

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

In re

DBMP LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**DEBTOR’S *EX PARTE* APPLICATION FOR ORDER AUTHORIZING RETENTION  
AND EMPLOYMENT OF ROBINSON, BRADSHAW & HINSON, P.A. AS  
SPECIAL COUNSEL FOR ASBESTOS CLAIMS ESTIMATION MATTERS  
AND LOCAL BANKRUPTCY COUNSEL FOR DEBTOR AS OF THE PETITION DATE**

DBMP LLC, debtor and debtor-in-possession in the above-captioned case (the “Debtor”), hereby moves *ex parte* and applies for the Court to enter an Order pursuant to section 327 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rules 2014-1, 2016-1(b) and 9013-1(f)(8) of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”) authorizing the retention and employment of the law firm of Robinson, Bradshaw & Hinson, P.A. (“RBH”) effective as of the Petition Date (as defined below) as special counsel for asbestos claims estimation matters and as local bankruptcy counsel for the Debtor (this “Application”). In making this Application, the Debtor relies upon, and incorporates by reference, the Declaration of Garland S. Cassada in Support of Debtor’s *Ex Parte Application for Order Authorizing Retention and Employment of Robinson, Bradshaw & Hinson, P.A. as Special Counsel for Asbestos Claims Estimation Matters and Local Bankruptcy Counsel for Debtor as of the Petition Date*, attached hereto as Exhibit A

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

(the “Cassada Declaration”), submitted on behalf of RBH. In further support of this Application, the Debtor respectfully states as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this Application under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue of these proceedings and this Application is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are sections 105, 327, 330 and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1, 2016-1 and 9013-1(f)(8).

3. Under section 327(a) of the Bankruptcy Code, a debtor in possession may employ one or more attorneys to represent it in carrying out its duties under the Bankruptcy Code, provided that such attorneys are disinterested persons and do not hold or represent an interest adverse to the estate.

### **BACKGROUND**

4. On the date hereof (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code. The Debtor is continuing in control of its businesses and manages its property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. 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 (“Millwork & Panel”), 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.

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

### **PROPOSED RETENTION AND ITS SCOPE**

7. In this Application, the Debtor seeks to retain RBH pursuant to section 327(a) of the Bankruptcy Code as special counsel for asbestos claims estimation matters and local bankruptcy counsel for the Debtor because of (a) RBH’s experience and knowledge in the field of debtors’ and creditors’ rights and business cases under chapter 11 of the Bankruptcy Code, (b) its experience and knowledge representing parties with interests similar to those of the Debtor in asbestos-related bankruptcy cases, including the substantive and procedural laws relating to mass-tort liability, debtor/creditor and commercial law, and section 524(g) of the Bankruptcy Code, (c) its expertise, experience, and knowledge in practicing before this Court, (d) its proximity to the Court, and (e) its ability to respond quickly to emergency hearings and other emergency matters in this Court.

8. RBH is familiar with the Debtor's business. RBH represented the Debtor before the Petition Date and has become well acquainted with the Debtor's history, business, assets and liabilities, corporate structure and related matters.<sup>2</sup> Accordingly, RBH has developed substantial

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<sup>2</sup> As described below and in the Cassada Declaration, RBH also represented CertainTeed Corporation (“Old CT”), which ceased to exist when the Debtor was formed on October 23, 2019.

knowledge regarding the Debtor that will result in effective and efficient services in the Chapter 11 Case.

9. The Debtor proposes the employment of RBH to serve as local bankruptcy counsel, along with Jones Day, which the Debtor separately proposes to engage as lead bankruptcy counsel, and to serve as special counsel for asbestos claims estimation matters.

10. RBH will serve as special counsel for the Debtor in connection with any proceedings to estimate the allowed amount of present and future asbestos personal injury claims, working with the other professionals assisting in these matters. Such services may include, without limitation, the following:

- a. providing strategic advice regarding asbestos claims estimation and related matters;
- b. developing factual and legal arguments related to the potential estimation of asbestos claims;
- c. preparing, or assisting in the preparation of, all necessary documents, including motions, notices, briefs, responses, answers, orders, reports and memoranda, in connection with proceedings for the estimation of asbestos claims;
- d. assisting the Debtor, in coordination with its other professionals, in any discovery activities related to the estimation of asbestos claims;
- e. assisting in the selection and presentation of witnesses relating to any claims estimation proceeding;
- f. attending and participating in court hearings relating to the estimation of asbestos claims;
- g. advising and assisting the Debtor and its other professionals in connection with any other activities in the Chapter 11 Case that are relevant to the estimation of asbestos claims; and
- h. performing such other legal services for Debtor as may be requested from time to time relating to asbestos claims estimation that may be necessary in the Chapter 11 Case.

11. As local bankruptcy counsel, RBH will represent and advise the Debtor in

connection with all matters of local rules and practice and will assist lead bankruptcy counsel and other professionals for the Debtor as necessary or appropriate, including by attending hearings in the Chapter 11 Case. In addition, RBH will provide such other necessary or appropriate legal services in the Chapter 11 Case, as requested by the Debtor and in coordination with lead bankruptcy counsel, to assist on matters relating to the administration of the case, potentially including, without limitation, the following:

- a. providing the Debtor with legal advice with respect to its powers and duties as debtor in possession;
- b. assisting in taking all necessary action to protect and preserve the Debtor's estate;
- c. advising the Debtor concerning and preparing or assisting in the preparation on behalf of the Debtor of all necessary documents, including schedules, statements, applications, responses, answers, orders, reports, motions, briefs, memoranda, and notices in connection with the administration of the estate of the Debtor;
- d. advising the Debtor concerning and appearing before the Court and such other courts as may be appropriate to represent the interests of the Debtor and assisting the Debtor in negotiations with other parties in interest in the Chapter 11 Case; and
- e. advising the Debtor concerning and assisting in formulating and drafting a plan of reorganization on behalf of the Debtor, the related disclosure statement, and any revisions, amendments relating to such documents, and related materials.

