

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

In re

BESTWALL LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 17-31795 (LTB)

**MOTION OF THE DEBTOR  
FOR AN ORDER APPOINTING SANDER L. ESSERMAN AS  
LEGAL REPRESENTATIVE FOR FUTURE ASBESTOS CLAIMANTS**

The above-captioned debtor (the "Debtor") hereby moves the Court for the entry of an order, pursuant to sections 105(a), 524(g)(4)(B)(i) and 1109(b) of the Bankruptcy Code, appointing Sander L. Esserman as the legal representative for future asbestos claimants in this chapter 11 case, effective as of January 10, 2018. In support of this Motion, the Debtor respectfully states as follows:

**Background**

1. On November 2, 2017 (the "Petition Date"), the Debtor commenced this reorganization case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. The Debtor is a North Carolina limited liability company. It owns real property in Mt. Holly, North Carolina and is the parent company of certain non-debtor subsidiaries that manufacture and distribute industrial plaster products. As of the Petition Date, the Debtor was a defendant in tens of thousands of asbestos-related lawsuits pending in the courts of nearly every state and certain territories of the United States.

---

<sup>1</sup> 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.

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

4. A comprehensive description of the Debtor, its history, its assets and liabilities and the events leading to the commencement of this chapter 11 case can be found in the declaration of Tyler L. Woolson [Docket No. 2] (the "First Day Declaration"), which was filed on the Petition Date. In addition to the First Day Declaration, the Debtor filed an Informational Brief [Docket No. 12] to provide additional information about its asbestos litigation, related costs and plans to address these matters in this chapter 11 case.

5. On November 16, 2017, the Court entered an order [Docket No. 97] appointing an official committee of asbestos claimants (the "Asbestos Committee") in this chapter 11 case.

### **Jurisdiction**

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

### **The Debtor's Need for a Future Claimants' Representative**

7. The Debtor and its predecessor, the former Georgia Pacific LLC ("Old GP"), have faced hundreds of thousands of asbestos-related lawsuits dating back to 1979. As of the Petition Date, there were approximately 64,000 asbestos-related claims pending against the Debtor in nearly every state and certain territories of the United States, including approximately 22,000 that are being actively litigated and approximately 13,300 claims pending on inactive dockets in various jurisdictions. The Debtor expects that, absent its bankruptcy filing, thousands of additional cases would have been filed against it every year for the

foreseeable future, at least through 2050. During the 2012 to 2016 time period, Old GP incurred asbestos-related defense and indemnity costs of approximately \$160 million per year on average. During the past two full years, total costs were the highest in over a decade, and through October 31, 2017 (the end of the month before the Petition Date), Old GP and the Debtor's total costs were approximately \$200 million.<sup>2</sup> Since the inception of the litigation, Old GP and the Debtor have paid approximately \$2.9 billion in such costs. (First Day Decl. ¶¶ 25, 29). The extraordinary and ongoing costs of the litigation have been a significant and continuing burden. (First Day Decl. ¶ 33).

8. Given (a) the longstanding burden of asbestos-related litigation that has only worsened over time and is projected to continue for decades more and (b) the Debtor's inability to fully and effectively defend the barrage of lawsuits against it in the tort system, the Debtor, after careful review of the available alternatives, concluded that the commencement of a chapter 11 reorganization to utilize section 524(g) of the Bankruptcy Code offered the best alternative under the circumstances — in fact, the only alternative — to permanently, globally and fairly resolve asbestos-related claims against Bestwall. (First Day Decl. ¶¶ 33, 34).

9. Section 524(g) of the Bankruptcy Code provides for the issuance of a channeling injunction for asbestos-related claims and demands if certain conditions are met. One of the conditions is that the court appoint a legal representative (the "Future Claimants' Representative") for the purpose of protecting the rights of persons who might subsequently assert asbestos-related personal injury demands against the Debtor as defined in

---

<sup>2</sup> Old GP ceased to exist, and Bestwall was formed, on July 31, 2017. The total costs through October 30, 2017 are comprised of Old GP's costs prior to July 31, 2017 and Bestwall's costs from and after July 31, 2017.

section 524(g)(5) of the Bankruptcy Code (such persons are referred to herein as the "Future Claimants"). See 11 U.S.C. § 524(g)(4)(B)(i).

