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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND, OREGON

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Attorneys for Receiver  
Thomas F. Lennon

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

**IN RE: CONSOLIDATED CAPITAL  
CONSULTANTS LITIGATION**

Case No. CV 00-1290-KI

**ORDER AUTHORIZING RECEIVER TO  
TAKE CERTAIN ACTIONS IN  
CONNECTION WITH SETTLEMENTS OF  
RELATED LITIGATION**

Date: June 19, 2002

Time: 9:00 a.m.

Ctrm: 9A

Judge: Hon. Garr M. King

On June 19, 2002, at 9:00 a.m., in Courtroom 9A, the Court heard the Motion of Thomas F. Lennon, Receiver ("Receiver") for an Order Authorizing the Receiver to Take Certain Actions in Connection with the Settlements of Related Litigation, which settlements were concurrently presented to the Court for approval. David L. Osias of Allen Matkins Leck Gamble & Mallory

LLP appeared on behalf of the Receiver. Other appearances were as noted on the record.

The Court finds that this Motion was duly noticed;

The Court finds that the actions proposed to be taken by the Receiver in connection with the proposed settlements of the Related Litigation are reasonable and within the Receiver's sound business discretion, and in the best interests of the CCL receivership estate, and good cause otherwise appearing,

IT IS HEREBY ORDERED:

1. The Court approves the Receiver's execution of the Settlement Agreements on behalf of the Receivership Estates and confirms the Receiver's authority to enter into the Settlement Agreements on behalf the otherwise unrepresented CCL Clients, identified on Exhibit "C" to the Settlement Agreements, pursuant to the Court's Order Authorizing the Receiver's Participation in Mediation of Related Litigation, entered January 25, 2001.

2. The Court approves the Receiver's sale of the WCC Class B Stock and Liquidation Bond, free and clear of liens and interests, as requested in the Motion to approve the Settlement Agreements and will issue an Order in the form submitted as Exhibit "A" to the Receiver's moving papers herein.

3. The Receiver's agreement, on behalf of the Receivership Estates, to compromise the claim of Dean Kirkland, as referenced in section 3.3 of the Wilshire Settlement Agreement and set forth in the Receiver's moving papers herein, is approved.

4. The Receiver's agreement, on behalf of the Receivership Estates, to compromise the claims of Blake Grayson and the Blake

and Erika Grayson LLC, as referenced in section 3.3 of the Wilshire Settlement Agreement and set forth in the Receiver's moving papers herein, is approved.

5. The Receiver's agreement, on behalf of the Receivership Estates, to compromise the claims of Robert Maloney and the Klamath County Investment Fund, as referenced in section 3.3 of the Lane Powell Settlement Agreement, is approved.

6. The Receiver is hereby authorized to return to the Receivership Estates the portions of the dividends which would otherwise be payable on the claims of Kirkland, Maloney, Klamath, and Blake Grayson, but are disallowed per the parties' agreements or permitted objections, for payment of other claims against the Receivership Estates, including administrative claims, pursuant to whatever plan of distribution is ultimately approved by the Court.

7. Pursuant to the Wilshire Settlement Agreement, the Receiver is authorized, on behalf of CCL, to agree to rescission of CCL's Directors and Officers policy of insurance issued by AISLIC.

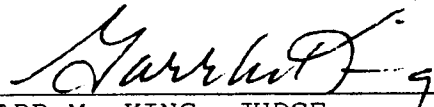
8. Except for any continuing rights, obligations and duties under such Settlement Agreements, once approved, the Receiver is hereby relieved of any further responsibility or obligation to mediate on behalf of or represent the otherwise unrepresented CCL Clients in mediations, settlement negotiations or litigation. Pursuant to section 5.16 of the Wilshire Settlement Agreement, among others, to the extent the unrepresented CCL Clients, identified in Exhibit "C" to the Settlement Agreements, wish to

pursue any non-settling parties in litigation, they must join any pending lawsuits in their own name and through their own counsel, or file separate lawsuits on their own behalf. In either event, or if the unrepresented CCL Clients determine not to pursue lawsuits against any non-settling parties, such CCL Clients will be bound by the Settlements entered into by the Receiver to date including, without limitation section 7.3.1 thereof.

IT IS SO ORDERED.

Dated:

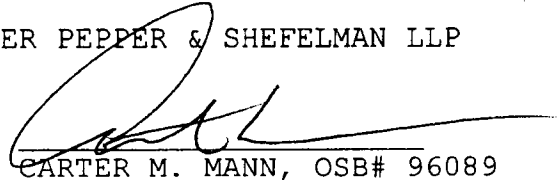
June 19, 2002

  
GARR M. KING, JUDGE  
UNITED STATES DISTRICT COURT

Submitted by:

FOSTER PEPPER & SHEFELMAN LLP

By:



CARTER M. MANN, OSB# 96089  
Attorneys for Thomas F. Lennon,  
Receiver for Capital Consultants, LLC