

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**EX PARTE APPLICATION OF THE DEBTOR FOR AN
ORDER AUTHORIZING IT TO RETAIN AND EMPLOY
SCHIFF HARDIN LLP AS SPECIAL COUNSEL AS OF THE PETITION DATE**

DBMP LLC, as debtor and debtor in possession (the “Debtor”), hereby applies to the Court for the entry of an order authorizing it to retain and employ Schiff Hardin LLP (“Schiff Hardin”) as special counsel, as of the date hereof. In support of this Application, the Debtor respectfully represents as follows:

Background

1. On the date hereof (the “Petition Date”), the Debtor commenced this reorganization case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. The Debtor is a North Carolina limited liability company. It is the direct parent company of Millwork & Panel LLC, a North Carolina limited liability company, which manufactures vinyl siding and polyvinyl chloride (PVC) trim products for the construction market at facilities it owns in Claremont, North Carolina and Social Circle, Georgia. As of the Petition Date, the Debtor was a defendant in tens of thousands of asbestos-related lawsuits pending in courts throughout the United States.

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

3. The Debtor is authorized to continue to manage its property and operate its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. A comprehensive description of the Debtor, its history, its assets and liabilities and the events leading to the commencement of this chapter 11 case can be found in the declaration of Robert J. Panaro (the “First Day Declaration”), which was filed contemporaneously herewith and is incorporated herein by reference. In addition to the First Day Declaration, the Debtor has filed an Informational Brief to provide additional information about its asbestos litigation, related costs and plans to address these matters in this chapter 11 case (the “Chapter 11 Case”).

Jurisdiction

5. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

6. Pursuant to section 327(e) of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1(b) of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), and consistent with the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the “Compensation Guidelines”), the Debtor hereby seeks the entry of an order, substantially in the form attached hereto as Exhibit A, authorizing it to retain and employ Schiff Hardin as special counsel in the Chapter 11 Case to assist on issues relating to the resolution of asbestos claims, effective as of the Petition Date, in accordance with the terms of the engagement

letter dated January 17, 2020, a copy of which is attached hereto as Exhibit B (the “Engagement Letter”).²

7. In support of this Application, the Debtor submits, and incorporates herein by reference, (a) the *Declaration of Elizabeth Runyan Geise*, a partner in Schiff Hardin (the “Geise Declaration”), a copy of which is attached hereto as Exhibit C, and (b) Schiff Hardin’s Disclosure of Compensation (the “Disclosure of Compensation”), a copy of which is attached hereto as Exhibit D.

Argument

Schiff Hardin’s Qualifications

8. The Chapter 11 Case arises out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtor and CertainTeed Corporation (“Old CT”). On October 23, 2019, Old CT completed an internal corporate restructuring (the “2019 Corporate Restructuring”) in which Old CT ceased to exist and two new entities were formed — the Debtor and the Debtor’s non-debtor affiliate, CertainTeed LLC (“New CT”). The Debtor was allocated certain assets from Old CT and became solely responsible for Old CT’s asbestos liabilities (other than claims for which the exclusive remedy is provided under a workers’ compensation statute or similar laws).

9. Schiff Hardin, a national law firm with more than 250 attorneys and seven offices nationwide, served as national coordinating counsel for Old CT with respect to its asbestos litigation for the past six years.³ Since November 1, 2013, Schiff Hardin has represented Old CT, and now the Debtor, in matters related to the defense of asbestos claims.

² Any references to, or descriptions of, the Engagement Letter herein are qualified by the express terms of the Engagement Letter.

³ As further detailed in the Geise Declaration, the partners at Schiff Hardin served as Old CT’s national coordinating counsel beginning in 2001 while they were partners at their prior firms (Shea & Gardner (2001–2004) and Goodwin Procter (2004–2013)).

As a result, Schiff Hardin possesses extensive knowledge concerning the asbestos-containing products of Old CT, its historical records, company witnesses, the Debtor's and Old CT's historical asbestos litigation and the management, defense and settlement of asbestos claims.

10. For example, Schiff Hardin served as Old CT's lead counsel concerning (a) the assembly and review of the company's historical documents concerning asbestos products it made and/or sold; (b) various discovery issues that arose in multiple jurisdictions with respect to defense of asbestos claims; (c) preparation and defense of company witnesses who gave deposition and/or trial testimony; (d) identification and development of expert witnesses and defense of those experts in deposition or at trial; (e) drafting of significant trial and appellate briefs; (f) management and supervision of local counsel in the preparation of cases for trial; (g) participation as trial counsel or in a supporting role at trial; and (h) advice on overall strategic issues with respect to the asbestos litigation. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which Schiff Hardin has served as long-time special counsel to Old CT and, in which capacity, Schiff Hardin has continued to serve the Debtor following the 2019 Corporate Restructuring that created the Debtor.

11. Schiff Hardin's professionals have worked with relevant personnel and other advisors to collect and evaluate information in connection with preparations for the potential commencement of the Chapter 11 Case. Schiff Hardin also has assisted the Debtor in preparing for anticipated formal and informal discovery with representatives of current and future asbestos claimants in the Chapter 11 Case.

Scope of Proposed Retention

12. The Debtor does not propose to employ Schiff Hardin as general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special counsel pursuant to

11 U.S.C. § 327(e) to assist on issues relating to the resolution of asbestos claims in the Chapter 11 Case. This proposed retention draws on the work Schiff Hardin has performed in the past for Old CT and the Debtor as national coordinating counsel and the expertise it has developed from this work. The Debtor anticipates that Schiff Hardin's services in this Chapter 11 Case will include:

- (a) assisting the Debtor with discovery relating to asbestos claims;
- (b) assisting the Debtor in the defense of privilege and work product issues relating to the asbestos matters;
- (c) assisting the Debtor in connection with any estimation proceeding for the Debtor's asbestos claims;
- (d) assisting the Debtor in any stay issues or other matters relating to asbestos claims in non-bankruptcy forums;
- (e) assisting the Debtor in negotiations relating to the resolution of asbestos claims in the Chapter 11 Case; and
- (f) providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation or resolution of the Debtor's asbestos-related claims in the Chapter 11 Case.

13. As noted above, Schiff Hardin has substantial expertise in all of these areas. In addition, Schiff Hardin has become intimately familiar with the Debtor, its history and all aspects of its asbestos litigation as a result of its work for the Debtor and Old CT prior to the Petition Date. Accordingly, the Debtor respectfully submits that Schiff Hardin is well-qualified to perform these services for the Debtor.

14. Schiff Hardin will provide the services described above as special counsel to the Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. The Debtor believes that the services Schiff Hardin will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and

reorganization counsel, or the other firms retained by the Debtor in this Chapter 11 Case to assist in asbestos-related matters. The Debtor is mindful of the need to avoid the duplication of legal services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of Schiff Hardin's role as special counsel.

Compensation and Fee Applications

15. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, Schiff Hardin intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

16. Schiff Hardin will be compensated at its hourly rates, which are based on the professionals' level of experience. At present, the hourly rates charged by Schiff Hardin fall within the following ranges:

<i>Billing Category</i>	<i>Range</i>
Partners	\$480-\$1,050
Counsel/Of Counsel	\$490-\$1,025
Associates	\$360-\$590
Paralegals	\$135-\$365

17. Schiff Hardin's hourly rates may change from time to time in accordance with Schiff Hardin's established billing practices and procedures, as contemplated by the Engagement Letter. The names, positions, resident offices and current hourly rates of those Schiff Hardin professionals currently expected to spend significant time on this Chapter 11 Case are attached as Schedule 3 to the Geise Declaration.

18. Schiff Hardin's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.

Accordingly, Schiff Hardin's rates are reasonable and favorable to the Debtor's estate.