10. The appointment of a legal representative to protect the interests of Future Claimants in chapter 11 proceedings is well established. Future Claimants' Representatives are routinely appointed in asbestos-related chapter 11 cases in this district and in others. See, e.g., In re Kaiser Gypsum Co., Inc., Case No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 19, 2016); In re Garlock Sealing Tech., Case No. 10-31607 (GRH) (Bankr. W.D.N.C. Sept. 30, 2010); In re Yarway Corp., Case No. 13-11025 (BLS) (Bankr. D. Del. May 28, 2013); In re Metex Mfg. Corp., Case No. 12-14554 (BRL) (Bankr. S.D.N.Y. Jan. 16, 2013); In re Specialty Prods. Holding Corp., Case No. 10-11780 (JKF) (Bankr. D. Del. Oct. 18, 2010); In re Durabla Mfg. Co., Case No. 09-14415 (MFW) (Bankr. D. Del. May 3, 2010); In re Mid-Valley, Inc., Case No. 03-35592 (JKF) (Bankr. W.D. Pa. Feb. 18, 2004); In re W.R. Grace & Co., Case No. 01-01139 (JKF) (Bankr. D. Del. May 24, 2004); In re Combustion Eng'g, Inc., Case No. 03-10495 (JKF) (Bankr. D. Del. Mar. 17, 2003); In re USG Corp., Case No. 01-2094 (JKF) (Bankr. D. Del. July 14, 2002); In re Kaiser Aluminum Corp., Case No. 02-10429 (JKF) (Bankr. D. Del. Dec. 23, 2002); In re ACandS, Inc., Case No. 02-12687 (JKF) (Bankr. D. Del. Dec. 24, 2002); In re Pittsburgh Corning Corp., Case No. 00-22876 (JKF) (W.D. Pa. Feb. 20, 2001); In re Babcock & Wilcox Co., Case No. 00-10992 (JAB) (Bankr. E.D. La. Oct. 2, 2000).

11. The Debtor, with the assistance of its advisors, has evaluated multiple potential candidates for the role of Future Claimants' Representative in this case. It has also discussed several candidates with the Asbestos Committee. Based on its evaluation and after consultation with the Asbestos Committee, the Debtor has determined, in its sound business judgment, that Mr. Esserman is well-qualified to represent the interests of the Future Claimants

and, therefore, should be appointed as the Future Claimants' Representative in this chapter 11 case. The Asbestos Committee has advised the Debtor that it supports the appointment of Mr. Esserman as the Future Claimants' Representative.

### **Relief Requested**

12. By this Motion, the Debtor respectfully requests that the Court appoint Mr. Esserman as the Future Claimants' Representative in this chapter 11 case, pursuant to sections 105(a), 524(g)(4)(B)(i) and 1109(b) of the Bankruptcy Code, to represent the interests of the Future Claimants, on the terms and subject to the conditions described below, effective as of January 10, 2018.<sup>3</sup>

### **Basis for Relief Requested**

#### ***Mr. Esserman Is Qualified to Serve as the Future Claimants' Representative***

13. The Debtor submits that Mr. Esserman is an independent and well-qualified candidate, who previously has been found to possess the experience and qualifications necessary to serve as the Future Claimants' Representative. A copy of Mr. Esserman's *curriculum vitae* is attached hereto as Exhibit A. As set forth in his *curriculum vitae* and the *Declaration of Sander L. Esserman* submitted in support of this Motion and attached hereto as Exhibit B (the "Esserman Declaration"), Mr. Esserman has broad experience in

