

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

In re

BESTWALL LLC,¹

Debtor.

Chapter 11

Case No. 17-31795

**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**

Bestwall 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 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 local bankruptcy counsel for the Debtor and as special counsel for asbestos claims estimation matters (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

¹ The last four digits of the Debtor's taxpayer identification number are 5815. The Debtor's address is 100 Peachtree Street, N.W., Atlanta, Georgia 30303.

(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 November 2, 2017 (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. 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 Tyler L. Woolson (the “First Day Declaration”), which was filed on the Petition Date. 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.

PROPOSED RETENTION AND ITS SCOPE

6. 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.

7. 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. Accordingly, RBH has developed substantial knowledge regarding the Debtor that will result in effective and efficient services in the Chapter 11 Case.

8. 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.

9. 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.

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

12. 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 this Chapter 11 Case, (b) Bates White, LLC, as asbestos consultant; (c) Schachter Harris LLP, as special litigation counsel for medical science issues relating to asbestos claims; and (d) King & Spalding 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 this 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.

13. As this Court well knows and as is apparent from the history of other proceedings

before this Court and other courts, the professionals at RBH have 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 Company, 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), 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: United States Gypsum Corporation (Bankr. D. Del. Case No. 01-2094); Armstrong World Industries, Inc. (Bankr. D. Del. Case No. 00-4471); Owens Corning Corporation (Bankr. D. Del. Case No. 00-3837); W.R. Grace & Company (Bankr. D. Del. 01-01139); and Pittsburgh Corning Corporation (Bankr. W.D. Pa. Case No. 00-22876).

c. More recently, 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).

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.

14. 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.

15. 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

16. 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.

17. 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 this 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.

18. The hourly rates applicable to the attorneys at RBH proposed to represent the

Debtor are:

Attorney	Rate
Garland S. Cassada	\$565.00
Robert E. Harrington	\$520.00
David M. Schilli	\$495.00
D. Blaine Sanders	\$480.00
R. Steven DeGeorge	\$480.00
Edward F. Hennessey, IV	\$465.00
Douglas M. Jarrell	\$430.00
Thomas P. Holderness	\$430.00
Jonathan C. Krisko	\$425.00
Andrew W.J. Tarr	\$425.00
Richard C. Worf	\$400.00
Pearlynn G. Houck	\$390.00
Ty E. Shaffer	\$330.00
Stuart L. Pratt	\$290.00
Kevin R. Crandall	\$215.00
Lucas A. Anderson	\$215.00
Benjamin C. DeCelle	\$215.00
Charles H. Bowyer	\$215.00
Caitlin V. Hill	\$215.00
Gabriel Wright	\$215.00

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

Individual	Rate
Adam S. Wehler	\$180.00
Marilyn Baucom	\$180.00
Satyra L. Riggins	\$175.00
Esther Wende	\$175.00
Audrey Knaub	\$125.00
Patricia Hemple	\$125.00

Other lawyers and paralegals not listed may perform services for the Debtor. Generally, RBH's hourly rates range from \$215.00 to \$690.00 for attorneys and from \$110.00 to \$240.00 for legal

assistants and paralegals. The Debtor is informed and believes that the 2017 hourly rates set forth above are consistent with the rates charged by RBH in bankruptcy and non-bankruptcy matters of this type in 2017 and are reasonable. In the normal course of business, the hourly rates are revised on a yearly basis, and the Debtor has agreed 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, 2018.

19. 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.

20. 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, computerized legal research 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.

21. In January 2017, RBH began advising Georgia-Pacific LLC ("Old GP"), the Debtor's predecessor in interest before 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. From January 2017 through the July 31, 2017 closing on that corporate restructuring, RBH billed to, and received from, Old GP the amount of \$359,936.10 for services rendered to and expenses incurred for Old GP in matters related to the defense and resolution of asbestos-related claims and related to bankruptcy issues.

22. Beginning on July 31, 2017 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 represented solely the Debtor and did not represent any of its affiliates.