19. Schiff Hardin will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order (as defined below) and any additional procedures that may be established by the Court in the Chapter 11 Case. Schiff Hardin intends to use the following billing categories:⁴

<i>Category</i>	<i>Description</i>
Document Review and Production	Assistance in the collection, review, production, and logging of information sought in the Chapter 11 Case relating to asbestos claims
Preparation of Historical Information	Activities related to organization and review of historic records and preparing witnesses to address issues of company history; related matters and legal advice relating to these issues
Privilege and Work Product Defense	Activities to defend privilege and work product issues related to historic records, and defense of asbestos claims
Preparation of Expert Witnesses and Related Evidence	Work with expert witnesses to address issues relating to asbestos matters, as well as assist in the selection of expert witnesses and the identification and use of related evidence
Legal and Factual Analysis Relating to Asbestos Claims	Advice, counseling, and marshalling of the facts and law in connection with any estimation proceeding for asbestos claims or any activities to resolve or address such claims, to the extent not covered by another billing category

⁴ These categories are consistent with and expand upon the project categories in the Compensation Guidelines. Schiff Hardin, in its discretion and in consultation with the Debtor, may determine to create separate or additional sub-billing categories for certain discrete projects undertaken during the Chapter 11 Case.

<i>Category</i>	<i>Description</i>
Non-Bankruptcy Litigation Matters	Assist the Debtor and lead bankruptcy counsel in efforts to enforce or extend the automatic stay or address other issues arising in non-bankruptcy forums
Court Hearings	Includes preparation for and attendance at court hearings.
Fee Application Preparation	Includes preparation of Schiff Hardin's fee applications and related activities and the preparation of monthly invoices
Non-Working Travel	Includes time traveling when no services are being performed

20. Schiff Hardin contemplates using the following expense categories:

(a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research; (f) delivery services/couriers; (g) postage; (h) local travel; (i) out-of-town travel (including subcategories for transportation, hotel, meals, ground transportation and other); (j) local meals; (k) court fees; (l) subpoena fees; (m) witness fees; (n) deposition transcripts; (o) trial transcripts; (p) trial exhibits; (q) litigation support vendors; (r) experts; (s) investigators; (t) arbitrators/mediators; and (u) other.

Compensation Prior to the Petition Date

21. Prior to the Petition Date, on or about January 17, 2020, the Debtor paid Schiff Hardin a retainer of \$200,000 for professional services and expenses (the "Retainer") to be incurred prior to the Petition Date.

22. In the one-year period preceding the Petition Date,⁵ Schiff Hardin received payments from the Debtor totaling \$5,157,740.12 (collectively, the "Prepetition Payments"). The Prepetition Payments reflect: (a) certain actual fees and expenses, to the extent determined, as of December 31, 2019, including \$2,821,655.73 paid for work performed prior to October 23,

⁵ Because the Debtor was formed on October 23, 2019, these payments only reach back to that date.

2019 on behalf of Old CT; and (b) \$800,000 for unbilled, anticipated and/or estimated fees and expenses for the period prior to the Petition Date (the “Estimated Amount”).⁶

23. Subject to court approval, Schiff Hardin will: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in the Chapter 11 Case; (b) make a corresponding adjustment to the amount of the Retainer on or about that date, as described herein; and (c) disclose such adjustment in its first interim fee application.⁷

24. As of the Petition Date, the Retainer balance was \$200,000. Schiff Hardin requests that it be permitted to hold any amounts comprising the Retainer (following the reconciliation described in the Disclosure of Compensation) as a postpetition retainer subject to the terms of an order establishing procedures for interim compensation and reimbursement of expenses of retained professionals (any such order, the “Interim Compensation Order”). Schiff Hardin will not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

Disclosure Concerning Disinterestedness

25. The Geise Declaration, incorporated herein by reference, discloses Schiff Hardin’s connections to the Debtor and parties in interest in the Chapter 11 Case. In reliance on the Geise Declaration and upon Schiff Hardin’s reasonable inquiry, and except as set forth therein and in this Application, the Debtor believes that: (a) Schiff Hardin has no connection

⁶ In the one-year period preceding the Petition Date and before the formation of the Debtor, Schiff Hardin also received payments from Old CT, totaling \$5,684,037.69 for fees and expenses relating to certain prepetition legal services in connection with its work for Old CT.

⁷ If Schiff Hardin’s unbilled actual fees and expenses for the period prior to the Petition Date are more than the Estimated Amount, the Retainer will be reconciled and applied to pay the difference. If Schiff Hardin’s unbilled actual fees and expenses for the period prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Retainer.

with the Debtor, its affiliates,⁸ its creditors, the United States Bankruptcy Administrator for the Western District of North Carolina (the “Bankruptcy Administrator”), any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants; (b) Schiff Hardin is not a creditor, equity security holder or insider of the Debtor; (c) none of Schiff Hardin’s lawyers is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) Schiff Hardin neither holds nor represents an interest materially adverse to the Debtor or its estate with respect to the matters on which Schiff Hardin is to be employed.

26. In the event that Schiff Hardin’s representation of the Debtor in connection with any particular matter in the Chapter 11 Case would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtor will use separate counsel to represent its interests with respect to such matter against such party. If that occurs, it is anticipated that other conflicts counsel may be retained in connection with that matter.

Legal Basis for Relief Requested

27. Under section 327(e) of the Bankruptcy Code, a debtor in possession is authorized to employ, “for a specified special purpose, ... an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.” 11 U.S.C. § 327(e).

28. As required by section 329(a) of the Bankruptcy Code⁹ and Bankruptcy Rule 2014(a),¹⁰ the above-described facts set forth in this Application and the information in

⁸ As described in the Geise Declaration, Schiff Hardin represented Old CT before the formation of the Debtor and represents one non-debtor affiliate in a matter unrelated to the Chapter 11 Case.

⁹ Section 329(a) of the Bankruptcy Code provides as follows:

the exhibits attached hereto set forth: (a) the specific facts showing the necessity for Schiff Hardin's employment; (b) the reasons for the Debtor's selection of Schiff Hardin as special counsel in connection with asbestos litigation during the Chapter 11 Case; (c) the professional services proposed to be provided by Schiff Hardin; (d) the arrangement between the Debtor and Schiff Hardin with respect to Schiff Hardin's compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtor's knowledge, the extent of Schiff Hardin's connections, if any, to certain parties in interest in these matters. Accordingly, Schiff Hardin's retention by the Debtor should be approved.

Notice

29. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtor seeks approval of this Application on an *ex parte* basis. Nevertheless, the Debtor has served a copy of this Application on: (a) the Bankruptcy Administrator; (b) the top law firms representing asbestos

Any attorney representing a debtor in a case under this title, or in connection with such a case, whether or not such attorney applies for compensation under this title, shall file with the court a statement of the compensation paid or agreed to be paid, if such payment or agreement was made after one year before the date of the filing of the petition, for services rendered or to be rendered in contemplation of or in connection with the case by such attorney, and the source of such compensation.

11 U.S.C. § 329(a). This information is set forth in the Disclosure of Compensation attached hereto as Exhibit D.

¹⁰ Bankruptcy Rule 2014(a) provides that an application seeking the employment of professional persons pursuant to section 327 of the Bankruptcy Code:

shall state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections 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. The application shall be accompanied by a verified statement of the person to be employed setting forth the person's connections 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.

Fed. R. Bankr. P. 2014(a).

claimants against the Debtor, as identified in the Debtor's chapter 11 petition; (c) the members of the Debtor's prepetition *ad hoc* committee of asbestos personal injury claimants; and (d) counsel to New CT. The Debtor submits that, in light of the *ex parte* nature of the relief requested, no other or further notice need be provided.

No Prior Request

30. No prior request for the relief sought in this Application has been made to this or any other Court in connection with this Chapter 11 Case.

WHEREFORE, the Debtor respectfully requests that the Court: (a) enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein; and (b) grant such other and further relief to the Debtor as the Court may deem just and proper.

Dated: January 23, 2020
Charlotte, North Carolina

Respectfully submitted,

DBMP LLC

By: /s/ Michael T. Starczewski
Michael T. Starczewski
Chief Legal Officer and Secretary

PROPOSED ATTORNEYS FOR
DEBTOR AND DEBTOR IN POSSESSION:

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David M. Schilli (NC Bar No. 17989)
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(Admissions *pro hac vice* pending)

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**ORDER AUTHORIZING DEBTOR TO RETAIN AND EMPLOY
SCHIFF HARDIN LLP AS SPECIAL COUNSEL AS OF THE PETITION DATE**

This matter coming before the Court on the *Ex Parte Application of the Debtor for an Order Authorizing It to Retain and Employ Schiff Hardin LLP as Special Counsel as of the Petition Date* (the “Application”),² filed by the debtor and debtor in possession in the above-captioned case (the “Debtor”); the Court having reviewed the Application, the Geise Declaration, the Disclosure of Compensation and the Engagement Letter; the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

² Capitalized terms not otherwise defined herein have the meanings given to the in the Application.

pursuant to 28 U.S.C. § 157(d)(2), (d) notice of the Application was sufficient under the circumstances, (e) Schiff Hardin does not hold nor represent any interest materially adverse to the Debtor's estate as required by section 327(e) of the Bankruptcy Code, (f) the Debtor's retention and employment of Schiff Hardin is in the best interest of the estate as required by section 327(e) of the Bankruptcy Code and (g) the Application and all related schedules and exhibits fully comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Application, the Geise Declaration and the Disclosure of Compensation establish just case for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED;
2. The Debtor is authorized to retain and employ Schiff Hardin as its special counsel in the Chapter 11 Case, in accordance with section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Bankruptcy Rules 2014-1 and 2016-1(b), on the terms and conditions set forth in the Application and the Engagement Letter, as of the Petition Date.
3. Schiff Hardin is authorized to render the professional services set forth in the Application, the Engagement Letter and the Geise Declaration.
4. Schiff Hardin will use its reasonable efforts to avoid any duplication of services provided by any of the Debtor's other professionals in the Chapter 11 Case.
5. Schiff Hardin shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the exhibits thereto, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy

Rules, the Interim Compensation Order and any other applicable orders or procedures of this Court.

6. Schiff Hardin shall: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in the Chapter 11 Case; (b) make a corresponding adjustment to the amount of the Retainer on or about that date, as described in the Application and the exhibits thereto; and (c) disclose such adjustment in its first interim fee application. Subject to the foregoing adjustment, Schiff Hardin is authorized to hold any remaining amount of the Retainer following such reconciliation in a trust account subject to the terms of any Interim Compensation Order entered in the Chapter 11 Case.

7. Schiff Hardin shall not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

8. To the extent that the terms of this Order are inconsistent with the terms of the Engagement Letter, the terms of this Order shall control.

9. This Order shall be immediately effective and enforceable upon its entry;

10. Pursuant to Local Rule 9013-1(f), any party shall be entitled to a hearing or request that the Court reconsider the entry of this Order by filing a motion for reconsideration within 14 days of service of this Order.

11. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

12. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

This Order has been signed electronically.
The judge's signature and court's seal appear
at the top of the Order.

United States Bankruptcy Court

EXHIBIT B

Engagement Letter



Schiff Hardin LLP
901 K Street NW
Suite 700
Washington, DC 20001

T 202.778.6400
F 202.778.6460

schiffhardin.com

January 17, 2020

Elizabeth Runyan Geise
(202) 778.6451
egeise@schiffhardin.com

Via Email

Michael T. Starczewski, Esquire
Chief Legal Officer
DBMP LLC
20 Moores Road
Malvern, PA 19355

Dear Mike:

Thank you for choosing Schiff Hardin LLP as legal counsel for the matter described below.

The purpose of this letter is to confirm our agreement concerning the engagement. If you approve, please sign the enclosed copy in the space provided and return it to us or reply to the email forwarding this letter that you agree to its terms. If you have any questions, or if you would like to discuss possible modifications, do not hesitate to call.

Client and Scope of Representation

Our client will be DBMP LLC ("DBMP") in connection with the company's preparation for the possible commencement of a case under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 and to provide services to DBMP pursuant to the terms of any order that may be entered in that case. We understand that our role in that case would be as special litigation counsel due to our knowledge concerning asbestos litigation involving DBMP and its predecessor, CertainTeed Corporation. We will not be responsible for any general bankruptcy advice. We will not have a lawyer-client relationship with any other affiliates of DBMP solely because of our representation of DBMP and, therefore, a representation of another client in a matter adverse to any affiliate will not be regarded as a conflict with DBMP.

I will be principally in charge of our services, assisted by Valerie Ross, Jeff Skinner, and possibly other lawyers as appropriate. We will, of course, discuss with you any substantial changes in staffing that may become necessary or that you may desire.

Communication and Related Obligations

We agree that we will keep you informed about material developments with respect to this representation, respond promptly to any inquiries, and consult with you about the means by which your objectives are to be pursued. Any discussion with DBMP of possible outcomes or results is intended to illustrate various strategic alternatives, and does not constitute a guarantee of any particular outcome or result.



Michael T. Starczewski, Esquire
January 17, 2020
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To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to the engagement, and to disclose to us fully and accurately all information that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, conferences, hearings and other proceedings. You agree that you will not destroy or discard any possibly relevant documents or files, including electronic documents or files.

Term of Engagement

Our representation will end in the ordinary course upon completion of our work on the engagement described above, unless DBMP asks us to perform further services and we agree to do so. If we agree to perform further services, the terms of this letter will apply except as we may mutually agree. However, either of us may terminate the engagement earlier for any reason by written notice, subject on our part to applicable rules of professional conduct including our obligation to take such steps as may be reasonably practicable to protect DBMP interests in the matter for which we were engaged. In addition, if we perform no services with respect to this engagement for a period of 12 consecutive months, we may treat the engagement as concluded without further notice to you, subject to our obligations under applicable rules of professional conduct.

Following termination of our representation, if DBMP wishes to have any of its property or documents delivered to it, please advise us. We will transfer to you materials in the files including DBMP's documents and property, but excluding firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and our lawyers' internal work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of our lawyers. We will maintain our files in accordance with the terms of our records retention program, which provides for destruction of files at designated periods, typically after 10 years. After that, we may destroy those records without further notice to you.

Our engagement is for a specific matter. After completion of the engagement, changes may occur in applicable laws or regulations that could have an impact upon DBMP's future rights and liabilities. Unless DBMP specifically asks us to provide additional services concerning such future occurrences and we agree to do so, we have no obligation to advise DBMP with respect to future legal developments.

Fees, Expenses and Retainer

The starting point in establishing our fees for professional services is the hourly time rate for each of our lawyers and other timekeeping personnel. We record time to the nearest .10 of an hour. The hourly rates we have agreed upon for the primary individuals expected to work on this engagement are listed on the chart that is Attachment A to this letter; these represent a substantial discount from our standard hourly rates. Our rates are adjusted from time to time, usually at the first of the year, and therefore may change during the course of our engagement. Obviously, we will discuss any change in our rates in advance with you.

When preparing our statements for services, we review the time recorded and do not charge for time that we conclude should not be billed.



