

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
<i>Caption in Compliance with D.N.J. LBR 9004-1(b)</i> <b>OBERMAYER REBMANN MAXWELL &amp; HIPPEL LLP</b> Edmond M. George, Esquire Michael D. Vagnoni, Esquire (pro hac vice) Turner Falk, Esquire 1120 Route 73, Suite 420 Mount Laurel, NJ 08054-5108 Telephone: (856) 795-3300 Facsimile: (856) 482-0504 E-mail: edmond.george@obermayer.com michael.vagnoni@obermayer.com turner.falk@obermayer.com	
Proposed Counsel to the Debtor and Debtor in Possession	
In re:	Chapter 11
ALUMINUM SHAPES, L.L.C.,	Case No. 21-16520 (JNP)
Debtor.	Hon. Jerrold N. Poslusny

**APPLICATION FOR RETENTION OF PROFESSIONAL**

- The applicant, Aluminum Shapes, L.L.C. (the "Applicant" or "Debtor"), is the (check all that apply):
  - Trustee:            Chap. 7    Chap. 11    Chap. 13.
  - Debtor:            Chap. 11    Chap. 13
  - Official Committee of \_\_\_\_\_
  
- The Applicants seek to retain the following professional, Epiq Corporate Restructuring, LLC ("Epiq"), to serve as (check all that apply):
  - Attorney for:        Trustee            Debtor-in-Possession
  - Official Committee of \_\_\_\_\_
  - Accountant for:    Trustee            Debtor-in-possession
  - Official Committee of \_\_\_\_\_

- Other Professional:
- Realtor     Appraiser     Special Counsel
- Auctioneer     Other (specify): Administrative Advisor

3. The employment of the professional is necessary because:

Applicant needs to retain Epiq as its administrative advisor for its bankruptcy reorganization because Applicant anticipates requesting services from Epiq under the Engagement Agreement that are outside of the scope of services authorized to be provided to the Debtor by Epiq pursuant to the order approving the Section 156(c) Application including, but not limited to, assisting in gathering data and assisting in the preparation of Debtor's schedules of assets and liabilities and statements of financial affairs and respectfully requests the entry of an order, pursuant to Section 327(a) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), authorizing the Debtor to employ and retain Epiq as administrative advisor to the Debtor. In addition to this Application, the Debtor has already filed an application, dated August 15, 2021, under 28 U.S.C. § 156(c) for authorization to retain Epiq to serve as the noticing and claims agent in this case, Dkt. No. 5 ("Section 156(c) Application"). An order granting such relief was entered by the Court on September 23, 2021, Dkt. No. 104. Given that the administration of this case will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c), the Debtor supplements the Section 156(c) Application with this Application.

4. The professional has been selected because:

Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the administrative advisor and claims and noticing agent in numerous recent cases of varying size and complexity. The appointment of Epiq as Administrative Advisor in addition to the Claims and Noticing Agent in this chapter 11 case will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of this chapter 11 case, and relieve the Clerk of these administrative burdens. The Debtor believes that the appointment of Epiq as Administrative Advisor will thus serve to maximize the value of the Debtor's estate for all stakeholders.

5. The professional services to be rendered are as follows:

Epiq will perform the following tasks in its role as Administrative Advisor, as well as all quality control relating thereto, as set forth in the Standard Services Agreement annexed hereto as Exhibit A ("Engagement Agreement") (collectively, the "Administrative Advisor Services"), to the extent requested by the Debtor:

- a. Assist with, among other things, solicitation, balloting and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;
- b. Prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
- c. Assist with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- d. Provide a confidential data room, if requested;

- e. Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- f. Provide such other processing, solicitation, balloting and other administrative services described in the Engagement Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtor, the Court or the Office of the Clerk of the Bankruptcy Court (the "Clerk").

6. The proposed arrangement for compensation is as follows:

The Debtor is proposing to compensate Epiq for the Administrative Advisor Services set forth above in accordance with the pricing schedule included in the Engagement Agreement attached as **Exhibit A** and pursuant to the procedures set forth in the attached proposed form of order. The Debtor respectfully requests that the undisputed fees and expenses incurred by Epiq incurred as Administrative Advisor be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 11 U.S.C. § 503(b)(1)(A) and paid in the ordinary course of business without further application to or order of the Court.

Before the Petition Date, the Debtor provided Epiq a retainer in the amount of \$25,000.00. Epiq seeks to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Administrative Advisory and Claims and Noticing Services.

The Debtor respectfully submits that Epiq's rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtor conducted a review and competitive comparison of other firms and reviewed the rates of other firms before selecting Epiq as Administrative Advisor. The Debtor believes Epiq's rates are more than reasonable given the quality of Epiq's services and its professionals' bankruptcy expertise. Additionally, Epiq will seek reimbursement from the Debtor for reasonable expenses in accordance with the terms of the Engagement Agreement. Epiq will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and

any orders entered in this chapter 11 case regarding professional compensation and reimbursement of expenses.

Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of an Administrative Advisor in this chapter 11 case.

7. To the best of the Applicant's knowledge, the professional's connection with the Debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

- None.
- Describe connection:

8. To the best of the Applicant's knowledge, the professional (check all that apply):

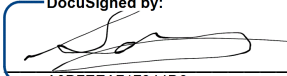
- does not hold an adverse interest to the estate.
- does not represent an adverse interest to the estate.
- is a disinterested person under 11 U.S.C. § 101(14).
- does not represent or hold any interest adverse to the Debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).
- Other; explain:

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows:

The Applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Respectfully Submitted,

Dated: October 7, 2021

DocuSigned by:  
  
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Solomon Rosenthal  
Chief Executive Officer