23. RBH received a retainer of \$1,400,000.00 from the Debtor on August 2, 2017 (as increased or 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 22 below. After the draws on the Retainer in September and October 2017, the Debtor replenished and increased the Retainer by making the following payments to RBH:

<i>Date</i>	<i>Type of Payment from Debtor</i>	<i>Payment Amount</i>
08/02/17	Retainer	\$1,400,000.00
10/06/17	Replenishment of Retainer	\$416,732.55
10/19/17	Replenishment of Retainer	\$419,533.44
10/25/17	Increase of Retainer	\$520,000.00

24. Prior to the Petition Date, RBH received from the Debtor a total of \$1,356,265.99 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>Date Received</i>	<i>Type of Payment</i>	<i>Payment Amount</i>
09/13/17	Draw on Retainer	\$416,704.55
09/14/17	Draw on Retainer	\$28.00
10/11/17	Draw on Retainer	\$419,533.44
11/01/17	Draw on Retainer	\$520,000.00

25. Thus, as of the Petition Date, RBH is holding the Retainer in the amount of \$1,400,000. 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.

26. 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 November 1, 2017, 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 November 1, 2017, as part of its applications for compensation and reimbursement from the Court.

27. 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**

28. 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 any of the Debtor's creditors or any other party in interest in the above-captioned case or its respective attorneys.

29. Further, 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.

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

31. 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 to the best interest of the estate.

32. 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.

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

NOTICE

34. No trustee, examiner, or creditors’ committee has been appointed in this 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 Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) the top law firms representing asbestos claimants against the Debtor, as identified in the Debtor's chapter 11 petition; and (c) counsel to the Debtor's non-debtor affiliate, Georgia-Pacific LLC, a Delaware limited liability company. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be provided.

35. 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 B, (a) authorizing the Debtor to retain and employ RBH as special counsel for asbestos claims estimation matters and local bankruptcy counsel in this 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 2nd day of November, 2017.

BESTWALL LLC

/s/ J. Joel Mercer, Jr.

By: J. Joel Mercer, Jr.

Its: Chief Legal Officer and Secretary

EXHIBIT A

Cassada Declaration
[attached]

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

In re

BESTWALL LLC,¹

Debtor.

Chapter 11

Case No. 17-31795

**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 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 215 Chapel Hill, North Carolina 27517; and at 140 East Main Street, Suite 420, Rock Hill, South Carolina 29731.

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.²

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, under my direction and control, performed a search of a computerized database

¹ The last four digits of the Debtor's taxpayer identification number are 5815. The Debtor's address is 100 Peachtree Street, N.W., Atlanta, Georgia 30303.

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

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 (v) the Debtor, (w) its creditors, (x) any other parties in interest, (y) any of their respective attorneys and accountants known to me, and (z) the Bankruptcy Administrator, insofar as I know or have been able to ascertain after reasonable inquiry, is set forth below:

(a) From January 2017 through July 31, 2017, RBH provided advice to Georgia-Pacific LLC (“Old GP”), the Debtor’s predecessor in interest before the corporate restructuring described in the First Day Declaration (the “2017 Corporate Restructuring”), in matters related to the defense and resolution of asbestos-related personal injury claims, North Carolina corporate law issues involving the Debtor’s formation, and bankruptcy issues. Before the 2017 Corporate Restructuring, RBH represented solely Old GP. Old GP paid RBH the sum of \$359,936.10 for professional services rendered to and expenses incurred for Old GP. On July 31, 2017, Old GP underwent the 2017 Corporate Restructuring and, as a result, Old GP ceased to exist and two new entities were created: (1) the Debtor, which received certain of Old GP’s assets and became solely responsible for certain liabilities of Old GP, including any asbestos-related liabilities of Old GP (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) Georgia-Pacific LLC, a Delaware limited liability company, which received all other assets of Old GP and became solely responsible for all other liabilities of Old GP.

(b) On July 31, 2017, 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 August 1, 2017, 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 \$1,356,265.99 for professional services rendered to and expenses incurred for the Debtor between August 1, 2017 and October 31, 2017.