Michael T. Starczewski, Esquire
January 17, 2020
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We bill for time and expenses on a monthly basis. You have agreed to provide us with a retainer of \$200,000 upon execution of this letter. We will deposit the amount in Schiff's trust account under Matter No. 45011-0712. If there is a bankruptcy filing, we will apply the retainer to any pre-petition fees and expenses in excess of our January estimate for fees and expenses. To the extent that retainer is not exhausted, we will apply it to any post-petition fees and expenses in accordance with the procedures set forth in any order of the bankruptcy court.

Our statements will also include reasonable out-of-pocket expenses and client support charges incurred in the representation. These charges include those described on the enclosed schedule, as well as fees and expenses of others (such as experts, consultants, court reporters and other service providers) that we advance on DBMP's behalf.

Bankruptcy Orders and Process

If it becomes necessary for DBMP to file a petition under Chapter 11 of the Bankruptcy Code, our ongoing employment by DBMP will be subject to the approval of the bankruptcy court with jurisdiction over the petition. If necessary, we will modify the terms and conditions of our employment described above as may be required to comply with the applicable requirements of the bankruptcy process, including any orders of the bankruptcy court.

Firm Privilege

Our lawyers sometimes have questions about legal and ethical matters relating to representation of our clients. When such questions arise, we encourage the lawyers to consult our internal General Counsel, other lawyers assisting the General Counsel and sometimes outside counsel retained by the Firm. We believe such consultation benefits both our clients and our Firm. For this consultation to be most effective, our lawyers must be completely open and candid in their communications with the Firm's counsel. It is therefore important for these communications to be privileged and confidential and unavailable to third parties, including the client whose representation may be the subject of the communications. To avoid any question in this regard, DBMP consents and agrees, by signing this letter, that our lawyers involved in the representation may consult with the Firm's internal General Counsel, Firm lawyers assisting the General Counsel or its outside counsel in connection with the representation, and that any such communications, even while we continue to represent DBMP, will be treated as confidential in this way and subject to the Firm's attorney-client privilege.

Conflicts

Our prior engagement letters for representation of DBMP and old CertainTeed (dated November 1, 2013, and October 23, 2019) set forth the Conflict Waiver with respect to other Schiff Hardin Asbestos Clients and the terms of those letters are incorporated herein. We also incorporate a prior written waiver DBMP gave for a litigation matter on November 22, 2019, and any other written waivers you may give. In addition, as set forth above, in the event of a potential Chapter 11 filing by DBMP, we will take any steps required by the bankruptcy court to check for and clear any potential conflicts of interest.

**Schiff
Hardin**

Michael T. Starczewski, Esquire
January 17, 2020
Page 4

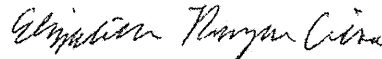
References on Website and Similar Materials

We take pride in the fact that you have expressed confidence in us by engaging us, and would like to be able to inform others that we represent you. By signing this letter, you agree that we may disclose the fact that we represent or have represented you on our website, in response to requests for proposals, in capability statements and in similar materials, including in our disclosure of the general type of matter. We would not disclose any other non-public information about the specific matter or matters we have handled for you without your further specific permission.

Please sign and return this letter to me by pdf or mail, or reply to the email transmitting it to you to the effect that you agree to the terms of this letter. If we do not receive anything from you, but you continue to work with us on the matter described, the terms of this letter will govern our lawyer-client relationship.

We appreciate the opportunity to work with you. If you have any questions or comments during the course of our representation, please call me.

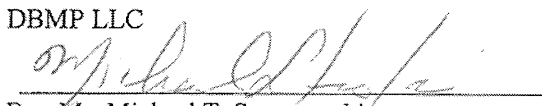
Sincerely,



Elizabeth Runyan Geise

Agreed to and accepted:

DBMP LLC


By: Mr. Michael T. Starczewski,
its Chief Legal Officer

Date: 1/17/20

ERG:cdt

Attachments



ATTACHMENT A – HOURLY RATES*

Timekeeper	Discounted Hourly Rate
Elizabeth Runyan Geise	\$595
Valerie E. Ross	\$585
Neil L. Lloyd	\$585
Jeffrey D. Skinner	\$525
Nancy B. Stone	\$500
Brett Clements	\$350
Sony Rao	\$350
Legal Assistant	\$190
Project Assistant	\$110

* These rates represent a significant discount from Schiff Hardin's standard hourly rates.



September 2019

ATTACHMENT B - SUPPORT SERVICE CHARGES[†]

Clients of the Firm do not benefit equally from certain legal support services which are distinguishable from general overhead costs taken into account in setting rates for legal fees. It is the policy of the Firm to charge clients for such services according to their level of use. Examples of such services include: on-line computerized legal research, desktop publishing, conference calling services, facsimile transmission, court filing services, photocopying and printing, postage, after-hours secretarial services and retrieval of legal documents from other sources. A schedule of charges for these services is attached. These charges are reviewed periodically and are adjusted from time to time to reflect efficiency gains, service enhancements, and other marketplace indicators and to ensure, except where noted, that the firm does not profit from any of these services in the aggregate*. As part of our efforts to minimize client-reimbursable charges, we will continue to negotiate favorable contracts with vendors for discounts whenever possible.

* Exceptions apply where some services are provided by staff personnel at a standard billable hourly rate as indicated.

FIRM-PROVIDED SUPPORT SERVICES - CLIENT REIMBURSABLE CHARGES

Service	Charge
Binding	\$2.50 per document
Duplicating and Binding : Duplication/Laser or Photocopy Printing Color Copies (Duplication) and Scanned Documents	\$.15 per copy in-house; actual charge of outside vendor; \$.65 per copy color; \$.15 per page for in-house scanned documents
Postage and other delivery services	No charge for letter-size envelopes. Over-size mail and express mail and other delivery services are charged at cost.
Secretarial and Document Processing Services	Clients are not charged for secretarial and word processing services during normal working hours. Overtime costs are not passed on to the client <u>unless</u> either (i) the client has specifically requested the after-hours work or (ii) the nature of the work for the client necessitates the overtime and the work could not have been done during normal working hours. The rate for overtime is \$75 per hour. Overtime meals and transportation are charged to the client under the same basis as set forth above and at cost. Transportation is charged to the client only if special transportation (e.g., a taxi) is required for the safety of the person working overtime.
Edgar Filing Service	\$100 first 10 pages, \$.70 per page thereafter.
E-billing	At cost.

[†] To the extent that any of these charges are inconsistent with DBMP's billing guidelines, those billing guidelines will control.



Service	Charge
Inter-Library Loan, Document Retrieval and Delivery (Library)	\$35 for books borrowed through interlibrary loan or at cost by commercial sources. \$25 for articles or at cost by commercial sources.
Filing Fee (Docket)	\$60 per filing using our courier service instead of eFiling.
Docket Service Charges	Services charged on an hourly basis include but are not limited to court runs by docket personnel, court call research, docket searches and general court filing assistance. Clerk standard billable hourly rate is \$190 per hour. Pacer charges are charged at cost.
eDiscovery and Practice Technology Services	<p>Clients are charged on an hourly basis for project management/consultative services provided by eDiscovery and Practice Technology personnel. Standard billable hourly rates are between \$245 and \$365 an hour. Additional services are charged on a unit or volume basis according to the following schedule:</p> <ul style="list-style-type: none"> • Data Processing - \$500 per custodian/source • Custom Database Creation - \$500 / \$1,000 per matter based on complexity • Data Loading to Relativity - \$150 per GB • Imaging/Productions - \$200 per GB • Hosting of Processed Data - \$5 per GB • Hosting of Review Data - \$10 per GB, per month • Database Licenses - \$85 per person, per month (cost) <p>Clients may decide to have eDiscovery and Practice Technology services provided by outside vendors or to supplement our internal eDiscovery services with outside consultants, experts, or other providers. Fees for such outside services are charged to the client at cost. Data storage media, e.g. hard drives, DVDs, CDs, purchased in direct support of a client matter are charged to the client at cost.</p>
File Storage	<p>Clients are generally not charged for storage of files during active representations unless the storage charge is approved in advance. Clients may be asked how they wish to handle files for closed matters that are subject to the Firm's document retention policy. Files for closed matters may be:</p> <ul style="list-style-type: none"> (i) Returned to the client; (ii) Destroyed; or (iii) Retained by Schiff Hardin. <p>When client requests that files be retained by the Firm, client will be charged at the monthly rates charged by the Firm's storage vendor.</p>
Offsite File Retrieval Outside of Regular Delivery Schedule (every 3 hours daily)	Standard delivery charges are typically not passed on to the client.

