

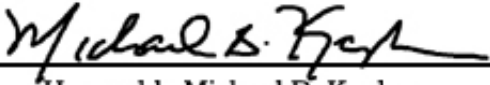


<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
<p><b>Caption in Compliance with D.N.J. LBR 9004-1(b)</b></p> <p><b>BAILEY &amp; GLASSER LLP</b>          Brian A. Glasser (admitted pro hac vice)          Thomas B. Bennett (admitted pro hac vice)          Kevin W. Barrett (admitted pro hac vice)          Maggie B. Burrus (admitted pro hac vice)          1055 Thomas Jefferson St. NW, Suite 540          Washington, DC 20007          Tel: (202) 463-2101          Fax: (202) 463-2103          Email: bglasser@baileyglasser.com          tbennett@baileyglasser.com          kbarrett@baileyglasser.com          mburrus@baileyglasser.com</p> <p><i>Proposed Co-Counsel to the Official Committee of Talc Claimants II</i></p>	<p><b>SHERMAN, SILVERSTEIN, KAHN, FENNELL &amp; SMITH LLP</b>  <b>KOHL, ROSE &amp; FODOLSKY, P.A.</b>          Order Filed on January 13, 2022          By Clerk          Arthur J. Abramowitz          Alan I. Moldoff          Ross J. Switkes          308 Harper Drive, Suite 200          Moorestown, NJ 08057          Tel: (856) 662-0700          Email: aabramowitz@shermansilverstein.com          amoldoff@shermansilverstein.com          rswitkes@shermansilverstein.com</p> <p><i>Proposed Local Counsel to the Official Committee of Talc Claimants II</i></p>
<p>In re:</p> <p>LTL MANAGEMENT LLC,</p> <p style="text-align: center;">Debtor.</p>	<p>Chapter 11</p> <p>Case No.: 21-30589 (MBK)</p> <p>Honorable Michael B. Kaplan</p> <p>Ref. Dkt. No. 954</p>

**ORDER AUTHORIZING INTERIM RETENTION OF FTI CONSULTING, INC. AS  
FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF TALC CLAIMANTS II  
EFFECTIVE DECEMBER 13, 2021**

The relief set forth on the following page is **ORDERED**.

**DATED: January 13, 2022**

  
 Honorable Michael B. Kaplan  
 United States Bankruptcy Judge

This Court, having considered (i) the *Application for Retention of FTI Consulting, Inc. as Financial Advisor for the Official Committee of Talc Claimants Effective December 13, 2021* [Dkt. No. 954] (the “Application”), (ii) the *Certification of Matthew Diaz in Support of Application for Retention of FTI Consulting, Inc. as Financial Advisor to the Official Committee of Talc Claimants Effective December 13, 2021* [Dkt. No. 954-1] (the “Certification”), (iii) the *Supplemental Certification of Matthew Diaz in Support of Application for Retention of FTI Consulting, Inc. as Financial Advisor to the Official Committee of Talc Claimants II Effective December 13, 2021* filed on January 11, 2022 [Dkt. No. 1111] (the “Supplemental Certification” and together with the Certification, the “Diaz Certifications”), (iv) the *Debtors’ Omnibus Objection to Application of the Official Committee of Talc Claimants for Retention of Houlihan Lokey Capital, Inc. as Investment Banker Under Bankruptcy Code Section 328(a) Effective as of December 17, 2021 and Application for Retention of FTI Consulting, Inc. as Financial Advisor for the Official Committee of Talc Claimants Effective December 13, 2021*. [Dkt. No. 1087] (the “Debtor’s Objection”), and (v) the *Objection of the United States Trustee to the Application of the Official Committee of Talc Claimants II for Retention of FTI Consulting, Inc., as Financial Advisor* [Doc 1108]; and upon the record of the hearing had before the Court on January 11, 2022, it is hereby ORDERED:

1. The Application is GRANTED on an interim basis as set forth herein.
2. Pursuant to sections 328(a) and 1103 of 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”), the Official Committee of Talc Claimants II (the (“TCC II”) is authorized and empowered to employ and retain, and the Debtor is authorized to compensate and reimburse, FTI on an interim basis as the TCC II’s financial advisor in the above-captioned chapter 11 case upon the terms and conditions set forth in the Application.
3. The effective date of retention is December 13, 2021.
4. The Court does not make any findings of fact and, except as set forth in paragraphs 1 and 2, does not reach any conclusions of law respecting the Application. The Objections of the Debtor and the United States Trustee to the Application are fully preserved.
5. No party shall use this Interim Order to assert res judicata, collateral estoppel, waiver, acquiescence, “law of the case,” or any other similar doctrines, including in respect of the *Debtor’s Motion for an Order Determining that the United States Trustee’s Notice of “Reconstituted and Amended”*

*Talc Claimants Committee is Invalid and Reinstating That Committee* [Dkt. 1047] (the "Two Committee Motion"). This Interim Order shall not affect the Two Committee Motion and all parties rights in respect of the Two Committee Motion are fully preserved.