(c) In addition, as of the Petition Date, RBH is holding a Retainer (as defined below) in the amount of \$1,400,000.00 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 has ever made a claim against the Debtor nor has the Debtor made a claim against any such defendants.

(f) 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:

Bank of America Corporation
CBS Corporation
General Electric Corporation
Honeywell International, Inc.
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	\$320.00 to \$690.00
Of Counsel	\$345.00 to \$650.00
Associates	\$215.00 to \$425.00
Legal Assistants	\$110.00 to \$240.00

Because the fees (a) are based on hourly rates and will correspond to the degree of effort expended on the Debtor’s behalf, (b) are RBH’s usual and customary rates for legal services of the kinds that have been and will be provided to the Debtor, and (c) are comparable to those charged by attorneys of similar experience and expertise for engagements of a scope and

complexity similar to this 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:

Attorney	Rate
Garland S. Cassada	\$565.00
Robert E. Harrington	\$520.00
David M. Schilli	\$495.00
D. Blaine Sanders	\$480.00
R. Steven DeGeorge	\$480.00
Edward F. Hennessey, IV	\$465.00
Douglas M. Jarrell	\$430.00
Thomas P. Holderness	\$430.00
Jonathan C. Krisko	\$425.00
Andrew W.J. Tarr	\$425.00
Richard C. Worf	\$400.00
Pearlynn G. Houck	\$390.00
Ty E. Shaffer	\$330.00
Stuart L. Pratt	\$290.00
Kevin R. Crandall	\$215.00
Lucas A. Anderson	\$215.00
Benjamin C. DeCelle	\$215.00
Charles H. Bowyer	\$215.00
Caitlin V. Hill	\$215.00
Gabriel Wright	\$215.00

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:

Individual	Rate
Adam S. Wehler	\$180.00

Marilyn Baucom	\$180.00
Satyra L. Riggins	\$175.00
Esther Wende	\$175.00
Audrey Knaub	\$125.00
Patricia Hemple	\$125.00

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 \$1,400,000.00 from the Debtor on August 2, 2017 (as increased or 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 set forth in Paragraph 16 below. After the draws on the Retainer in September and October 2017, the Debtor replenished and increased the Retainer by making the following payments to RBH:

<i>Date</i>	<i>Type of Payment from Debtor</i>	<i>Payment Amount</i>
08/02/17	Retainer	\$1,400,000.00
10/06/17	Replenishment of Retainer	\$416,732.55
10/19/17	Replenishment of Retainer	\$419,533.44
10/25/17	Increase of Retainer	\$520,000.00

16. Prior to the Petition Date, RBH received from the Debtor a total of \$1,356,265.99 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>Date Received</i>	<i>Type of Payment</i>	<i>Payment Amount</i>
09/13/17	Draw on Retainer	\$416,704.55
09/14/17	Draw on Retainer	\$28.00
10/11/17	Draw on Retainer	\$419,533.44
11/01/17	Draw on Retainer	\$520,000.00

17. Thus, as of the Petition Date, RBH is holding the Retainer in the amount of \$1,400,000.00. 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 November 1, 2017, 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 November 1, 2017, 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.

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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 2nd day of November, 2017.

/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)

Bank of America, N.A.

CBS Corporation

EXHIBIT B

Proposed Order
[attached]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

In re

BESTWALL LLC,¹

Debtor.

Chapter 11

Case No. 17-31795

**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 PETITION DATE**

Upon 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 (the "Application");² 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 said firm 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,

¹ The last four digits of the Debtor's taxpayer identification number are 5815. The Debtor's address is 100 Peachtree Street, N.W., Atlanta, Georgia 30303.

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

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 and 2016-1, 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;
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. Upon the conclusion of RBH's representation of the Debtor (or as otherwise directed by this Court), RBH is authorized to apply the remaining portion of the Retainer, if any,

against any unpaid fees or unreimbursed disbursements and shall promptly return any unapplied portion of the Retainer to the Debtor;

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