



FILED & JUDGMENT ENTERED
Steven T. Salata

November 2 2017

Clerk, U.S. Bankruptcy Court
Western District of North Carolina

Laura T. Beyer

Laura T. Beyer
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

BESTWALL LLC,¹

Debtor.

Chapter 11

Case No. 17-31795

**EX PARTE ORDER AUTHORIZING THE DEBTOR TO RETAIN AND EMPLOY
BATES WHITE, LLC AS ASBESTOS CONSULTANTS AS OF THE PETITION DATE**

This matter coming before the Court on the *Ex Parte Application of the Debtor for an Order Authorizing It to Retain and Employ Bates White, LLC as Asbestos Consultants as of the Petition Date* (the "Application"),² filed by the above-captioned debtor and debtor in possession (the "Debtor"); the Court having reviewed the Application and the Bates Declaration, and having considered the statements of counsel and evidence adduced with respect to the Application; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant

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 not otherwise defined herein have the meanings given to them in the Application or the exhibits thereto.

to 28 U.S.C. §§ 1408 and 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iv) notice of the Application was sufficient under the circumstances and (v) Bates White neither holds nor is engaged by any interest materially adverse to the Debtor's estate and is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Application and the Bates Declaration establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtor is authorized to retain and employ Bates White as asbestos consultants in the Chapter 11 Case, pursuant to section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014, on the terms and conditions set forth in the Application and the Engagement Letter, as of the Petition Date.
3. Bates White shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the exhibits thereto, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable orders or procedures of this Court.
4. Bates White shall: (a) complete its reconciliation of prepetition fees and expenses actually incurred through November 1, 2017 no later than the filing of its first interim fee application in the Chapter 11 Case; (b) make a corresponding adjustment to the amount of the Retainer on or about that date, as described in the Application and the exhibits thereto; and (c) disclose such adjustment in its first interim fee application. Subject to the foregoing adjustment, Bates White is authorized to hold any remaining amount of the

Retainer following such reconciliation in a trust account as security for the payment of postpetition fees and expenses.

5. Bates White 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 Bates White's services to the Debtor (or as otherwise directed by this Court), Bates White is authorized to apply the remaining portion of the Retainer, if any, against any unpaid fees or unreimbursed disbursements. Bates White shall promptly return any unapplied portion of the Retainer to the Debtor.

6. Notwithstanding any contrary provision of the Engagement Letter, the Court shall have jurisdiction over, hear and adjudicate any dispute that may arise under the Engagement Letter among the parties to the Engagement Letter during the pendency of the Chapter 11 Case.

7. Notwithstanding any contrary provision of the Engagement Letter, Bates White's liability will not be limited or released by the Engagement Letter for any claim or expense where: (a) such claim or expense is judicially determined to have arisen from Bates White's gross negligence, willful misconduct, fraud or bad faith; (b) for a contractual dispute in which the Debtor alleges the breach of Bates White's contractual obligations, the Court determines that such release or limitation would not be permissible under applicable law; or (c) such claim or expense is settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Bates White should not have its liability released or limited under the terms of the Engagement Letter, as modified by this Order.

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

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

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

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

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

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

United States Bankruptcy Court