

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)

In re: *
Case No. 25-11237-NVA
E. E. MARR ERECTORS, INC., *
Debtor. *

* * * * *

MORGAN W. FISHER, *
CHAPTER 7 TRUSTEE, *
Plaintiff, Adversary No. 25-00456 *
v. *

BAY CRANE MID-ATLANTIC, LLC, *
Defendant. *

* * * * *

**TRUSTEE’S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT
BY AND BETWEEN TRUSTEE AND DEFENDANT**

Morgan W. Fisher, the Chapter 7 trustee in the above-captioned bankruptcy case and the plaintiff in the above-captioned adversary proceeding (the “Trustee”), by his undersigned counsel, pursuant to Fed. R. Bankr. P. 9019, files this motion seeking the approval of a settlement agreement by and between the Trustee and the defendant herein, Bay Crane Mid-Atlantic, LLC (the “Motion”). In support of this Motion, the Trustee states as follows:

Background

1. The debtor herein, E. E. Marr Erectors, Inc. (the “Debtor”), commenced the above-captioned case (the “Bankruptcy Case”) by filing a voluntary petition under Chapter 7 of the Bankruptcy Code on February 14, 2025 (the “Petition Date”).

2. The Trustee was appointed to serve as interim trustee in the Bankruptcy Case, and no other trustee was appointed at the Debtor's meeting of creditors held on March 26, 2025. The Trustee has accepted his appointment, has qualified and is acting in that capacity.

The Controversy

3. Prior to the Petition Date, on or about December 12, 2024, and December 19, 2024, the Debtor issued the defendant herein, Bay Crane Mid-Atlantic, LLC (the "Bay Crane"), Check No. 10454 and Check No. 10466 in the amounts of, respectively, \$53,482.40 and \$215,784.70 (the "Transfers"). The Transfers, totaling \$269,267.10, were made to satisfy numerous invoices dating back to July of 2024.

4. On December 29, 2025, the Trustee filed a Complaint to Avoid and Recover Transfers (the "Complaint"), thereby commencing the above-captioned adversary proceeding (the "Adversary Proceeding") wherein the Trustee asserted that the Transfers are avoidable and recoverable under 11 U.S.C. §§ 547, 550 (the "Trustee's Preference Claims").

5. Bay Crane has timely filed an answer to the Complaint wherein it has asserted defenses to the Trustee's Preference Claims, and the Parties have conducted informal discovery and settlement negotiations.

The Settlement

6. Bay Crane and the Trustee have reached a resolution of the Trustee's Preference Claim, the terms of which are more fully set forth in a settlement agreement dated May 5, 2026 (the "Settlement Agreement"). A copy of the Settlement Agreement is attached hereto as *Exhibit A*.

7. As more fully set forth in the Settlement Agreement, United Rentals has agreed to pay the Trustee \$25,000.00.

Standard

8. Pursuant to Fed. R. Bankr. P. 9019, courts may approve a compromise or settlement after notice and a hearing.

9. “It is well established that a bankruptcy court’s approval of a settlement . . . is within its sound discretion.” *St. Paul Fire & Marine Ins. Co. v. Vaughn*, 779 F.2d 1003, 1010 (4th Cir. 1985). “Objection [to a proposed settlement] is not fatal to such a settlement if ‘[it] is found to be in the best interests of the estate as a whole.’” *Id.* (quoting *In re Flight Transp. Corp. Securities Litigation*, 730 F.2d 1128, 1138 (8th Cir. 1984)). *See also, Rahman v. Oncology Associates, P.C.*, 269 B.R. 139, 150 (D. Md. 2001) (“[T]he essential inquiry which this Court must make in this particular case is to determine whether the compromise reached by the parties is ‘fair and equitable’ and in the best interests of the estate.”); *In re Smith*, 210 B.R. 689, 692 (Bankr. D. Md. 1997) (“[I]t is also the obligation of a bankruptcy court to review independently a proposed compromise to determine whether it is fair and equitable and in the best interests of the bankruptcy estate.”).

10. When determining whether a particular settlement is “in the best interests of the estate,” a court must consider the following factors: (a) the probability of success in litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved (including the expense, inconvenience and delay necessarily attending the litigation); and (d) the paramount interest of the creditors and a proper deference to their reasonable views. *Rahman v. Oncology Associates, P.C.*, 269 B.R. at 149.

Argument

11. The Trustee believes that the Settlement Agreement is in the best interest of the bankruptcy estate. Taking into consideration the defenses of Bay Crane as well as the cost of

litigation, the Trustee believes that the Settlement Agreement is in the best interests of the bankruptcy estate.

