



[D.I. 513] (the "Confirmation Order"), the post-confirmation discharge injunction in the Confirmation Order, and any stays, automatic or otherwise, currently in existence with respect to Swift, whether pursuant to section 362(a) of the Bankruptcy Code, the Plan, the Confirmation Order or otherwise, shall be modified solely to the extent necessary to allow GLO to (i) adjudicate and liquidate their claims for damages, if any, in the Lawsuit against Swift in the 53rd Judicial District Court, Travis County, Texas; and (ii) to have the amount paid in accordance with the terms and provisions of the Plan.

2. GLO's claim for damages in the Lawsuit shall be liquidated in accordance with applicable state law. Any appeal by Swift relating to the Lawsuit shall be prosecuted in accordance with applicable State law.

3. No execution on any judgment obtained by GLO will take place with respect to Swift or to any asset of Swift except as permitted by the Plan.

4. Nothing contained herein shall be construed to limit, modify or impair the rights of Swift or any insurer under any contractual agreement between the Swift and any insurer.

5. Nothing in this Order shall limit the rights of Swift to oppose or defend against the Lawsuit.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation and implementation of this Order.

Dated: Sept. 6, 2016  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE