

IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEBRASKA

CONTINENTAL HOLDINGS, INC., )  
successor to CONTINENTAL CAN )  
COMPANY, INC., )

Plaintiff, )

v. )

CROWN HOLDINGS INCORPORATED, )  
CROWN CORK & SEAL COMPANY, )  
INC., and CROWN BEVERAGE )  
PACKAGING, INC., )

Defendants. )

8:09CV362

ORDER AND JUDGMENT

Pursuant to the memorandum opinion entered herein this date,

IT IS ORDERED:

1) The Court finds that Retired United States District Court Judge John C. Lifland's October 17, 2010 JAMS Arbitration opinion is within the provisions of New York law.

2) The Court committed no error in finding that Judge Lifland's interpretation of Section 10.3(a)(iv) of the Stock Purchase Agreement ("SPA") is binding on this Court under the doctrine of collateral estoppel.

3) Plaintiff's motion for reconsideration or, in the alternative, to alter or amend judgment (Filing No. [50](#)), in so far as it speaks to reconsideration, is denied.

4) Insofar as there remains any questions concerning Judge Lifland's interpretation of Section 10.3(a)(iv) of the SPA

and whether plaintiff is obligated to defend or indemnify defendants for liabilities arising out of the food and beverage metal can business and the metal can technology of the Companies and Subsidiaries (as those terms are defined in the SPA) as they existed at the time of the SPA and which were sold pursuant to the SPA, the parties are instructed to refer to this order's corresponding memorandum opinion.

5) The Court will not adopt plaintiff's proposed additional language in this order and corresponding memorandum opinion because the language does not correctly represent the parties' obligations pursuant to Section 10 of the SPA.

6) Plaintiff's motion for reconsideration or, in the alternative, to alter or amend judgment (Filing No. [50](#)), insofar as it speaks to alter or amend judgment, is denied.

DATED this 2nd day of May, 2011.

BY THE COURT:

/s/ Lyle E. Strom

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LYLE E. STROM, Senior Judge  
United States District Court