



Order Filed on November 9, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
<i>Caption in Compliance with D.N.J. LBR 9004-1(b)</i> OBERMAYER REBMANN MAXWELL & HIPPEL LLP 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: ALUMINUM SHAPES, L.L.C., Debtor.


Chapter 11

Case No. 21- 16520 (JNP)

**AMENDED ORDER AUTHORIZING THE DEBTOR TO RETAIN AND EMPLOY
EPIQ CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE
ADVISOR PURSUANT TO 11 U.S.C. §327**

The relief set forth on the following pages numbered two through six (6) is hereby
ORDERED

DATED: November 9, 2021



Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

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Debtor: Aluminum Shapes, L.L.C.

Case No: 21-16520-JNP

Caption of Order: Amended Order Authorizing Retention of Epiq Corporate
Restructuring, LLC as Administrative Advisor

Upon the application (the “Application”)¹ of Aluminum Shapes, L.L.C., debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor” or “Applicant”), pursuant to section 327 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 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”), requesting entry of an order appointing Epiq Corporate Restructuring, LLC (“Epiq”) as administrative advisor (“Administrative Advisor”) in the Debtor’s chapter 11 case, effective as of the Petition Date, in accordance with the Engagement Agreement attached to the Application as Exhibit A, all as more fully described in the Application; and upon the Hunt Declaration submitted in support of the Application; and this Court being satisfied that Epiq has the capability and experience to provide the services described in the Application and that Epiq does not hold or represent an interest adverse to the Debtor or the estate related to any matter for which Epiq will be employed; and this Court having jurisdiction to consider the Application and the relief requested therein in pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and such notice having

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

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been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application (the "Hearing"); and upon the record of the Hearing and all of the proceedings had before this Court; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Application is granted to the extent set forth herein.
2. Debtor is authorized to retain Epiq as Administrative Advisor under § 327(a) of the Bankruptcy Code effective as of September 7, 2021 under the terms of the Engagement Agreement as modified herein, and Epiq is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.
3. Epiq is authorized to take such other action to comply with all duties set forth in the Application and as set forth in the Engagement Agreement.
4. Epiq shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date as Administrative Advisor pursuant to this Order and in accordance with the applicable provisions of the Bankruptcy Code, including sections 330 and 331 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 including, but not limited to, the Court's Administrative Fee Order Establishing Procedures for Allowance

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and Payment of Interim Compensation and Reimbursement of Expenses to Professional Persons [ECF No. 182].

5. This Order shall not apply to any services Epiq has sought authorization to render pursuant to the Section 156(c) Application.

6. Epiq may hold its advance under the Engagement Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Engagement Agreement.

7. The Debtor shall indemnify Epiq under the terms of the Engagement Agreement, as modified pursuant to this Order.

8. Epiq shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

9. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of Epiq's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.), 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Epiq should not receive

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indemnity, contribution, or reimbursement under the terms of the Agreement, as modified by this Order.

10. If, before the earlier of the entry of an order (i) confirming a chapter 11 plan in this chapter 11 case (that determination having become final) or (ii) closing this chapter 11 case, Epiq believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Agreement, as modified by this Order, including the advancement of defense costs, Epiq must file an application therefor in this Court, and the Debtor may not pay any such amounts to Epiq before the entry of an order of this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution, or reimbursement and is not intended to limit the duration of the Debtor's obligation to indemnify Epiq. All parties-in-interest shall retain the right to object to any demand by Epiq for indemnification, contribution, or reimbursement.

11. Notwithstanding anything to the contrary in the Engagement Agreement, the limitations of liability provision set forth in paragraph 8 thereof shall not be enforceable during the pendency of the chapter 11 case.

12. Notwithstanding anything to the contrary in the Engagement Agreement, the definition of "Indemnified Person" in the Engagement Agreement is hereby modified to refer solely to Epiq.

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Debtor: Aluminum Shapes, L.L.C.

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13. Notwithstanding anything to the contrary in the Engagement Agreement, the Court shall have exclusive jurisdiction over Epiq's engagement during the pendency of this chapter 11 case.

14. Notwithstanding anything to the contrary in the Application or the Certification of Brian Hunt, Epiq shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of Epiq's fee applications in this case.

15. Any additional services provided by Epiq on behalf of the Debtor that are not covered by (i) this Order, or (ii) the Order of this Court, dated September 23, 2021 [ECF No. 104], authorizing Epiq as the Debtor's Claims and Noticing Agent, shall require further Court approval.

16. In the event Epiq seeks to use any of its affiliates to perform services for the Debtor, the Debtor shall seek the separate retention of any such affiliates.

17. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order shall govern.

In re:
Aluminum Shapes, L.L.C.
Debtor

Case No. 21-16520-JNP
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-1
Date Rcvd: Nov 09, 2021

User: admin
Form ID: pdf903

Page 1 of 3
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 11, 2021:

Recip ID	Recipient Name and Address
db	+ Aluminum Shapes, L.L.C., 9000 River Road, Delair, NJ 08110-3204
aty	+ Michael D Vagnoni, Obermayer Rebmann Maxwell & Hippel, LLP, 1120 Route 73, Suite 420, Mount Laurel, NJ 08054-5109
aty	+ Obermayer Rebmann Maxwell & Hippel LLP, 1120 Route 73, Suite 420, Mount Laurel, NJ 08054-5109

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 11, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 9, 2021 at the address(es) listed below:

Name	Email Address
Ana Parikh	on behalf of Interested Party Residential Fences Corp. ana.parikh@rivkin.com matthew.spero@rivkin.com;stuart.gordon@rivkin.com
Andrew Katz	on behalf of Defendant Martin J. Walsh katz.andrew@dol.gov
Anthony B. Stumbo	on behalf of Creditor Tiger Finance LLC astumbo@riemerlaw.com
Buffy L. Wilson	on behalf of Interested Party New Jersey Department of Environmental Protection buffy.wilson@law.njoag.gov
Catherine B. Heitzenrater	on behalf of Creditor CHUBB COMPANIES cebeideman@duanemorris.com

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District/off: 0312-1
Date Rcvd: Nov 09, 2021

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Total Noticed: 3

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U.S. Trustee

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TOTAL: 46