12. The Debtor submits that RBH's retention and employment is in the best interests of the Debtor and its bankruptcy estate.

13. RBH has indicated its willingness to render the necessary professional services described above. On or soon after the Petition Date, the Debtor is also seeking to retain (a) Jones Day as its lead bankruptcy counsel in the Chapter 11 Case, (b) Bates White, LLC, as asbestos consultant, and (c) Schiff Hardin LLP, as special counsel for asbestos matters. RBH will coordinate with these other professional firms to ensure no unnecessary duplication of effort and

to maximize efficiency in representing the Debtor in the Chapter 11 Case. The Debtor believes that the services RBH will provide will be complementary rather than duplicative of the services to be performed by its other counsel, and the Debtor is mindful of the need to avoid the duplication of legal services and understands appropriate procedures will be implemented to minimize any duplication of effort.

14. The professionals at RBH have substantial experience representing parties with interests similar to those of the Debtor in asbestos-related bankruptcy cases. In particular, RBH has successfully represented asbestos defendants whose liability for asbestos personal injury claims has been adjudicated in chapter 11 cases. For example:

a. From 1997 to 2003, RBH served as lead counsel for National Gypsum Company, a private company headquartered in Charlotte, North Carolina, in a series of cases relating to the asbestos bankruptcy case In re National Gypsum Co., Case No. 390-37213-SAF, United States Bankruptcy Court Northern District of Texas (the “National Gypsum Case”). The resolution of the National Gypsum Case required a trial to determine National Gypsum Company’s legal responsibility for asbestos claims. After a successful trial outcome, the case culminated in a global asbestos settlement between National Gypsum Company, Asbestos Claims Management Corp., the NGC Settlement Trust (a trust established to resolve asbestos claims), an *ad hoc* committee of present asbestos claimants, and a legal representative for future asbestos claims that was implemented through a chapter 11 reorganization plan that incorporated a channeling injunction and trust under Code § 524(g). See New National Gypsum Co. v. National Gypsum Co. Settlement Trust (In re National Gypsum Co.), 219 F.3d 478 (5th Cir. 2000), *cert. denied*, 121 S. Ct. 2238 (2001); In re: National Gypsum Co., 294 B.R. 663 (N.D. Tex. 2003); In re National Gypsum Co., 243 B.R. 676 (Bank. N.D. Tex. 1999); In re National Gypsum Co., 257 B.R. 184 (Bank. N.D. Tex. 2000); In re Asbestos Claims Management Corp., 294 B.R. 663 (N.D. Tex. 2003).

b. Since 2002, RBH served as lead asbestos counsel for Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and The Anchor Packing Company (collectively, the “Garlock Debtors”) in matters related to the defense of asbestos personal injury claims. To protect the interests of the Garlock Debtors, RBH appeared on their behalf in the following asbestos-related chapter 11 reorganization cases: In re United States Gypsum Corp. (Bankr. D. Del. Case No. 01-2094); In re Armstrong World Industries, Inc. (Bankr. D. Del. Case No. 00-4471); In re Owens

Corning Corp. (Bankr. D. Del. Case No. 00-3837); In re W.R. Grace & Co. (Bankr D. Del. 01-01139); and In re Pittsburgh Corning Corp. (Bankr. W.D. Pa. Case No. 00-22876).

c. RBH was lead asbestos counsel for the Garlock Debtors in their jointly administered chapter 11 cases before this Court filed in June 2010, Lead Case No. 10-31607 (collectively, the “Garlock Case”), in the defense of asbestos personal injury claims against them, the estimation trial to determine the allowed amount of asbestos personal injury claims against them, and the negotiation, structuring and consensual confirmation of a joint plan of reorganization for the Garlock Debtors and their affiliate, OldCo, LLC, successor by merger to Coltec Industries Inc, in June 2017 in which all asbestos personal injury claims against them were channeled to a trust established under section 524(g) of the Bankruptcy Code. The resolution of the Garlock Case followed a lengthy contested claims estimation trial in which RBH served as lead counsel for the Garlock Debtors and resulted in this Court’s January 10, 2014 decision estimating the aggregate liability for mesothelioma claims. In re Garlock Sealing Technologies, LLC, 504 B.R. 71 (Bankr. W.D.N.C. 2014).

d. RBH is local bankruptcy counsel and special asbestos counsel for Bestwall LLC in its chapter 11 case pending before this Court filed in November 2017. In re Bestwall LLC, Case No. 17-31795, in the defense of asbestos personal injury claims against it.

Accordingly, RBH is well-versed in the applicable law, including substantive and procedural laws relating to mass-tort liability, corporate reorganizations, debtor/creditor and commercial law, and section 524(g) of the Bankruptcy Code.

15. The attorneys at RBH regularly practice before this Court and are familiar with the Local Bankruptcy Rules and the practice and procedures of this Court.

16. The Debtor submits that, based on RBH’s chapter 11 and asbestos bankruptcy experience, RBH is well qualified and uniquely able to provide the legal services sought by the Debtor described in detail above.