Schiff
Hardin

Service	Charge
	RUSH -- retrieval of files from warehouse are passed onto the client at cost. \$31.53 plus applicable standard retrieval charges. EMERGENCY -- retrieval of files from warehouse (immediate, messenger delivery) are passed on at cost. \$116.42 per hour with a 4 hour minimum.
On-Line Research Charges	Clients are charged \$3.00 per minute for hourly searching on WESTLAW databases included in our contract, BNA and CCH IntelliConnect resources. For Westlaw databases not included in our contract, Westlaw transactional searching, and other specialized online databases such as Thomson Innovation and LEXIS, clients are charged as billed including any Firm discounts negotiated. Company reports purchased from Hoovers are \$50 each. Reports from Litigation Monitor Suite are \$150 per report. In addition to the cost of online research services, clients are charged on an hourly basis for services specific to a client or case conducted by the research librarians. The standard billable hourly rate is \$300. [†]
Travel Charges	Schiff Hardin negotiates discount air and hotel rates whenever possible, and Firm personnel are instructed to incur only reasonable travel charges and to take advantage of discounts for the client's benefit to the extent practical. For air travel (coach for domestic flights and business for international flights unless the client approves another class), the client is charged the amount charged by the airline for the ticket, plus a ticket issuance fee (\$33.00) calculated to recover actual travel agent and issuance costs. For other travel expenses, the client is charged the amount charged by the provider.

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[†] We have agreed with DBMP not to charge for Westlaw and LEXIS legal research by attorneys. We have also agreed to charge for research librarians at the same rate as we charge for Legal Assistants.

EXHIBIT C

Declaration of Elizabeth Runyan Geise

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

DECLARATION OF ELIZABETH RUNYAN GEISE

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), Elizabeth Runyan Geise hereby declares as follows:

1. I am an attorney at law admitted and in good standing to practice in the District of Columbia and the State of Maryland.
2. I am a partner with the law firm of Schiff Hardin LLP (“Schiff Hardin”) and am duly authorized to make this declaration on behalf of Schiff Hardin. I make this declaration in support of the *Ex Parte Application of the Debtor for an Order Authorizing It to Retain and Employ Schiff Hardin LLP as Special Counsel as of the Petition Date* (the “Application”).² The facts set forth in this declaration are personally known to me and, if called as a witness, I could and would testify thereto.

Schiff Hardin’s Qualifications

3. The Chapter 11 Case arises out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtor and CertainTeed Corporation (“Old CT”).

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

On October 23, 2019, Old CT completed an internal corporate restructuring (the “2019 Corporate Restructuring”) in which Old CT ceased to exist and two new entities were formed — the Debtor and the Debtor’s non-debtor affiliate, CertainTeed LLC (“New CT”). The Debtor was allocated certain assets from Old CT and became solely responsible for Old CT’s asbestos liabilities (other than claims for which the exclusive remedy is provided under a workers’ compensation statute or similar laws).

4. Schiff Hardin, a national law firm with more than 250 attorneys and seven offices nationwide, served as national coordinating counsel for Old CT with respect to its asbestos litigation for the past six years.³ Since November 1, 2013, Schiff Hardin has represented Old CT and now the Debtor in matters related to the defense of asbestos claims. As a result, Schiff Hardin possesses extensive knowledge concerning the asbestos-containing products of Old CT, the Debtor’s and Old CT’s historical asbestos litigation and the management, defense and settlement of asbestos claims.

5. For example, Schiff Hardin served as Old CT’s lead counsel concerning (a) the assembly and review of the company’s historical documents concerning asbestos products it made and/or sold; (b) various discovery issues that arose in multiple jurisdictions with respect to defense of asbestos claims; (c) preparation and defense of company witnesses who gave deposition and/or trial testimony; (d) identification and development of expert witnesses and defense of those experts in deposition or at trial; (e) drafting of significant trial and appellate briefs; (f) management and supervision of local counsel in the preparation of cases for trial;

³ My partner Valerie E. Ross and I began serving as national coordinating counsel for Old CT in 2001 at our prior firm Shea & Gardner; we served in that role at Shea & Gardner from 2001 until 2004. In 2004, Shea & Gardner merged with Goodwin Procter, where we then served as Old CT’s national coordinating counsel from 2004 until 2013. As of November 1, 2013, we left Goodwin Procter and joined Schiff Hardin. Another partner, Jeffrey D. Skinner, worked with us at Goodwin Procter, joined us at Schiff Hardin in 2013 and became a partner at Schiff Hardin in 2015.

(g) participation as trial counsel or in a supporting role at trial; and (h) advice on overall strategic issues with respect to the asbestos litigation. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which Schiff Hardin has served as long-time special counsel to Old CT and, in which capacity, Schiff Hardin has continued to serve the Debtor following the 2019 Corporate Restructuring that created the Debtor.

6. Schiff Hardin's professionals have worked with relevant personnel and other advisors to collect and evaluate information in connection with preparations for the potential commencement of the Chapter 11 Case. Schiff Hardin also has assisted the Debtor in preparing for anticipated formal and informal discovery with representatives of current and future asbestos claimants in the Chapter 11 Case.

Scope of Proposed Retention

7. Schiff Hardin anticipates that its services in this Chapter 11 Case will include:

- (a) assisting the Debtor with discovery relating to asbestos claims;
- (b) assisting the Debtor in the defense of privilege and work product issues relating to the asbestos matters;
- (c) assisting the Debtor in connection with any estimation proceeding for the Debtor's asbestos claims;
- (d) assisting the Debtor in any stay issues or other matters relating to asbestos claims in non-bankruptcy forums;
- (e) assisting the Debtor in negotiations relating to the resolution of asbestos claims in the Chapter 11 Case; and
- (f) providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation, or resolution of the Debtor's asbestos-related claims in the Chapter 11 Case.

8. As noted above, Schiff Hardin has substantial expertise in all of these areas. In addition, Schiff Hardin has become intimately familiar with the Debtor, its history and all aspects of its asbestos litigation as a result of its work for the Debtor and Old CT prior to the Petition Date. Accordingly, Schiff Hardin believes it is well-qualified to perform these services for the Debtor.

9. Schiff Hardin will provide the services described above as special counsel to the Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. Schiff Hardin believes that the services it will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel, or the other firms retained by the Debtor in this Chapter 11 Case to assist in asbestos-related matters.

