

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

Chapter 7

JESSE MORTON HILSEN a/k/a
JESSE HILSEN GRUNENBAUM a/k/a
JOSEPH GRUNENBAUM a/k/a
JESS GRUNEN,

Case No. 05-30850-ess

Debtor.

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RICHARD O'CONNELL, as Chapter 7 Trustee
of Jesse Morton Hilsen a/k/a Jesse Hilsen
Grunenbaum a/k/a Joseph Grunenbaum a/k/a
Jess Grunen,

Plaintiff,

Adv. Pro. No. 06-1249-ess

-against-

JOAN PACKLES a/k/a JOAN MARGOLIS,
CHUCK ROCKWELL, LTD., DOUG LANDON,
LTD., OPTIMUM RESOURCES, INC.,
BATYA TOV HILSEN a/k/a BATYATOV
HILSEN,

Defendants.
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ERRATA TO MEMORANDUM DECISION APPROVING THIRD
AMENDED AND RESTATED SETTLEMENT AGREEMENT

HONORABLE ELIZABETH S. STONG
UNITED STATES BANKRUPTCY JUDGE

The Memorandum Decision Approving Third Amended and Restated Settlement Agreement dated March 17, 2009, is hereby amended as follows:

On page 14, the third sentence of the second paragraph which currently reads: **“And second, the Margolis Defendants agree to pay the Trustee an additional \$50,000, five years after the effective date of the Settlement Agreement, provided that during those five years, neither Rita Hilsen nor any entity owned or controlled by her, her children, professionals, agents, heirs, successors, or assigns has commenced a legal proceeding, motion or action against any of the Margolis Releasees relating to the Debtor, the bankruptcy estate, the released claims, the Adjudicated Property, or the Story Rights, or filed any motions or legal proceedings seeking clarification or interpretation of the order approving the settlement, or served a subpoena upon any of the Margolis Releasees. Settlement Agreement ¶ 12.”** should be replaced with following sentence: **“And second, the Margolis Defendants agree to pay an additional \$50,000, five years after the effective date of the Settlement Agreement, provided that during those five years, neither Rita Hilsen nor any entity owned or controlled by her, her children, professionals, agents, heirs, successors, or assigns has commenced a legal proceeding, motion or action against any of the Margolis Releasees relating to the Debtor, the bankruptcy estate, the released claims, the Adjudicated Property, or the Story Rights, or filed any motions or legal proceedings seeking clarification or interpretation of the order approving the settlement, or served a subpoena upon any of the Margolis Releasees. Settlement Agreement ¶ 12.”**

On page 27, the third sentence of the fourth paragraph which currently reads: **“All or substantially all of the second payment will be paid to Rita Hilsen, as a priority creditor.”**

should be replaced with “**All of the second payment will be paid to Rita Hilsen as a priority creditor.**”

IT IS SO ORDERED

s/Elizabeth S. Stong
ELIZABETH S. STONG
UNITED STATES BANKRUPTCY JUDGE

Dated: Brooklyn, New York
April 1, 2009