### **COMPENSATION**

17. Subject to this Court’s approval and in accordance with sections 327(a), 330, and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other

applicable orders or rules of this Court, the Debtor requests that RBH be compensated on an hourly basis and be reimbursed for the actual, necessary expenses RBH incurs.

18. RBH's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of a scope and complexity similar to the Chapter 11 Case. Further, RBH's bankruptcy professionals are subject to the same client-driven market forces, scrutiny and accountability as its professionals in non-bankruptcy engagements. For all of these reasons, RBH's rates are reasonable and favorable to the Debtor's estate.

19. The hourly rates applicable to the attorneys at RBH proposed to represent the Debtor are:

| <b>Attorney</b>         | <b>Rate</b> |
|-------------------------|-------------|
| Garland S. Cassada      | \$640.00    |
| D. Blaine Sanders       | \$570.00    |
| Edward F. Hennessey, IV | \$570.00    |
| Lawrence C. Moore, III  | \$560.00    |
| David M. Schilli        | \$555.00    |
| Jonathan C. Krisko      | \$510.00    |
| Andrew W.J. Tarr        | \$510.00    |
| Richard C. Worf         | \$470.00    |
| Pearlynn G. Houck       | \$460.00    |
| David C. Kimball        | \$445.00    |
| Stuart L. Pratt         | \$400.00    |
| Demi L. Bostian         | \$315.00    |
| Kevin R. Crandall       | \$315.00    |
| Andrew J. Kilpinen      | \$315.00    |
| Benjamin C. DeCelle     | \$295.00    |
| Travis S. Hinman        | \$295.00    |
| Scott A. DeAngelis      | \$280.00    |
| Andrew R. Wagner        | \$280.00    |
| Spencer T. Wiles        | \$280.00    |
| Brendan P. Biffany      | \$265.00    |
| Chelsea N. Evans        | \$265.00    |



The hourly rates applicable to paralegals and practice support staff members proposed to assist the RBH attorneys are:

| <b>Individual</b> | <b>Rate</b> |
|-------------------|-------------|
| Adam S. Wehler    | \$260.00    |
| Marilyn Baucom    | \$245.00    |
| Tamara C. Redi    | \$245.00    |
| Satyra L. Riggins | \$240.00    |
| Stephanie Nance   | \$215.00    |

Other lawyers and paralegals not listed may perform services for the Debtor. Generally, RBH's hourly rates range from \$265.00 to \$640.00 for attorneys and from \$150.00 to \$260.00 for legal assistants, paralegals and other practice support staff. The Debtor is informed and believes that the 2020 hourly rates set forth above are consistent with the rates charged by RBH in bankruptcy and non-bankruptcy matters of this type in 2020 and are reasonable. In the normal course of business, the hourly rates are revised on a yearly basis, and the Debtor has agreed, upon review and approval, to pay the adjusted rates as and when they go into effect. It is anticipated that the next general firm rate increase will be effective January 1, 2021.

20. RBH has agreed to bill time spent traveling without actively working on the Chapter 11 Case at 50% of the professional's normal hourly rate.

21. RBH 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 *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (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. RBH intends to use the billing categories set forth on Exhibit B attached hereto, which are billing

categories that Jones Day intends to use and that are consistent with and expand upon the project categories in the Compensation Guidelines.<sup>3</sup>

22. The Debtor has been advised by RBH that RBH has a policy to charge its clients in all areas of practice for all other expenses incurred in connection with the clients' cases. The expenses to clients include, without limitation, photocopying, witness fees, travel expenses, filing and recordation fees, teleconference fees, postage, express mail and messenger charges, expenses for working meals, and telecopier charges. RBH will charge the Debtor for expenses and costs incurred in a manner and at rates consistent with charges made generally to clients of RBH.

23. In July 2019, RBH began advising Old CT, an entity that ceased to exist following the corporate restructuring described in the First Day Declaration, in matters related to the defense and resolution of asbestos-related claims and related to bankruptcy issues. For its work from July 10, 2019 through the October 23, 2019 closing on that corporate restructuring, RBH billed the amount of \$70,189.95 for services rendered to and expenses incurred for Old CT in matters related to the defense and resolution of asbestos-related claims and related to bankruptcy issues. The Debtor paid RBH that invoiced amount totaling \$70,189.95 from the Retainer (as defined below) prior to the Petition Date, as the Debtor was assigned RBH's engagement letter with Old CT as a result of the corporate restructuring described in the First Day Declaration and became solely responsible for liabilities thereunder.

24. Beginning on October 23, 2019 and continuing through the Petition Date, RBH provided legal services directly to the Debtor in matters related to the defense and resolution of asbestos-related claims and related to bankruptcy issues. During this same time period, RBH

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<sup>3</sup> RBH, in its discretion and in consultation with the Debtor, may determine to create separate sub-billing categories for certain discrete projects undertaken during the Chapter 11 Case.

represented solely the Debtor and did not represent any of its affiliates.

25. RBH received a retainer of \$250,000.00 from the Debtor on January 14, 2020 (as decreased from time to time thereafter, the “Retainer”). After receiving the Retainer, RBH was paid for services rendered to and expenses incurred for the Debtor by drawing down the Retainer as set forth in the table in Paragraph 26 below.

26. Prior to the Petition Date, RBH received from the Debtor a total of \$170,680.93 in payment for services rendered to and expenses incurred for the Debtor from draws on the Retainer, as set forth in the table below:

| <i><b>Date Received</b></i> | <i><b>Type of Payment</b></i> | <i><b>Payment Amount</b></i> |
|-----------------------------|-------------------------------|------------------------------|
| 01/17/20                    | Draw on Retainer              | \$37,927.05                  |
| 01/17/20                    | Draw on Retainer              | \$49,949.43                  |
| 01/22/20                    | Draw on Retainer              | \$82,804.45                  |

27. Thus, after accounting for the payments described in Paragraphs 23 and 26 above, as of the Petition Date, RBH is holding the Retainer in the amount of \$9,129.12.<sup>4</sup> RBH requests that it be permitted to hold any amounts comprising the Retainer (following the reconciliation described in the Cassada Declaration) as a postpetition retainer subject to the terms of the Interim Compensation Order.<sup>5</sup>

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<sup>4</sup> In particular, the Retainer was utilized to pay certain estimated fees and expenses (the “Estimated Amount”) for January 22, 2020. RBH expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred through January 22, 2020 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 RBH’s unbilled actual fees and expenses through January 22, 2020 are more than the Estimated Amount, the Retainer will be reconciled and applied to pay the difference. If RBH’s unbilled actual fees and expenses through January 22, 2020 are less than the Estimated Amount, the balance will be added to the Retainer and applied consistent with the terms of any order establishing procedures for interim compensation and reimbursement of expenses of retained professionals (any such order, the “Interim Compensation Order”). RBH 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 the Interim Compensation Order.

<sup>5</sup> Contemporaneously with the filing of this Application, the Debtor filed the *Motion of the Debtor for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* (the “Interim Compensation Motion”) seeking entry of the Interim Compensation Order. Pursuant to the Interim Compensation Motion, the Debtor requests, among other things, that on notice to the Debtor, retained professionals will be authorized to use any remaining amount of their prepetition retainers to satisfy some or all of an Authorized

28. The amount of the Retainer as of the Petition Date is neither a limit on fees and expenses that can be awarded to RBH, nor does the existence of this Retainer constitute an allowance of such fees and expenses, which remains subject to application to, and approval by, this Court. RBH reserves the right to request an additional retainer from the Debtor at any time.

29. RBH has been paid for prepetition services and expenses owed by the Debtor prior to the Petition Date except for services rendered on January 23, 2020, specifically required for completion of the requirements and pleadings necessary for the chapter 11 filing. The Debtor understands that RBH will seek the fees and expenses incurred on and after January 23, 2020, as part of its applications for compensation and reimbursement from the Court.

30. RBH understands that any compensation and expenses paid to it must be approved by this Court upon application consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable orders or rules of this Court.

**NO ADVERSE INTEREST WITH RESPECT TO MATTERS  
UPON WHICH RBH SHALL BE EMPLOYED**

31. To the best of the Debtor's knowledge and except as set forth in the Cassada Declaration, neither RBH nor any of its professionals has had or presently has any connection with the Debtor, its affiliates, 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 any actual or pecuniary interest in the Chapter 11 Case or their respective attorneys.

32. Further, RBH is not a creditor, equity security holder or insider of the Debtor, and

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Payment (as defined in the Interim Compensation Motion); provided that each professional will utilize any remaining retainer by the time it files its first Interim Fee Application (as defined in the Interim Compensation Motion) or as soon thereafter as is practicable.

none of RBH's lawyers is or has ever been a director, officer or employee of the Debtor.

33. RBH does not represent the Debtor on a contingency fee basis with respect to any services provided to the Debtor.

34. Based upon the foregoing, the Debtor does not believe that RBH or any of its professionals represents any interest adverse to the Debtor or the Debtor's estate in the matters upon which the law firm is to be engaged for the Debtor as set forth in this Application, and its employment would be in the best interest of the estate.

35. Based upon the foregoing, the Debtor believes that RBH is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and that RBH is eligible for employment by the Debtor pursuant to sections 327, 330 and 331 of the Bankruptcy Code and applicable Bankruptcy Rules.

36. Accordingly, the Debtor submits that the employment of RBH is in the best interests of the Debtor and its estate.

#### **LEGAL BASIS FOR RELIEF REQUESTED**

37. Under section 327(a) of the Bankruptcy Code, a debtor in possession is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor in possession] in carrying out [its] duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

38. As required by section 329(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a), the facts set forth in this Application and the information in the exhibits attached hereto set forth (a) the specific facts showing the necessity for RBH's employment, (b) the reasons for the Debtor's selection of RBH as its counsel in connection with the Chapter 11 Case, (c) the professional services proposed to be provided by RBH, (d) the arrangement between the Debtor and RBH with respect to RBH'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 RBH's connections, if any, to certain parties in interest in these matters. Accordingly, RBH's retention by the Debtor should be approved.

**NOTICE**

39. No trustee, examiner, or creditors' committee has been appointed in the Chapter 11 Case. Although the Debtor has filed this Application *ex parte*, as permitted by the Local Bankruptcy Rules, the Debtor is serving a copy of this Application and the Cassada Declaration on (a) the Bankruptcy Administrator, (b) the top law firms representing asbestos claimants against the Debtor, as identified in the Debtor's chapter 11 petition, (c) counsel to the Debtor's non-debtor affiliate, CertainTeed LLC, a Delaware limited liability company, and (d) the members of the Debtor's prepetition *ad hoc* committee of asbestos personal injury claimants. The Debtor submits that, in light of the nature of the *ex parte* relief requested, no other or further notice need be provided.

40. No previous application for the relief requested herein has been made by the Debtor to this or any other court.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order, substantially in the form attached hereto as Exhibit C, (a) authorizing the Debtor to retain and employ RBH as special counsel for asbestos claims estimation matters and local bankruptcy counsel in the Chapter 11 Case, effective as of the Petition Date, to represent it as set forth in this Application and (b) granting such other relief as the Court deems just and proper.

This 23<sup>rd</sup> day of January, 2020.

DBMP LLC

/s/ Michael T. Starczewski

By: Michael T. Starczewski

Its: Chief Legal Officer, Vice President and Secretary

**EXHIBIT A**

Cassada Declaration  
[attached]



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

In re

DBMP LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**DECLARATION OF GARLAND S. CASSADA IN SUPPORT OF  
DEBTOR'S *EX PARTE* APPLICATION FOR ORDER AUTHORIZING RETENTION  
AND EMPLOYMENT OF ROBINSON, BRADSHAW & HINSON, P.A. AS  
SPECIAL COUNSEL FOR ASBESTOS CLAIMS ESTIMATION MATTERS AND  
LOCAL BANKRUPTCY COUNSEL FOR DEBTOR AS OF THE PETITION DATE**

I, Garland S. Cassada, hereby declare that the following is true and correct:

1. I am a shareholder of the firm Robinson, Bradshaw & Hinson, P.A., a professional corporation ("RBH"). RBH maintains offices for the practice of law at 101 North Tryon Street, Suite 1900, Charlotte, North Carolina 28246; 1450 Raleigh Rd, Suite 100, Chapel Hill, North Carolina 27517; and at 202 East Main Street, Suite 201, Rock Hill, South Carolina 29730.

2. I submit this Declaration in support of the application of the above-captioned debtor and debtor-in-possession (the "Debtor") for an Order authorizing the employment and retention of RBH as special counsel for asbestos claims estimation matters and local bankruptcy counsel for the Debtor (the "Application") in the Chapter 11 Case.<sup>2</sup>

3. To ascertain RBH's "connections," as that term is used in Rule 2014 of the Federal Rules of Bankruptcy Procedure, with the Debtor and other parties in interest, RBH staff personnel,

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

<sup>2</sup> Any capitalized terms not defined herein shall have the meaning attributed to them in the Application.

under my direction and control, performed a search of a computerized database containing the names and matter descriptions of all current representations of RBH and all previous representations handled by RBH that have been terminated during the two-year period preceding the Petition Date. The search request applied the list of potentially interested parties received from the Debtor, which included (a) the Debtor's equity owner, (b) the Debtor's direct and indirect non-debtor subsidiaries, (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 and unexpired leases with the Debtor, if any, (h) significant co-defendants in asbestos-related litigation, (i) applicable permitting or licensing authorities and environmental regulatory agencies, (j) the Debtor's professionals and service providers in connection with the Chapter 11 Case, (k) the Debtor's significant ordinary course professionals, consultants and service providers, (l) known professionals for certain non-Debtor parties in interest, (m) major suppliers of goods and services to the Debtor, if any, (n) the top law firms representing asbestos claimants against the Debtor, (o) parties in non-asbestos litigation involving the Debtor, and (p) insurers and third-party administrators.

4. Based upon the results of the review described above, as well as all knowledge I have apart from those results, RBH, to the best of my knowledge and belief, after what I consider to be an appropriate inquiry, is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code and does not hold or represent any interest adverse to the Debtor’s estate.

5. RBH is not a creditor, equity security holder or insider of the Debtor, and none of RBH’s lawyers is or has ever been a director, officer or employee of the Debtor.

6. RBH does not represent the Debtor on a contingency fee basis with respect to any services provided to the Debtor.

7. Disclosure with respect to any “connections” RBH has or has had with the Debtor, its creditors, any other parties in interest, any of their respective attorneys and accountants known to me, and the Bankruptcy Administrator, insofar as I know or have been able to ascertain after reasonable inquiry, is set forth below:

(a) From July 10, 2019 through October 22, 2019, RBH provided advice to CertainTeed Corporation (“Old CT”) in matters related to the defense and resolution of asbestos-related personal injury claims and bankruptcy issues. Before the October 23, 2019 corporate restructuring described in the First Day Declaration (the “2019 Corporate Restructuring”), RBH represented solely Old CT and invoiced Old CT the sum of \$70,189.95 for professional services rendered to and expenses incurred for Old CT. On October 23, 2019, Old CT underwent the 2019 Corporate Restructuring and, as a result, Old CT ceased to exist and two new entities were created: (1) the Debtor, which received certain of Old CT’s assets and became solely responsible for certain liabilities of Old CT, including any asbestos-related liabilities of Old CT (other than those for which the exclusive remedy is provided under a workers’ compensation statute or similar laws), and the defense and resolution of claims and lawsuits asserting those liabilities, and (2) CertainTeed LLC, a Delaware limited liability company, which received all other assets of Old CT and became solely responsible for all other liabilities of Old CT. The Debtor paid RBH that invoiced amount totaling \$70,189.95 from the Retainer (as defined below) prior to the Petition Date, as the Debtor was assigned RBH’s engagement letter with Old CT as a result of the 2019 Corporate Restructuring and became solely responsible for liabilities thereunder.

(b) On October 23, 2019, the Debtor engaged RBH to advise it in matters related to the defense and resolution of asbestos-related personal injury claims and to bankruptcy issues. Since October 23, 2019, RBH has represented solely the Debtor and has not represented any of its affiliates. As provided in more detail below, before the Petition Date, the Debtor has paid RBH the aggregate sum of \$170,680.93 for professional services rendered to and expenses incurred for the Debtor between October 23, 2019, and January 22, 2020.