Compensation and Fee Applications

10. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of the Application, Schiff Hardin intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

11. Schiff Hardin will be compensated at its hourly rates, which are based on the professionals' level of experience. At present, the hourly rates charged by Schiff Hardin fall within the following ranges:

<i>Billing Category</i>	<i>Range</i>
Partners	\$480-\$1,050
Counsel/Of Counsel	\$490-\$1,025

Associates	\$360-\$590
Paralegals	\$135-\$365

12. Schiff Hardin's hourly rates may change from time to time in accordance with the terms of the Engagement Letter and Schiff Hardin's established billing practices and procedures. The names, positions, resident offices and current hourly rates of those Schiff Hardin professionals currently expected to spend significant time on the Chapter 11 Case are attached as Schedule 3 hereto.

13. Schiff Hardin's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.

14. Schiff Hardin will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order and any additional procedures that may be established by the Court in the Chapter 11 Case. In addition, Schiff Hardin understands that interim and final fee awards are subject to approval by this Court.

Disclosure Concerning Disinterestedness

Interested Party List

15. The Debtor has provided Schiff Hardin with a list of the names of individuals or institutions that are potential significant parties in interest (collectively, the "Interested Parties") in the following categories:

- (a) the Debtor's equity owner;
- (b) the Debtor's non-debtor subsidiary;

- (c) other non-debtor affiliates of the Debtor;
- (d) managers and officers of the Debtor;
- (e) major current business affiliations of the Debtor's current managers;
- (f) depository and disbursement banks of the Debtor;
- (g) parties to material contracts with the Debtor;
- (h) significant co-defendants in asbestos-related litigation;
- (i) the Debtor's retained professionals and claims agent in connection with the Chapter 11 Case;
- (j) the Debtor's significant ordinary course professionals, consultants and service providers;
- (k) known professionals for certain non-Debtor parties in interest;
- (l) major suppliers of goods and services;
- (m) the top law firms representing asbestos claimants against the Debtor, as reflected in its chapter 11 petition;
- (n) the members of the *ad hoc* committee of asbestos personal injury claimants; and
- (o) major sureties of the Debtor.

16. The list of Interested Parties also includes available information regarding (a) the Bankruptcy Administrator and employees for the Bankruptcy Administrator's Office for the Western District of North Carolina and (b) bankruptcy judges for the Western District of North Carolina. The identities of the Interested Parties, developed as of the date hereof, are set forth on Schedule 1 hereto.

Evaluation and Disclosure of Connections

17. To check and clear potential conflicts of interest in these cases, as well as to determine all "connections" (as such term is used in Bankruptcy Rule 2014) to the Debtor, its creditors, other parties in interest, their respective attorneys, the Bankruptcy Administrator or

any person employed in the office of the Bankruptcy Administrator, Schiff Hardin researched its client database to determine whether it had any relationships with the Interested Parties. To the extent that Schiff Hardin's research of its relationships with the Interested Parties indicates that Schiff Hardin has represented in the past two years, or currently represents, any of these entities in matters unrelated to the Chapter 11 Case, the identities of these entities and such entities' relationship to the Debtor and connection to Schiff Hardin, are set forth in Schedule 2 hereto.

18. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor Schiff Hardin, nor any partner, associate or other professional thereof has any connection with the Debtor, its creditors, the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth below and in Schedule 2 attached hereto:

- (a) Schiff Hardin has not represented, and does not and will not represent, any entity in matters adverse to the Debtor or its estate with respect to matters on which Schiff Hardin is to be employed.
- (b) Prior to the Petition Date, Schiff Hardin performed certain legal services for the Debtor, as national coordinating counsel for asbestos matters as further described herein, but the Debtor does not owe Schiff Hardin any amount for services performed prior to the Petition Date.
- (c) Prior to the Petition Date, Schiff Hardin represented Old CT, as national coordinating counsel for asbestos matters (the same role it served for the Debtor after the 2019 Corporate Restructuring).
- (d) In matters unrelated to the Debtor or the Chapter 11 Case, Schiff Hardin currently represents one of the Debtor's non-debtor affiliates, Central Glass Co. Schiff Hardin also represents another client in a matter where one of the Debtor's non-debtor affiliates, Saint-Gobain Glass Corporation, has been identified as a potential witness or party; this matter is unrelated to the Debtor or the

Chapter 11 Case. These relationships are set forth on the attached Schedule 2. Schiff Hardin, however, has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which Schiff Hardin is to be employed.

- (e) In matters unrelated to the Debtor or the Chapter 11 Case, Schiff Hardin currently represents Bank of America, N.A. and certain of its affiliates, and J.P. Morgan Chase and certain of its affiliates; these are both the Debtor's Depository and Disbursement Banks. These relationships are set forth on the attached Schedule 2. Schiff Hardin, however, has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which Schiff Hardin is to be employed.
- (f) In matters unrelated to the Debtor or the Chapter 11 Case, Schiff Hardin currently represents certain parties who are significant co-defendants in asbestos cases with the Debtor and affiliates thereof. These relationships are set forth on the attached Schedule 2. Schiff Hardin, however, has not represented, and does not and will not represent, any of these entities in matters relating to the Debtor or the Chapter 11 Case.

Schiff Hardin's Services Prior to the Petition Date

19. The Debtor ultimately is owned, through certain intermediate limited liability companies, by Compagnie de Saint-Gobain S.A. ("Saint-Gobain"). Since November 1, 2013, Schiff Hardin has provided various legal services to certain of Saint-Gobain's subsidiaries, including Old CT. These legal services have included serving as national coordinating counsel with respect to asbestos personal injury claims filed against Old CT in courts across the country.

20. Following the 2019 Corporate Restructuring and through the Petition Date, Schiff Hardin represented the Debtor as national coordinating counsel in connection with defending prepetition litigation relating to asbestos claims.

21. Schiff Hardin has not represented, and does not and will not represent, New CT or any other affiliate of the Debtor in any matter adverse to the Debtor or related to the

Chapter 11 Case. To that end, New CT has retained Goodwin Procter LLC to represent New CT in matters relating to the Debtor and the Chapter 11 Case.

**Schiff Hardin Holds No Adverse Interest with
Respect to Matters Upon Which Schiff Hardin Shall Be Employed**

22. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, Schiff Hardin does not represent nor hold any interest adverse to the Debtor or its estate with respect to the matters on which Schiff Hardin is to be employed, as required by section 327(e) of the Bankruptcy Code, in that: (a) Schiff Hardin has no connection with the Debtor, its affiliates, its creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth herein and on Schedule 2; (b) Schiff Hardin is not a creditor, equity security holder or insider of the Debtor; (c) no Schiff Hardin partner, associate or other professional is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) none of the matters in which Schiff Hardin represents an Interested Party are adverse to the Debtor or its estate with respect to matters on which Schiff Hardin is to be employed.

23. Despite the efforts described above to identify and disclose connections with parties in interest in this case, because the Debtor is part of a large enterprise and has thousands of creditors and other relationships, and because Schiff Hardin is a national firm with more than 250 attorneys in seven offices around the country, Schiff Hardin is unable to state with certainty that every client representation or other connection of Schiff Hardin has been disclosed. In this regard, if Schiff Hardin discovers additional information that requires disclosure, Schiff Hardin will file supplemental disclosures with the Court.

