under any federal, state or local law or regulation arising out of the employment or termination of the Plaintiff Class Members' employment by the Debtor, including, but not limited to: (i) all claims asserted or that could have been asserted in the

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Amended Complaint; (ii) the WARN claims; and (iii) any other claims for vacation, back or severance pay, wages, or benefits based on or arising out of any federal, state or local statute, ordinance or regulation, are disallowed and expunged in their entirety.

3. The Class Proof of Claim is hereby deemed withdrawn, expunged and disallowed. A Plaintiff Class Member who timely Opts-Out out of the Settlement Agreement shall have the right to file an individual proof of claim setting forth, on an individual basis, the same claims as were set forth in the Class Proof of Claim. Such individual proof of Claim shall be deemed timely filed only if it is filed no later than thirty (30) days after entry of this Final Judgment, after which time such individual proofs of claim shall be time barred.

4. Upon the Effective Date, this Order shall operate as a full and final release and discharge, by all members of the Class, that do not opt-out of the Settlement Agreement, for and on behalf of themselves, and their respective predecessors, successors assigns, (collectively, the "Releasing Parties"), of the Shareholder Liquidation Trust, the Debtor, the non-Debtor Defendants, the Debtor's estates, the non-Debtor Defendants' estates, the Defendant Shareholder Class and its Members (except those who have Opted-Out of the Settlement Agreement and their estates, the Debtor's and Professional Corporation Defendants' current and former parents, liquidating trustee, subsidiary and affiliated entities, and their respective officers, directors, shareholders, agents, employees, partners, members, accountants, attorneys, representatives and other agents, and all of their respective predecessors, successors and assigns (collectively, the "Released Parties"), of and from any and all claims, demands, debts, liabilities, obligations, liens, actions and causes of action, costs, expenses, attorneys'

1 fees and damages of whatever kind or nature, at law, in equity and
2 otherwise, whether known or unknown, anticipated, suspected or disclosed,
3 which the Releasing Parties may now have or hereafter may have against
4 the Released Parties, which relate to or are based on accrued, vested, and
5 unused vacation, federal and state WARN Acts; wages due under contract;
6 or severance pay or benefits arising out of the termination of the
7 employment of the Plaintiff Class or the Plaintiff Class Members by the
8 Debtor, including, but not limited to: (i) all claims asserted or that could
9 have been asserted in the Class Action; (ii) claims based on the federal
10 and/or California WARN Acts; (iii) waiting time penalties and damages;
11 (iv) the Individual Proofs of Claim and the Class Proof of Claim; and (v)
12 any other claims for back or severance pay or wages or benefits based on
13 or arising out of any federal, state, or local statute, ordinance or regulation,
14 provided, however, that the following claims and/or rights of the Plaintiff
15 Class or Plaintiff Class Members shall not be released by this Order: (i) any
16 obligation created by or arising out of this Settlement; (ii) rights, if any,
17 arising under or related to any employee's Supplemental Profit Sharing
18 Contributions pursuant to Heller Ehrman LLP's 401k Retirement Savings
19 and Profit Sharing Plan; and (iii) any claims which the law clearly states
20 may not be released by settlement. The claims released hereunder are
21 referred to hereafter as the "Claims." All rights of the Debtor, non-Debtor
22 Defendants and the Committee to object to, offset or oppose any and all
23 claims, obligations, or causes of action, of any type, except those claims
24 expressly allowed under the Agreement, are expressly reserved.

- 25 5. The administrative claim of attorneys' fees and costs to Class Counsel as
26 set forth in the Settlement Agreement shall be allowed pursuant to the
27 terms of the Settlement Agreement and this order.
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6. The Adversary Proceeding styled *Debora K. Biggers, et al. v. Heller Ehrman LLP, et al.*, which is presently pending in the Bankruptcy Court as Adversary Proceeding No. 09-03058 (“Class Action”), is hereby dismissed, with prejudice, with each party to bear its own costs except as provided in the Settlement Agreement and this Order.

7. Nothing in this Order, the Settlement Agreement or any of the pleadings and papers filed in support of the approval of the Settlement Agreement constitute a waiver of any right of the Debtor, the non-Debtor Defendants, the Defendant Shareholder Class Members, their estates or their successors or assigns, to assert against the persons listed on Exhibit A to the Settlement Agreement any claims, counterclaims, rights of offset or recoupment, preference actions, fraudulent-transfer actions, or any other bankruptcy or non-bankruptcy claims.

This Court shall retain jurisdiction, even after the closing of this bankruptcy case, with respect to all matters arising from or related to the implementation of this Order.

Date: _____

JUDGE OF THE U.S. BANKRUPTCY COURT,
NORTHERN DISTRICT OF CALIFORNIA