(c) In addition, as of the Petition Date, RBH is holding a Retainer in the amount of \$9,129.12 received from the Debtor for its engagement described in the Application for payment of professional services to be rendered to and expenses to be incurred for the Debtor with respect to the Chapter 11 Case.

(d) I, Garland S. Cassada, the other shareholders of RBH, attorneys who are “of counsel” to RBH, and associates of RBH:

(i) have represented in the past and/or now represent and may in the future represent—in each case, in matters wholly unrelated to the Debtor and the Chapter 11 Case—creditors or known equity security holders (or their affiliates known to me) of the Debtor or other parties in interest, including the entities listed on Exhibit 1 attached to this Declaration; and

(ii) may have appeared in other cases or matters unrelated to the Debtor where the Debtor’s creditors, known equity security holders or other parties in interest (or their affiliates known to me) were involved, although any such matter was wholly unrelated to the Debtor.

(e) RBH has represented and counseled, and continues to represent and counsel, other defendants of asbestos-related claims from time to time concerning the evaluation of asbestos-related products liability claims, asserting defenses to such claims, and developing business and legal strategies to address such claims. RBH expects to provide such representation and counsel to additional new clients in the future that are defendants in asbestos cases. None of such past, present, or future representations presents a circumstance which causes RBH to hold or represent an interest adverse to the Debtor's estate. Moreover, to the best of my knowledge, none of such defendants is pursuing a claim against the Debtor nor is the Debtor pursuing a claim against any such defendants.

(f) RBH is involved in the representation of other clients that are also being advised by Jones Day and Bates Whites LLC, and RBH has engaged Bates White LLC in connection with its representation of other clients in asbestos-related litigation.

(g) Shareholders, attorneys who are "of counsel" and associates of RBH own equity or debt securities in significant creditors and/or known equity security holders (or their affiliates known to me) of the Debtor, including the following:

3M Company  
Bank of America, N.A.  
General Electric Company  
Honeywell International, Inc.  
J.P. Morgan Chase  
MetLife, Inc.

However, I have been advised that no individual owns sufficient equity or debt securities of any such creditor or equity security holder or party in interest to influence their respective affairs in any way, and that the value or the ability to dispose of such securities would not be affected in any discernible way by any event in the Chapter 11 Case.

To the best of my knowledge, information and belief, other than as set forth in this Paragraph 7 above or on the attached Exhibit 1, there are no other instances in which RBH has, has had or might be deemed to have or have had “connections” with the Debtor, its creditors, its known equity security holders or other parties in interest. None of the connections disclosed in this Paragraph 7 above, in my view, results in RBH representing or holding any interest adverse to the Debtor or its bankruptcy estate in matters relating to the Debtor or the Chapter 11 Case.

8. It is possible, despite reasonable efforts to discover “connections” as described above, that RBH has other connections with creditors, equity security holders or parties in interest not listed on Exhibit 1 or otherwise disclosed in this Declaration. I am not aware, however, of any connections not disclosed, and I am confident that if there are any such other connections, they are unrelated to the Chapter 11 Case, and would have no effect on RBH’s representation of the Debtor during the pendency of its chapter 11 case. If I become aware of additional connections, I will promptly supplement this Declaration.

9. Subject to this Court’s approval, RBH will charge the Debtor for its legal services on an hourly basis in accordance with ordinary and customary rates for bankruptcy court-authorized engagements in effect on the date services are rendered, and submits that such rates are reasonable. In the normal course of business, RBH revises its hourly rates from time to time. Set forth below are the ranges of standard hourly rates that RBH presently charges for the legal services of its professionals:

|                                 |                      |
|---------------------------------|----------------------|
| Shareholders                    | \$390.00 to \$640.00 |
| Of Counsel                      | \$415.00 to \$640.00 |
| Associates                      | \$265.00 to \$415.00 |
| Paralegals and Practice Support | \$150.00 to \$260.00 |

Because the fees are (a) based on hourly rates and will correspond to the degree of effort expended on the Debtor's behalf, (b) RBH's usual and customary rates for legal services of the kinds that have been and will be provided to the Debtor, and (c) comparable to those charged by attorneys of similar experience and expertise for engagements of a scope and complexity similar to the Chapter 11 Case, I believe that these rates, and the terms and conditions of RBH's employment, are reasonable.

10. The RBH attorneys who are likely to perform services for the Debtor during the pendency of its Chapter 11 Case, and their standard hourly rates, effective as of the date of this Declaration, are:

| <b>Attorney</b>         | <b>Rate</b> |
|-------------------------|-------------|
| Garland S. Cassada      | \$640.00    |
| D. Blaine Sanders       | \$570.00    |
| Edward F. Hennessey, IV | \$570.00    |
| Lawrence C. Moore, III  | \$560.00    |
| David M. Schilli        | \$555.00    |
| Jonathan C. Krisko      | \$510.00    |
| Andrew W.J. Tarr        | \$510.00    |
| Richard C. Worf         | \$470.00    |
| Pearlynn G. Houck       | \$460.00    |
| David C. Kimball        | \$445.00    |
| Stuart L. Pratt         | \$400.00    |
| Demi L. Bostian         | \$315.00    |
| Kevin R. Crandall       | \$315.00    |
| Andrew J. Kilpinen      | \$315.00    |
| Benjamin C. DeCelle     | \$295.00    |
| Travis S. Hinman        | \$295.00    |
| Scott A. DeAngelis      | \$280.00    |
| Andrew R. Wagner        | \$280.00    |
| Spencer T. Wiles        | \$280.00    |
| Brendan P. Biffany      | \$265.00    |
| Chelsea N. Evans        | \$265.00    |

