

UNITED STATES BANKRUPTCY COURT
DISTRICT OF VERMONT



In re:

**SUPER LIFT CRANE RENTALS, INC.,
Debtor.**

**Chapter 7 Case
04-10256**

In re:

**SUPERIOR STEEL & PRECAST ERECTORS, INC.,
Debtor.**

**Chapter 7 Case
04-11145**

In re:

**THEODORE J. MAYO, SR.
Debtor.**

**Chapter 7 Case
04-11106**

ORDER
DENYING MOTIONS FOR RELIEF FROM STAY, DETERMINING MATTER TO BE CORE,
DIRECTING REMOVAL FROM DISTRICT COURT, AUTHORIZING
JOINT ADMINISTRATION OF PROCEEDINGS, SETTING STATUS CONFERENCE
AND DENYING MOTION TO APPROVE COMPROMISE

WHEREAS, on March 11, 2005, the Trustees of the Iron Workers District Counsel of New England Pension, Health and Welfare, Annuity, Vacation, and Education Funds (the “Trustees”) and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local 474, AFL-CIO (the “Union,” collectively with the Trustees, the “Creditors”) filed a motion for relief from stay in each of the above-captioned bankruptcy proceedings seeking this Court’s permission to continue litigation that had commenced in the United States District Court for the District of Vermont (No. 1:03-cv-00166 JGM) (the “District Court Action”) to determine the extent of the respective Debtors’ liabilities to the Creditors¹ (the “Motions for Relief”); and

WHEREAS in the Motions for Relief the Creditors agree that the Bankruptcy Court may make the determination of the Debtors’ outstanding liabilities if all parties agree that the matter is core and that the Bankruptcy Court may make a final and binding judgment as to liability²; and

¹ See SLCR doc. # 16; SSPE doc. # 28; TJM doc. # 55.

² See SLCR doc. # 16 p. 4, fn 1; SSPE doc. # 28 p. 4, fn 1; TJM doc. # 55 p. 4, fn 1.

WHEREAS Douglas J. Wolinsky in his capacity as chapter 7 trustee to Super Lift Crane Rentals, Inc. (the “Super Lift Trustee”)³, John R. Canney, III in his capacity as chapter 7 trustee to Superior Steel & Precast Erectors, Inc. (the “Superior Steel Trustee”)⁴, Superior Steel & Precast Erectors, Inc.⁵, Super Lift Crane Rentals by and through its principal and attorney⁶, and Theodore J. Mayo, Sr.⁷ (collectively, the “Parties”) have each filed statements acknowledging that the dispute between the Creditors and the Debtors is a core proceeding and consenting to this Court’s making a final and binding judgment as to the extent of each of the Debtor’s liability; and

WHEREAS the Creditors, the Super Lift Trustee, and the Superior Steel Trustee reached a compromise and settlement in the District Court Action and moved for this Court’s Approval of the Stipulated Judgment which is the basis of the proposed settlement⁸ (the “Motions to Compromise”); and

WHEREAS Theodore J. Mayo, Sr. has objected to the Motions to Compromise⁹ asserting, *inter alia*, that the proposed settlement may affect his personal liability to the Creditors or prejudice his rights in other litigation between the Parties;

AFTER DUE CONSIDERATION of the Motions for Relief, the various consents of the Parties, the Motion to Compromise, and the record in these three cases,

THE COURT FINDS that it has jurisdiction to enter a final judgment in the dispute by and among the Creditors, Super Life Crane Rentals, Inc., Superior Steel & Precast Erectors, Inc., and Theodore J. Mayo, Sr. which is the subject of the Motion to Compromise;

THE COURT FURTHER FINDS that in the interest of judicial economy and the efficient administration of the three bankruptcy estates and the litigation among these Parties, the proposed removal of the District Court Action to this Court is appropriate;

THE COURT FURTHER FINDS that the various consents of the Parties to this Court’s jurisdiction render the pending Motions for Relief moot;

THE COURT FURTHER FINDS that the record currently before this Court is insufficient for the Court to make a determination on the Motions to Compromise;

Accordingly, IT IS HEREBY ORDERED:

1. The Creditors’ Motion for Relief from Stay against Super Life Crane Rentals, Inc., Superior Steel & Precast Erectors, Inc., and Theodore J. Mayo, Sr. is denied as moot.

³ See SLCR doc. #26; SSPE doc. # 42; TJM doc. # 68.

⁴ See SSPE doc. # 41.

⁵ See SLCR doc. #23; SSPE doc. #37; TJM doc. # 63.

⁶ See SLCR doc. # 27; SSPE doc. #43; TJM doc. # 69.

⁷ See SLCR doc. #23; SSPE doc. #37; TJM doc. # 63.


⁸ See SLCR docs. ## 19, 25, 28; SSPE docs. ## 32, 41, 44; TJM doc. # 70.

⁹ See SLCR doc. # 24; SSPE doc. #38.

2. The Motions to Compromise are denied at this time without prejudice.
3. In furtherance of the representations of the Parties that they acknowledge the subject litigation to be core and wish to proceed with that litigation in this Court (where the three related bankruptcy cases are pending), the Parties are directed to file a Notice of Removal with the District Court in accordance with the applicable Federal Rules of Bankruptcy Procedure and the local rules, initiating an adversary proceeding in this Court, within ten (10) days of this Order.
4. Once the adversary proceeding has been commenced, all future filings with respect to the dispute by and among the Creditors, Super Life Crane Rentals, Inc., Superior Steel & Precast Erectors, Inc., and Theodore J. Mayo, Sr. shall be filed in that adversary proceeding;
5. A status hearing shall be held on **June 21, 2005 at 11:30 A.M.** at the United States Bankruptcy Court, Federal Building, 11 Elmwood Avenue, Burlington, VT to assess whether there is any reason not to jointly administer the adversary proceeding originating in the removed District Court Action with the other pending adversary proceedings involving these parties, *to wit*, adversary proceedings ## 04-1067 and 04-1072. If the Parties file a motion for joint administration of these adversary proceedings and an order is entered granting that relief **by June 17, 2005**, then upon request of the Parties, the Court may cancel this status hearing.

SO ORDERED.

May 23, 2005
Rutland, Vermont



Colleen A. Brown
United States Bankruptcy Judge