12. The Settlement Agreement is also in the best interests of the estate because it provides funds for payment to the Debtor's creditors (\$25,000.00).

13. As required by Local Bankruptcy Rule 9013-2, the Trustee hereby states that no memorandum will be filed and that he will rely solely upon this Motion.

WHEREFORE, for the foregoing reasons, Morgan W. Fisher, the Trustee, respectfully requests the following relief:

A. That the Court enter an order approving the Settlement Agreement by and between the Trustee and the Bay Crane; and

B. That the Court grant the Trustee such other and further relief as is just and equitable.

/s/ Craig B. Leavers

Craig B. Leavers, Bar No. 26914
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030
Phone: (443) 318-4526
Craig@LeaversLaw.com

Attorney for Morgan W. Fisher, Trustee

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 6th day of May, 2026, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

J. Daniel Vorsteg, Esq.
Whiteford, Taylor & Preston LLP
8830 Stanford Blvd., Suite 400
Columbia, Maryland 21045
(Attorney for Bay Crane Mid-Atlantic, LLC)

And on the parties listed below by first class mail, postage prepaid:

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

Daniel Alan Staeven, Esq.
Frost & Associates, LLC
839 Bestgate Road, Suite 400
Annapolis, Maryland 21401
(Attorney for Debtor)

E. E. Marr Erectors, Inc.
2039 Hollins Ferry Road
Baltimore, Maryland 21230
(Debtor)

/s/ Craig B. Leavers

Craig B. Leavers

EXHIBIT A

SETTLEMENT AGREEMENT

This Agreement is made this 5th day of May, 2026, by and between **MORGAN W. FISHER, CHAPTER 7 TRUSTEE FOR THE ESTATE OF E. E. MARR ERECTORS, INC.** (the “Trustee”) and **BAY CRANE MID-ATLANTIC, LLC** (“Bay Crane”) (collectively, the “Parties”).

WHEREAS, on February 14, 2025 (the “Petition Date”), E. E. Marr Erectors, Inc. (the “Debtor”) filed a voluntary petition under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland (the “Bankruptcy Court”), thereby commencing that bankruptcy case styled *In re E. E. Marr Erectors, Inc.*, Case No. 25-11237-NVA (the “Bankruptcy Case”);

WHEREAS, the Trustee was appointed to serve as interim trustee in the Bankruptcy Case, and no other trustee was appointed at the Debtor’s meeting of creditors held on March 26, 2025. The Trustee has accepted his appointment, has qualified and is acting in that capacity;

WHEREAS, prior to the Petition Date, on or about December 12, 2024, and December 19, 2024, the Debtor issued Bay Crane Check No. 10454 and Check No. 10466 in the amounts of, respectively, \$53,482.40 and \$215,784.70 (the “Transfers”);

WHEREAS, the Transfers, totaling \$269,267.10, were made to satisfy numerous invoices dating back to July of 2024;

WHEREAS, on December 29, 2025, the Trustee filed a Complaint to Avoid and Recover Transfers (the “Complaint”), thereby commencing that adversary proceeding styled *Morgan W. Fisher, Chapter 7 Trustee v. Bay Crane Mid-Atlantic, LLC.*, Adversary Proceeding No. 25-00456-NVA (the “Adversary Proceeding”), wherein the Trustee asserts that the Transfers are avoidable and recoverable under 11 U.S.C. §§ 547, 550 (the “Trustee’s Preference Claims”);

WHEREAS, Bay Crane has timely filed an answer to the Complaint wherein it has asserted defenses to the Trustee's Preference Claims, and the Parties have conducted informal discovery and settlement negotiations;

WHEREAS, the Trustee and Bay Crane desire to settle the Trustee's Preference Claims upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and for good and valuable consideration, the receipt of which is hereby acknowledged, and without waiving any rights or claims and without any admission of liability, the Parties agree as follows:

1. **Settlement.** The Trustee's Preference Claims against Bay Crane shall be resolved as follows:

1.1. **Settlement Payment to Trustee.** Within Twenty (20) calendar days after entry of Approval Order, as that term is defined by paragraph 1.4 herein, Bay Crane shall remit to the Trustee a single payment of \$25,000.00 (the "Settlement Payment").

1.2. **The Trustee's Release.** Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), the Trustee does hereby forever release and discharge Bay Crane and any of its agents, officers, managers, employees and attorneys from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration, arising in connection with any act or omission which the Trustee ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement arising out of or related to any and all transfers made by the Debtor to Bay Crane, the Trustee's Preference Claims and/or the Adversary

Proceeding. To that end, contingent upon the clearing of the Settlement Payment and entry of the Approval Order, the Trustee shall dismiss with prejudice the Adversary Proceeding.