11. The RBH paralegals and practice support staff who are likely to perform services for the Debtor during the pendency of its Chapter 11 Case, and their standard hourly rates, effective as of the date of this Declaration, are:

| <b>Individual</b> | <b>Rate</b> |
|-------------------|-------------|
| Adam S. Wehler    | \$260.00    |
| Marilyn Baucom    | \$245.00    |
| Tamara C. Redi    | \$245.00    |
| Satyra L. Riggins | \$240.00    |
| Stephanie Nance   | \$215.00    |

12. As the Chapter 11 Case proceeds, RBH's representation of the Debtor may require the active participation of RBH attorneys and legal assistants in addition to the ones listed above. To the fullest extent possible, attorneys having the requisite expertise who already have knowledge with respect to the matters involved will be assigned to represent the Debtor so that duplication of effort is avoided. Consistent with the ranges of hourly rates described above, the hourly rates of the other RBH shareholders, "of counsel," associates and legal assistants who hereafter may represent the Debtor may be higher or lower than those of the persons listed above.

13. RBH has agreed to bill time spent traveling without actively working on the Chapter 11 Case at 50% of the professional's normal hourly rate

14. In addition to the hourly rates set forth above, RBH customarily charges its clients for all ancillary services provided and expenses incurred, including photocopying, long distance telephone calls, facsimile transmissions, messengers, courier mail, computer and data bank time, secretarial overtime, overtime meals, travel, lodging, meal charges for business meetings, postage, printing, transcripts, filing fees, document retrieval, and similar items. Subject to this Court's order(s) with respect to the reimbursement of expenses, RBH will be seeking reimbursement of all such ancillary services provided and expenses incurred on behalf of the Debtor.



15. RBH received a retainer of \$250,000.00 from the Debtor on January 14, 2020 (as increased or decreased from time to time thereafter, the “Retainer”). RBH was paid for services rendered to and expenses incurred for the Debtor by drawing down the Retainer as set forth in the table in Paragraph 16 below.

16. Prior to the Petition Date, RBH received from the Debtor a total of \$170,680.93 in payment for services rendered to and expenses incurred for the Debtor from draws on the Retainer, as set forth in the table below:

| <i><b>Date Received</b></i> | <i><b>Type of Payment</b></i> | <i><b>Payment Amount</b></i> |
|-----------------------------|-------------------------------|------------------------------|
| 01/17/20                    | Draw on Retainer              | \$37,927.05                  |
| 01/17/20                    | Draw on Retainer              | \$49,949.43                  |
| 01/22/20                    | Draw on Retainer              | \$82,804.45                  |

17. Thus, after accounting for the payments described in Paragraphs 7(a) and 16 above, as of the Petition Date, RBH is holding the Retainer in the amount of \$9,129.12.<sup>3</sup> RBH intends to hold any amounts comprising the Retainer (following the reconciliation described in footnote 3) as a postpetition retainer subject to the terms of the Interim Compensation Order. RBH understands that the existence of this Retainer does not constitute an allowance of the fees and expenses charged by it, which remains subject to application to, and approval by, this Court.

18. RBH reserves the right to request an additional retainer from the Debtor at any time.

19. RBH has been paid for prepetition services and expenses owed by the Debtor prior to the Petition Date except for services rendered on and after January 23, 2020, specifically

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<sup>3</sup> In particular, the Retainer was utilized to pay the Estimated Amount for January 22, 2020. RBH expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred through January 22, 2020 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 RBH’s unbilled actual fees and expenses through January 22, 2020 are more than the Estimated Amount, the Retainer will be reconciled and applied to pay the difference. If RBH’s unbilled actual fees and expenses through January 22, 2020 are less than the Estimated Amount, the balance will be added to the Retainer and applied consistent with the terms of the Interim Compensation Order. RBH 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 the Interim Compensation Order.

required for completion of the requirements and pleadings necessary for the Chapter 11 filing. The Debtor understands that RBH will seek the fees and expenses incurred on and after January 23, 2020, as part of its applications for compensation and reimbursement from the Court.

20. RBH understands that any compensation and expenses paid to it must be approved by this Court upon application consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable orders or rules of this Court

21. No promises have been received by RBH, nor any shareholder, any attorney who is “of counsel” to RBH, or any associate of RBH, as to compensation in connection with the Chapter 11 Case other than in accordance with the provisions of the Bankruptcy Code.

22. Neither RBH, nor any shareholder, attorney who is “of counsel” to RBH, or any associate of RBH, has any agreement with any other entity to share with such entity any compensation received by RBH in connection with the Chapter 11 Case or in connection with RBH’s representation of the Debtor before the Petition Date.

23. By reason of the foregoing, I believe that RBH is eligible for employment and retention by the Debtor pursuant to section 327(a) of the Bankruptcy Code and the applicable Bankruptcy Rules.

[remainder of page left blank intentionally – signature page follows]

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, information, and belief.

This the 23<sup>rd</sup> day of January, 2020.

/s/ Garland S. Cassada

Garland S. Cassada

**EXHIBIT 1**

**List of Creditors, Equity Security Holders, or Other Parties in Interest RBH Has Represented or May Represent in Matters Wholly Unrelated to the Debtor and/or the Chapter 11 Case and Unrelated to the Employment of RBH Pursuant to 11 U.S.C. § 327(a)**

A.O. Smith Corporation

Bank of America, N.A.

