

Exhibit B

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SEP 07 2004

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LUTHER D. THOMAS, Clerk
By: *[Signature]* Deputy Clerk

ELAINE L. CHAO,)
Secretary of Labor,)
U.S. Department of Labor,)
)
Plaintiff,)
)
vs.)
)
INTERNATIONAL UNION OF INDUSTRIAL)
AND INDEPENDENT WORKERS, OAK TREE)
ADMINISTRATORS, INC., GEOFFREY J.)
BELTZ, JAMES MILLER,)
DAVID WRIGHT, HENRY SOLOWIEJ,)
CHERILLE G. SHELP, and INTERNATIONAL)
UNION OF INDUSTRIAL AND INDEPENDENT)
WORKERS BENEFIT FUND,)
)
Defendants.)

FILE NO.
1:04-CV-0943-BBM

PRELIMINARY INJUNCTION

Plaintiff, Secretary of Labor, United States Department of Labor, pursuant to her authority under Sections 502(a)(2) and 502(a)(5), 29 U.S.C. §§ 1132(a)(2) and 1132(a)(5), of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq., ("ERISA") has filed a Renewed Request for a Preliminary Injunction against Defendants Geoffrey L. Beltz ("Beltz") and David Wright ("Wright"). Predicate to this Preliminary Injunction, the Parties have entered into an Agreement to settle the claims asserted in this action. The

Agreement is contingent upon payment of an agreed sum by the Defendants' insurer. Accordingly, in the event that the settlement is not consummated, Defendants Beltz and Wright expressly reserve, and do not waive any or all defenses they have but, to avoid the risk and uncertainty of litigation, Beltz and Wright have agreed to the entry of the Preliminary Injunction and said parties do now consent to the entry of a Preliminary Injunction and Order in accordance herewith.

IT IS HEREBY ORDERED THAT:

1. Defendants Beltz and Wright and all persons in active concert or participation with them are hereby removed from any positions as fiduciaries that they currently hold with respect to the International Union of Industrial and Independent Workers Benefit Fund (the "Benefit Fund") and are enjoined from exercising, or attempting to exercise, directly or indirectly, any discretionary authority or discretionary control with respect to the management or administration of the Benefit Fund. Neither Beltz, Wright nor any entity wholly or partially owned or controlled by either of them who receives actual notice of this Order may serve or continue to serve as trustee, service provider, fiduciary, or administrator to the Plan.

2. To the extent they have not done so already, Defendants Beltz and Wright shall provide this Court and the

Independent Fiduciary with all information, in their actual or constructive possession or control, pertaining to the location and identification of Benefit Fund assets including, but not limited to, all bank accounts and information pertaining to the location and identification of any other accounts that may hold the assets of the Benefit Fund;

3. The operation and administration of the Benefit Fund by Defendants Beltzand Wright shall be immediately halted, including the marketing of the Benefit Fund to participants. Beltzand Wright, their agents, employees, service providers, depositories, banks, accountants, attorneys, and any other person or entity acting in concert with or at their direction with actual notice of this Order are hereby enjoined to preserve and secure all books, records, and documents which relate to the management or administration of the Benefit Fund and its assets and to comply in good faith with the terms of this Order;

4. Jeanne Barnes Bryant, Esq., is appointed as this Court's receiver or Independent Fiduciary of the Benefit Fund, with plenary authority to administer the Benefit Fund and its assets and to implement its orderly termination. The Independent Fiduciary shall collect, marshal, and administer the assets of the Benefit Fund, including those sums owing and payable to the Benefit Fund, process the Benefit Fund's

unadjudicated claims, identify all creditors of the Benefit Fund and the amount of its claims, recommend an orderly plan of liquidation to the Court, and take such further actions with respect to the Benefit Fund which may be appropriate. The Independent Fiduciary is authorized to exercise full discretionary authority and discretionary control with respect to the management or disposition of the assets of the Benefit Fund, including authority over all bank accounts.

5. The Independent Fiduciary is authorized and directed to assume full control over any assets which are assets of the Benefit Fund, where ever such assets may be found. The Independent Fiduciary shall be under no obligation to continue to employ any employees or service providers of the Benefit Fund upon the entry of this Order;

6. Defendants Beltz and Wright and anyone else with actual notice of this Order are enjoined from coercing, intimidating, interfering with or attempting to coerce, intimidate, or interfere with the Independent Fiduciary or with the agents, employees or representatives of the Independent Fiduciary, and are ordered to cooperate fully with the Independent Fiduciary and her successors, agents, employees or representatives. Defendants Beltz, Wright, IUIIW and anyone else with actual notice of this Order are instructed to cease

and refrain from initiating any contact or communication with the Benefit Fund participants and/or Benefit Fund creditors concerning matters relating to the Benefit Fund. All contact from Benefit Fund participants and/or Benefit Fund creditors pertaining to these matters shall be referred to the Independent Fiduciary;