1.3. Bay Crane's Release. Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), Bay Crane, on behalf of itself, its successors or assigns, does hereby forever release and discharge the Trustee and the bankruptcy estate of the Debtor, as well as their respective professionals, from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration, arising in connection with any act or omission which Bay Crane ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement arising out of or related to any and all transfers made by the Debtor to Bay Crane, the Trustee's Preference Claims and/or the Adversary Proceeding.

1.4. Approval of Agreement. The Trustee shall, at the earliest possible date, file a motion with the Bankruptcy Court seeking entry of an Order authorizing the Trustee to settle the Trustee's Preference Claims in accordance with the terms and conditions provided for in this Agreement (the "Approval Order").

2. Miscellaneous.

2.1. Cooperation, Further Assurances. The Parties agree to execute and deliver such instruments and take such further actions as another party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

2.2. Entire Agreement. This Agreement shall constitute the entire agreement among the Parties with respect to the subject matter hereof and shall supersede all prior negotiations,

agreements, arrangements and understandings, both oral and written, between the Parties with respect to such matter.

2.3. Amendment. This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the Parties (and, if required, approved by the Bankruptcy Court).

2.4. Waivers and Remedies. The waiver by any of the Parties of any other Party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any of the Parties of the right to exercise any right or remedy that it may possess hereunder shall not operate nor be construed as a bar to the exercise of any right or remedy by such Party upon the occurrence of any subsequent breach or violation.

2.5. Governing Law. The laws of the State of Maryland shall govern the rights and obligations of the Parties under this Agreement, as well as the interpretation and construction and enforceability thereof, and any issues relating to the transactions contemplated herein, without giving effect to the principles of conflicts of laws that would require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Bankruptcy Court shall have the exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Bankruptcy Court.

2.6. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" signature page were an original thereof.


2.7. Rule of Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and the Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

2.8. Captions and Headings. The captions, headings and titles in this Agreement are inserted only as a matter of convenience and for reference and in no way define or limit the scope of this Agreement, and shall not be used in construing this Agreement.

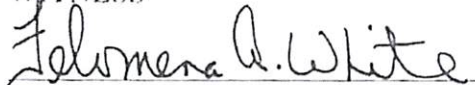
2.9. Binding Effect. This Agreement shall not be binding in any way upon the Parties unless (a) each Party executes and delivers the Agreement to the other, (b) the Approval Order is entered by the Bankruptcy Court, and (c) the Settlement Payment is remitted to the Trustee and is not returned for insufficient funds or for any other reason.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WITNESS




WITNESS



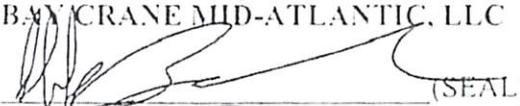
(Signature)



(Print Name)

 Trustee

(SEAL)
By: Morgan W. Fisher, Chapter 7 Trustee

BAY CRANE MID-ATLANTIC, LLC


(SEAL)
By: Philip Bernardo - VP.

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In re: *
* **Case No. 25-11237-NVA**
E. E. MARR ERECTORS, INC., *
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Debtor. *

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MORGAN W. FISHER, *
CHAPTER 7 TRUSTEE, *
*
Plaintiff, * **Adversary No. 25-00456**
*

v. *
*
BAY CRANE MID-ATLANTIC, LLC, *
*
Defendant. *

* * * * *

**ORDER APPROVING SETTLEMENT AGREEMENT
BY AND BETWEEN TRUSTEE AND DEFENDANT**

Upon consideration of the Trustee’s Motion for Approval of Settlement Agreement By and Between Trustee and Defendant (the “Motion”), and no opposition to the Motion having been filed, and having determined that the proposed settlement at issue in the Motion is in the

best interests of the Debtor's estate, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Motion is hereby GRANTED; and it is further

ORDERED, that the terms of the settlement agreement dated May 6, 2026, attached to the Motion as Exhibit A (the "Settlement Agreement"), are hereby approved; and it is further

ORDERED, that Morgan W. Fisher, the Chapter 7 trustee, may take any and all actions necessary and appropriate to effectuate and consummate the Settlement Agreement.

cc: J. Daniel Vorsteg, Esq., *via CM/ECF*

Craig B. Leavers, Esq., *via CM/ECF*

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

Daniel Alan Staeven, Esq.
Frost & Associates, LLC
839 Bestgate Road, Suite 400
Annapolis, Maryland 21401

E. E. Marr Erectors, Inc.
2039 Hollins Ferry Road
Baltimore, Maryland 21230

END OF ORDER