CBS Corporation

Ingersoll Rand Company

Honeywell International, Inc.

J.P. Morgan Chase

**EXHIBIT B**

Billing Categories  
[attached]

| CATEGORY  | DESCRIPTION  |
|---|--|
| Case Administration and Business Operations     | Includes general case administration services; advice relating to business operations; communications with the Bankruptcy Administrator not within the scope of other matter numbers; maintenance of case docket and calendar; filing and circulation of papers; and preparation and review of other reports, notices and service lists. |
| Creditor Inquiries                              | Includes all actions taken to respond to creditor inquiries about the Chapter 11 Case that are general in nature and not chargeable to another matter number.  |
| Executory Contracts and Unexpired Leases        | Includes contract and lease analysis and matters relating to assumption, assumption and assignment, rejection or recharacterization of executory contracts and unexpired leases.   |
| Automatic Stay                                  | Includes all actions to extend or enforce the automatic stay, motions to modify the automatic stay and issues related to the effect of the automatic stay on pending matters.  |
| Plan of Reorganization and Disclosure Statement | Includes formulation, negotiation, preparation and promulgation of a plan of reorganization (the “Plan”), disclosure statements and related corporate and other documentation to implement the Plan, research relating thereto and matters related to exclusivity.   |
| Use, Sale, Lease of Assets                      | Includes all matters relating postpetition uses of property of the estate (including any acquisitions or dispositions).  |
| Claims Administration                           | Includes any bar date matters, claims objections and related contested matters and other claims administration activities, in connection with non-asbestos claims and unrelated to asbestos estimation matters.  |
| Court Hearings                                  | Includes preparation for and attendance at court hearings.   |

| CATEGORY                             | DESCRIPTION   |
|--------------------------------------|---|
| Asbestos Matters                     | Includes issues relating to asbestos claims, including analysis, valuation, strategy, negotiations, communications and meetings related to asbestos claims and any assistance in asbestos claims estimation matters.  |
| Financing Matters                    | Includes any matters relating to funding the Debtor or the Plan, including implementation of the Funding Agreement (as defined in the First Day Declaration).   |
| General Corporate and Real Estate    | Includes all transactional, corporate governance and related matters involving the Debtor that do not relate to the Plan or disclosure statement process.   |
| Reporting                            | Includes preparation of schedules of assets and liabilities and amendments thereto, a statement of financial affairs and amendments thereto, status reports and other reports required by the Bankruptcy Administrator, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Court. |
| Litigation and Adversary Proceedings | Includes all non-bankruptcy litigation and adversary proceedings (i.e., actions initiated by a complaint in this Court); also includes all other contested matters that do not fit within another, more specific matter description.  |
| Tax Advice                           | Includes all federal and state income, property, excise and other tax matters, including tax planning matters.  |
| Employee Matters                     | Includes matters relating to any direct or seconded employees.  |
| Professional Retention/Fee Issues    | Includes preparation of applications to retain professionals, other matters relating to retention of professionals and objections to fees of other professionals.   |

| CATEGORY                    | DESCRIPTION  |
|-----------------------------|--|
| Fee Application Preparation | Includes preparation of RBH fee applications and related activities and the preparation of monthly invoices. |
| Nonworking Travel           | Includes all nonworking travel time.   |



**EXHIBIT C**

Proposed Order  
[attached]

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

In re

DBMP LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**EX PARTE ORDER AUTHORIZING RETENTION AND EMPLOYMENT  
OF ROBINSON, BRADSHAW & HINSON, P.A.  
AS SPECIAL COUNSEL FOR ASBESTOS CLAIMS ESTIMATION MATTERS AND  
LOCAL BANKRUPTCY COUNSEL FOR DEBTOR AS OF THE PETITION DATE**

*Upon the Debtor's Ex Parte Application for Order Authorizing Retention and Employment  
of Robinson, Bradshaw & Hinson, P.A. as Special Counsel for Asbestos Claims Estimation Matters*

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

*and Local Bankruptcy Counsel for Debtor as of the Petition Date* (the “Application”);<sup>2</sup> and the Court being satisfied, based upon the representations made in the Application and the Cassada Declaration, that RBH represents or holds no interest adverse to the Debtor or its estate as to the matters upon which RBH is to be engaged, and that RBH is disinterested under the meaning of section 101(14) of the Bankruptcy Code, and that the scope of the employment of RBH would be as set forth in the Application pursuant to section 327(a) of the Bankruptcy Code, and that such engagement of RBH is necessary and would be in the best interests of the Debtor and its estate; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED;
2. The Debtor is authorized to retain RBH as special counsel for asbestos claims estimation matters and local bankruptcy counsel under a general retainer in the Chapter 11 Case as set forth in the Application, effective as of the Petition Date, in accordance with section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Bankruptcy Rules 2014-1, 2016-1 and 9013-1(f)(8), on the terms and conditions set forth in the Application as of the Petition Date;
3. RBH is authorized to render the professional services set forth in the Application and the Cassada Declaration;

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed in the Application.

4. The compensation to be paid to RBH for professional services rendered and reimbursement for expenses incurred by it shall be as determined by this Court upon proper application pursuant to sections 328, 330 and 331 of the Bankruptcy Code, and such other procedures as may be fixed by order of this Court;

5. RBH 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 the Interim Compensation Order;

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

7. Pursuant to Local Bankruptcy Rule 9013-1(f), any party shall be entitled to request a hearing or to request that the Court reconsider the entry of this Order upon a request filed within fourteen (14) days of service of this Order;

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

9. 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