24. In addition, it is my understanding that if a conflict of interest with respect to a party set forth on Schedule 2 or another party in interest later identified in this case should arise, the Debtor will use the services of other conflicts counsel in connection with that matter.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief

Dated: January 23, 2020
Washington, DC

/s/ Elizabeth Runyan Geise
Elizabeth Runyan Geise
Schiff Hardin LLP

SCHEDULE 1

DBMP LLC Potentially Interested Parties

DBMP LLC
Potentially Interested Parties

Debtor

DBMP LLC

Direct Equity Owner of Debtor

CertainTeed Holding Corporation

Debtor's Direct Non-Debtor Subsidiary

Millwork & Panel LLC

Other Non-Debtor Affiliates

Bayside Port Corporation, Inc.
Bird Incorporated
Carborundum Ceramic Holdings, Inc.
Carborundum Ventures, Inc.
CertainTeed Canada, Inc.
CertainTeed Ceilings Corporation
CertainTeed Gypsum and Ceiling Mfg., Inc.
CertainTeed Gypsum Mfg, Inc.
CertainTeed Gypsum NC, Inc.
CertainTeed Gypsum West Virginia, Inc.
CertainTeed Gypsum, Inc.
CertainTeed Holding Corporation
CertainTeed LLC
CertainTeed Gypsum and Ceilings USA, Inc.
Compagnie de Saint-Gobain
CT Solar Fund I LLC
CTKC Corporation
Fluorocarbon Components, Inc.
Grindwell Norton Ltd.
GS II, Inc.
HCS Corporation
Level Solar Fund IV LLC
MAG-ISOVER K.K.
New West Gypsum Recycling, Inc.
Norton Foreign Affiliates Holding Corporation
OFI GP Inc.
OFI L.P.

Ottawa Fibre GP Inc
Ottawa Fibre L.P.
P.T. Saint-Gobain Abrasives Indonesia
Phoenix Coating Resources, Inc.
Redcliff Fibre L.P.
Sage Electrochromics, Inc.
Saint-Gobain (SEA) PTE, Ltd
Saint-Gobain Abrasives, Inc.
Saint-Gobain Abrasives. Ltd.
Saint-Gobain Abrasivos S.A. de C.V.
Saint-Gobain Adfors America, Inc.
Saint-Gobain Advanced Ceramics, LLC
Saint-Gobain Building Distribution Ltd.
Saint-Gobain Canada, Inc.
Saint-Gobain Ceramic Materials Pvt. Ltd.
Saint-Gobain Ceramics & Plastics, Inc.
Saint-Gobain Corporation
Saint-Gobain Corporation Foundation
Saint-Gobain Delaware Corporation
Saint-Gobain Finance Corporation
Saint-Gobain Glass Corporation
Saint-Gobain HyComp LLC
Saint-Gobain India Foundation
Saint-Gobain India Pvt. Ltd.
Saint-Gobain Insurance Ltd.
Saint-Gobain Interior Building Distribution Company
Saint-Gobain KK
Saint-Gobain Materiaux de Construction S.A.S.
Saint-Gobain Merit, S.De R.L. De C.V.
Saint-Gobain Performance Plastics (Hangzhou) Co., Ltd.
Saint-Gobain Performance Plastics Corporation
Saint-Gobain Receivables Corporation
Saint-Gobain Research India Pvt. Ltd.
Saint-Gobain Shared Services Corporation
Saint-Gobain Solar Gard Australia Pty. Ltd.
Saint-Gobain Solar Gard, LLC
Saint-Gobain TM KK
Sepco Corporation

Societe de Participations Financieres et
Industrielles
The Grid Company GP, Inc.
The Grid Company Limited Partnership
The Grid Company, LLC
Tillsonburg Fibre L.P.
Vertec SAS
Vetrotech Saint-Gobain North America,
Inc.
VIB L.P.
Western Mining and Minerals, Inc.
Zenpure Americas, Inc.
Zenpure Corporation
Z-Tech, LLC

Managers and Officers of the Debtor

D. Lawrence Rayburn
Donald J. Melroy
Joseph N. Bondi
Michael T. Starczewski
Robert J. Panaro
Sean R. Knapp
Vincent F. DiNenna, III

**Major Current Business Affiliations of
Debtor's Managers**

Millwork & Panel LLC
Pennsylvania Association of Notaries
Royersford Outreach (d/b/a Open
Door Ministries)
Tampa Chapter of the American
Constitution Society
Vinyl Siding Institute

Depository and Disbursement Banks

Bank of America, N.A.
J.P. Morgan Chase

**Parties to Material Contracts, Unexpired
Leases and License Agreements with the
Debtor**

CertainTeed LLC
CT Corp.

PACE Claim Services
PrincetonClaims Services
Saint-Gobain Corporation
Saint-Gobain Shared Services Corporation

**Significant Co-Defendants in
Asbestos-Related Litigation**

3M Company
A.O. Smith Corporation
Carborundum Company
CBS Corporation
Crane Company
Foster Wheeler Energy Corporation
General Electric Company
Honeywell International Inc.
Industrial Holdings Inc.
Ingersoll Rand Company
JM Manufacturing Company Inc.
Metropolitan Life Insurance Company
Union Carbide Corporation
Westinghouse Electric Corporation

**Debtor's Retained Professionals and
Claims Agent**

Bates White LLC
Epiq Corporate Restructuring, LLC
Jones Day
Robinson, Bradshaw & Hinson, P.A.
Schiff Hardin LLP

**Debtor's Significant Ordinary Course
Professionals, Consultants and Service
Providers**

Caruso Smith Edell Picini P.C.
Cetrulo LLP
Darger Errante Yavitz & Blau LLP
DeHay & Elliston LLP
Dentons LLP
Deutsch Kerrigan LLP
Foley & Lardner LLP
Gordon Thomas Honeywell LLP
Harvey Kruse
Hawkins & Parnell
Heyl Royster

Kalinoski & Chaplinsky
Maron & Marvel
Miles & Stockbridge
Paine Tarwater Bickers & Tillman LLP
Polsinelli LLP
Swartz Campbell LLC
Vorys Sater Seymour & Pease LLP
Wilbraham Lawler & Buba
Wilson Elser Moskowitz Edelman &
Dicker LLP

**Known Professionals for Certain
Non-Debtor Parties in Interest**

Goodwin Procter LLP

Major Suppliers of Goods and Services

CertainTeed LLC
Saint-Gobain Corporation
Saint-Gobain Shared Services Corporation

**Law Firms with the Most Significant
Representation of Asbestos Claimants**

Baron & Budd, PC
Belluck & Fox, LLP
Brookman, Rosenberg, Brown & Sandler
Cooney & Conway, LLC
Early Lucarelli Sweeney
Flint Law Firm
George & Farinas, LLP
Goldberg, Persky & White, P.C.
Goldenberg Heller Antognoli &
Rowland, PC
The Gori Law Firm
James F. Humphreys & Associates L.C.
Kazan, McClain, Satterley &
Greenwood PLC
Kelley & Ferraro, LLP
Law Offices of Peter G. Angelos, PC
Maune Raichle Hartley French
& Mudd, LLC
Motley Rice, LLC
O'Brien Law Firm, PC
Richardson, Patrick, Westbrook
& Brickman, LLC

Shrader & Associates, L.P.
Simmons Hanly Conroy LLC
SWMW Law, LLC
The Ferraro Law Firm
The Law Offices of Peter T. Nicholl
Weitz & Luxenberg, PC
Wilentz, Goldman & Spitzer

**Ad Hoc Committee of Asbestos Personal
Injury Claimants**

Cooney & Conway, LLC
George & Farinas, LLP
Goldberg, Persky & White, P.C.
The Gori Law Firm
Kazan, McClain, Satterley & Greenwood
Kelley & Ferraro, LLP
Law Offices of Peter G. Angelos, PC
Motley Rice, LLC
O'Brien Law Firm, PC
Simmons Hanly Conroy LLC
Weitz & Luxenberg, PC

Major Sureties

Travelers Casualty and Surety Company
of America

**Employees of the Bankruptcy
Administrator's Office for the Western
District of North Carolina**

Alexandria Kenny
Anne Whitley
David Shepherd
Katrina Adams
Sarah Scholz
Shelley K. Abel

**Bankruptcy Judges for the Western
District of North Carolina**

Judge George Hodges (Charlotte)
Judge J. Craig Whitley (Charlotte)
Judge Laura T. Beyer (Charlotte)