6. The Court shall hold a final hearing on the Application and the Debtor's Objection on January 25, 2022 at 10:00 a.m. prevailing Eastern time, or such other date and time as TCC II and the Debtor may agree or as is acceptable to the Court (the "Final Hearing").

7. The professional's address is: FTI Consulting, Inc.  
1166 Avenue of the Americas, 14<sup>th</sup> Floor  
New York, NY 10036

8. FTI shall keep its time records in tenth-of-an-hour increments in accordance with Local Rule 2016-2 of this Court and shall otherwise comply with the requirements of that Local Rule, as well as Bankruptcy Rule 2016(a), and the United States Trustee Fee Guidelines.

9. FTI shall apply for compensation in accordance with the procedures set forth in the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, this Order and any applicable orders of this Court. FTI's services are subject to the standard of review set forth in section 330 of the Bankruptcy Code. No party may object to FTI's monthly or interim fee applications based on the interim nature of this Order, but all other objections to such applications are preserved.

10. FTI is entitled to reimbursement of actual and necessary expenses, including legal fees related to this retention application and future fee applications as approved by this Court.

11. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The following indemnification provisions are approved on an interim basis:

- a. subject to the provisions of subparagraphs (b) and (c) below and approval of the Court, the Debtor is authorized to indemnify, and shall indemnify, FTI for any claims arising from, related to, or in connection with FTI's engagement under this

application, but not for any claim arising from, related to, or in connection with FTI's post-petition performance of any other services other than those in connection with the engagement, unless such post-petition services and indemnification therefore are approved by this Court; and

- b. the Debtor shall have no obligation to indemnify FTI for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from FTI's gross negligence, willful misconduct or fraud unless the Court determines that indemnification would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (ii) settled prior to a judicial determination as to FTI's gross negligence, willful misconduct or fraud, but determined by this Court, after notice and a hearing, to be a claim or expense for which FTI is not entitled to receive indemnity under the terms of this application; and
- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this chapter 11 case, FTI believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification obligations under the application, including, without limitation, the advancement of defense costs, FTI must file an application in this Court, and the Debtor may not pay any such amounts to FTI before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by FTI for indemnification, and not as a provision limiting the duration of the Debtor's obligation to indemnify FTI.

14. Notwithstanding anything to the contrary in the Application or the Diaz Certifications, FTI shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of FTI's fee applications in the Chapter 11 Case.

15. Notwithstanding anything to the contrary in the Application or the Diaz Certifications, FTI will only bill 50% for non-working travel.

16. Any additional services provided by FTI which were not provided for in the Application shall require further Court approval. In addition, paragraph 5n of the Application that provides "[r]ender such

other general business consulting or such other assistance as the Committee or its counsel may deem necessary that are consistent with the role of a financial advisor and not duplicative of services provided by other professionals in these proceedings,” will require further Court approval.

17. In the event that, during the pendency of the Chapter 11 Case, FTI seeks reimbursement for any attorneys’ fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in FTI’s fee applications and such invoices and time records shall be in compliance with the Local Bankruptcy Rules, and shall be subject to the Compensation Guidelines and approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327. All rights are reserved to object to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of FTI’s independent legal counsel.

18. To the extent FTI uses the services of independent contractors (the “Contractors”) in the Chapter 11 Case, FTI shall: (a) pass through the cost of such Contractors at the same rate that FTI pays the Contractors; (b) seek reimbursement for actual costs incurred; (c) require the Contractors to file Rule 2014 affidavits indicating that the Contractors have reviewed the Parties in Interest List in this case, disclose the Contractors’ relationships, if any, with Parties in Interest List and indicate that the Contractors are disinterested; (d) confirm that the Contractors remain disinterested during the time that FTI is involved in providing services to the Committee; (e) require the Contractors to represent that they will not work for the Committee or other parties-in-interest in this case during the time FTI is involved in providing services to the Debtor; and (f) FTI shall attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in this case.

19. The TCC II and FTI are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

20. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.