7. Defendants Beltz and Wright shall deliver or otherwise make available to the Independent Fiduciary all books, records, bank accounts, and documents of every nature relating in any manner to the assets, management and operation of the Benefit Fund;

8. All individuals or entities providing services to the Benefit Fund, or which have provided such services, are hereby ordered to cooperate fully with the Independent Fiduciary and make available to her upon demand all books, records, data, claims files, financial records and other documents within its/their possession or under its/their control which relate, directly or indirectly, to the Benefit Fund, its administration or its assets, provided, however, that any current or former third party administrator be compensated at their ordinary rates for any time spent responding to the Independent Fiduciary's request;

9. The Independent Fiduciary shall terminate the Benefit Fund, marshal its assets and recommend to the Court an orderly plan of liquidation. In addition, the Independent Fiduciary is authorized to pursue all legitimate claims the Benefit Fund may have against any party, individual or entity that, in her judgment, are likely to result in a meaningful recovery of assets to pay participant claims or costs of administration. The Independent Fiduciary's authority includes the authority to seek relief in this Court under the All Writs Act, 28 U.S.C. § 1651, to obtain quasi-bankruptcy protection for the Benefit Fund if appropriate. The parties contemplate reaching a settlement that will be submitted to the Court and that will likely resolve claims against those defendants who are parties to that agreement. Accordingly, the Independent Fiduciary shall not pursue claims against any defendant in this action for at least 60 days from the date of this Preliminary Injunction or until the anticipated settlement agreement is approved by the Court, whichever is earlier;

10. The Independent Fiduciary is authorized, in the performance of her duties, to retain such assistance as she may require, including attorneys, accountants, actuaries and other service providers;

11. The payment of administrative expenses and all fees to the Independent Fiduciary, her assistants, attorneys, accountants, actuaries and other service providers are to be considered priority administrative expenses of the Benefit Fund or its related entities, superior to any other class of expense or obligation of the Benefit Fund or its related entities, and the Independent Fiduciary's second priority shall be the payment of legitimate claims of the Benefit Fund to its participants and their beneficiaries;

12. The Independent Fiduciary shall not be held personally responsible for any claims against the Benefit Fund or the related entities which existed, arose, matured or vested prior to the entry of this Order;

13. The Independent Fiduciary shall file the current fee schedule for herself, and those anticipated to work for her in this matter, with the Court for approval. The Independent Fiduciary is ordered to continue to file monthly billings with the Court with copies to the parties in the same manner as she has done since her initial appointment by the Court (i.e., with detailed billing descriptions being filed under seal for the Court's *in camera* inspection). The previously filed motions to stay approval of the Independent Fiduciary's Accountings are denied;

14. The Independent Fiduciary shall obtain a bond pursuant to ERISA § 412, 29 U.S.C. § 1112, if she has not done so already. Since the beneficiary of the bond is the Benefit Fund, the Benefit Fund shall pay for the cost of the bond. The Independent Fiduciary may satisfy this provision by securing coverage for herself under any bond currently in force with respect to the Benefit Fund, provided that the bond satisfies the provisions of ERISA;

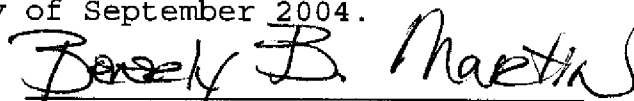
15. Any and all state and federal civil proceedings against the Benefit Fund, the Independent Fiduciary, Beltz, Wright, Miller, Solowiej, Shelp, or Oaktree for claims for or claims related to unpaid benefits with respect to the Benefit Fund which have been or will be commenced are stayed until this Court discharges the Independent Fiduciary;

16. Within a reasonable period of time after entry of this Order, the Independent Fiduciary shall establish a claims procedure wherein all known participants and all known creditors of the Benefit Fund shall be notified and given direction on the submitting of claims as against the Benefit Fund estate. All Benefit Fund participants and creditors shall be instructed to utilize that procedure for the pursuit of claims against the Benefit Fund, or unpaid benefit claims against Beltz, Wright,

Miller, Solowiej, Shelp, or Oaktree related to the Benefit Fund, until this Court discharges the Independent Fiduciary; and

17. All hospitals, physicians, pharmacists, and other health care providers ("Providers"), including their agents, employees, representatives, and assigns are enjoined from commencing or continuing any judicial, administrative, enforcement or other proceeding; asserting any lien; providing negative reports to any credit rating or credit rating reporting entity; or threatening to take any such action against any participant, beneficiary, or insured who was covered, is covered or was intended to be covered by the Benefit Fund. All known Providers shall also be given notice of the claims procedure by the Independent Fiduciary and are hereby instructed to utilize that procedure for the pursuit of any claim against the Benefit Fund or any participant of the Benefit Fund, unless otherwise allowed through subsequent order of this Court.

SO ORDERED this 7th day of September 2004.



BEVERLY B. MARTIN

UNITED STATES DISTRICT JUDGE