SCHEDULE 2

Disclosure Schedule

<i>Name of Entity</i>	<i>Relationship to Debtor</i>	<i>Relationship to Schiff Hardin LLP</i>
<i>Debtor</i>	DBMP LLC	Schiff Hardin previously represented CertainTeed Corporation and currently represents the Debtor as national coordinating counsel for asbestos-related personal injury claims
<i>Other Non-Debtor Affiliates</i>	Central Glass Co., an affiliate of Compagnie de Saint-Gobain SA	Schiff Hardin currently represents Central Glass Co. with respect to product liability and regulatory issues unrelated to the Debtor
	Saint-Gobain Glass Corporation	Schiff Hardin represents another client who is a party to proceeding in which this entity has been identified as a potential witness or party
<i>Depository and Disbursement Banks</i>	Bank of America, N.A.	Schiff Hardin currently represents Bank of America, N.A. and certain of its affiliates in matters unrelated to the Debtor
	J.P. Morgan Chase	Schiff Hardin currently represents J.P. Morgan Chase & Co., JPMorgan Chase Bank, N.A., and certain of their affiliates in matters unrelated to the Debtor
<i>Significant Co-Defendants in Asbestos-Related Litigation</i>	3M Company	Schiff Hardin currently represents 3M Company and 3M Purification, Inc., and in the last two years has represented certain of their affiliates, in matters unrelated to the Debtor

	Crane Company	Schiff Hardin currently represents Crane Company in matters unrelated to the Debtor
	General Electric Company	Schiff Hardin currently represents a joint venture between General Electric Company and other entities in matters that are unrelated to the Debtor; in the past two years, Schiff Hardin has represented General Electric as indemnitee in matters unrelated to the Debtor
	Metropolitan Life Insurance Company	Schiff Hardin currently represents Metropolitan Life Insurance Company, MetLife Inc., and certain of their affiliates in matters unrelated to the Debtor

SCHEDULE 3

Nonexclusive List of Certain Schiff Hardin LLP
Professionals and Their Current Standard Hourly Rates as of January 2020

NAME	LOCATION	POSITION	BILLING RATE IN EFFECT AS OF THE PETITION DATE¹
Elizabeth Runyan Geise	Washington, D.C.	Partner	\$595
Valerie E. Ross	Washington, D.C.	Partner	\$585
Jeffrey D. Skinner	Washington, D.C.	Partner	\$525
Neil L. Lloyd	Chicago, Illinois	Partner	\$585
Nancy B. Stone	Washington, D.C.	Counsel	\$500
Brett Clements	Washington, D.C.	Associate	\$350
Sonul Rao	Washington, D.C.	Associate	\$350
Sylvia Bryant	Washington, D.C.	Paralegal	\$190
Endia Myers	Washington, D.C.	File Clerk	\$110

¹ These rates represent a discount from Schiff Hardin's standard hourly rates, as negotiated with the Debtor.

EXHIBIT D

Disclosure of Compensation

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

DISCLOSURE OF COMPENSATION OF SCHIFF HARDIN LLP

Pursuant to section 329(a) of the Bankruptcy Code, Bankruptcy Rule 2016(b) and Local Bankruptcy Rule 2016-1, Elizabeth Runyan Geise hereby certifies as follows:

1. I am a partner with the law firm of Schiff Hardin LLP (“Schiff Hardin”) and am duly authorized to make this Disclosure of Compensation on behalf of Schiff Hardin in connection with the *Ex Parte Application of the Debtor for an Order Authorizing It to Retain and Employ Schiff Hardin LLP as Special Counsel as of the Petition Date* (the “Application”).²

The facts set forth in this Disclosure of Compensation are personally known to me and, if called as a witness, I could and would testify thereto.

2. Prior to the Petition Date, on January 17, 2020, the Debtor paid Schiff Hardin a retainer of \$200,000 for professional services and expenses (the “Retainer”).

3. Schiff Hardin requests that it be permitted to hold any amounts comprising the Retainer (following the reconciliation described herein) as a postpetition retainer subject to the terms of the Interim Compensation Order.

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

4. In the one-year period preceding the Petition Date,³ Schiff Hardin received payments from the Debtor totaling \$5,157,740.12 (collectively, the “Prepetition Payments”).

The Prepetition Payments reflect: (a) certain actual fees and expenses, to the extent determined, as of December 31, 2019, including \$2,821,655.73 paid for work performed prior to October 23, 2019 on behalf of Old CT; and (b) \$800,000 for unbilled, anticipated and/or estimated fees and expenses for the period prior to the Petition Date (the “Estimated Amount”).⁴

5. Schiff Hardin expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in the Chapter 11 Case; (b) make a corresponding adjustment to the amount of the Retainer on or about that date; and (c) disclose such adjustment in its first interim fee application. If Schiff Hardin’s unbilled actual fees and expenses for the period prior to the Petition Date are more than the Estimated Amount, the Retainer will be reconciled and applied to pay the difference. If Schiff Hardin’s unbilled actual fees and expenses for the period prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Retainer and utilized by Schiff Hardin consistent with the terms of the Interim Compensation Order. Schiff Hardin will not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

6. As of the Petition Date, the Retainer balance was \$200,000.

An accounting of prepetition payments made to Schiff Hardin by the Debtor in the one-year period preceding the Petition Date is attached hereto as Schedule 1.

³ Because the Debtor was formed on October 23, 2019, these payments only reach back to that date.

⁴ In the one-year period preceding the Petition Date and before the formation of the Debtor, Schiff Hardin also received payments from Old CT, totaling \$5,684,037.69 for fees and expenses relating to certain prepetition legal services in connection with its work for Old CT.

7. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor Schiff Hardin, nor any partner or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in any capacity in connection with the Chapter 11 Case, other than as permitted by the Bankruptcy Code. Schiff Hardin has not agreed to share compensation received in connection with this case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b) in respect of the sharing of compensation among Schiff Hardin's partners.

Dated: January 23, 2020
Washington, DC

/s/ Elizabeth Runyan Geise
Elizabeth Runyan Geise
Schiff Hardin LLP

SCHEDULE 1

Accounting Summary of Payments

<u>PAYMENTS RECEIVED FROM THE DEBTOR FOR INVOICES</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED FROM THE DEBTOR
October 30, 2019	\$658,114.14	Payment of Old CT Invoices	\$658,114.14
November 8, 2019	\$868,805.50	Payment of Old CT Invoices	\$868,805.50
December 31, 2019	\$765,408.52	Payment of Old CT Invoices	\$765,408.52
January 10, 2020	\$745,531.79	Payment of Old CT & Debtor Invoices	\$745,531.79
January 17, 2020	\$637,306.23	Payment of Debtor Invoices	\$637,306.23
January 17, 2020	\$682,573.94	Payment of Debtor Invoices	\$682,573.94
January 17, 2020	\$800,000.00	Payment of Estimated Amount for January 2020 Debtor Invoices	\$800,000.00
<u>RETAINER PAYMENTS RECEIVED FROM THE DEBTOR</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED FROM THE DEBTOR
January 17, 2020	\$200,000	Initial Retainer Payment	\$200,000
TOTAL RETAINER PAYMENTS RECEIVED FROM THE DEBTOR:			\$200,000
<u>APPLICATIONS OF THE RETAINER</u>			
DATE	INVOICE AMOUNT	TRANSACTION	RETAINER AMOUNT APPLIED
TOTAL APPLICATIONS OF THE RETAINER:			None
<u>RETAINER BALANCE</u>			
BALANCE OF THE RETAINER AS OF THE PETITION DATE:			\$200,000