---

<sup>3</sup> Consistent with section 105(a) of the Bankruptcy Code, the Court may issue an order to assist in carrying out the other provisions of the Bankruptcy Code, including by appointing a Future Claimants' Representative as contemplated by section 524(g)(4)(B)(i) of the Bankruptcy Code. See In re Forty-Eight Insulations, Inc., 58 B.R. 476, 477 (Bankr. N.D. Ill. 1986); In re Johns Manville Corp., 36 B.R. 743, 757 (Bankr. S.D.N.Y. 1984); see also In re Garlock Sealing Tech., Case No. 10-31607 (GRH) (Bankr. W.D.N.C. Sept. 30, 2010). The Debtor notes that in some asbestos cases, the appointment of a Future Claimants' Representative also relied on section 327(a) of the Bankruptcy Code. See In re Kaiser Gypsum Co., Inc., Case No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 19, 2016); In re Specialty Prods. Holding Corp., Case No. 10-11780 (JKF) (Bankr. D. Del. Oct. 18, 2010); In re W.R. Grace & Co., Case No. 01-01139 (JKF) (Bankr. D. Del. May 24, 2004). To the extent that the Court determines that section 327(a) of the Bankruptcy Code is an appropriate basis for the relief sought herein, the Debtor also seeks relief under that section.

financial reorganizations and disputes, and has had significant roles in major bankruptcy cases across the country, including numerous mass tort and asbestos cases.

14. In particular, he has more than 25 years of experience handling asbestos and mass tort related issues in various capacities, including by serving as a Future Claimants' Representative, acting as counsel to Future Claimants' Representatives and acting as counsel to mass tort trusts. Mr. Esserman currently serves as the Future Claimants' Representative for the NGC Bodily Injury Trust. He has served as counsel to Future Claimants' Representatives in the bankruptcy cases of National Gypsum Company (before being appointed as Future Claimants' Representative), General Motors and T H Agricultural and Nutrition, L.L.C. In addition, he currently participates in an informal discussion group of Future Claimants' Representatives, which meets quarterly to discuss open issues.

15. The Debtor believes that Mr. Esserman's many years of experience and involvement in a substantial number of large and complex cases involving asbestos-related issues make him highly qualified to represent the interests of the Future Claimants. Accordingly, the Debtor respectfully requests that the Court appoint Mr. Esserman to serve as the Future Claimants' Representative in this chapter 11 case to represent the interests of the Future Claimants.

16. In reliance on the Esserman Declaration, which is incorporated herein by reference, the Debtor believes that Mr. Esserman is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code, and has no adverse interest that would prevent him from serving as the Future Claimants' Representative.

**Terms and Conditions of Mr. Esserman's Appointment**

17. The Debtor requests that the appointment of Mr. Esserman be approved on the following terms and conditions:

(a) Appointment. Mr. Esserman shall be appointed as the Future Claimants' Representative, effective as of January 10, 2018, to protect the rights of Future Claimants.<sup>4</sup> Mr. Esserman shall have no other obligations except those that may be prescribed by orders of the Court and accepted by Mr. Esserman.

(b) Standing. Mr. Esserman shall have standing under sections 524(g)(4)(B)(i) and 1109(b) of the Bankruptcy Code to be heard as a party in interest in all matters relating to the Debtor's chapter 11 case and shall have such powers and duties of a committee, as set forth in section 1103 of the Bankruptcy Code, as are appropriate for a Future Claimants' Representative.<sup>5</sup>

(c) Engagement of Professionals. Mr. Esserman may employ attorneys and other professionals consistent with sections 105, 327 and 1103 of the Bankruptcy Code, subject to prior approval of this Court. Such attorneys and other professions shall be subject to the terms of the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Docket No. 132] (the "Interim Compensation Order"). Notwithstanding the foregoing, for generally administrative matters, Mr. Esserman may utilize the services of his firm, Stutzman, Bromberg, Esserman & Plifka ("Stutzman Bromberg"), without further Court approval, but subject to the terms of the Interim Compensation Order with respect to the payment of any

---

<sup>4</sup> As noted in the Esserman Declaration, Mr. Esserman began his work conducting diligence and preparing for his role as Future Claimants' Representative on January 10, 2018.

<sup>5</sup> See In re Johns-Manville Corp., 52 B.R. 940, 942 (S.D.N.Y. 1985) (legal representative for future claimants was authorized to exercise powers and perform duties of a committee under section 1103 of the Bankruptcy Code); In re UNR Indus., Inc., 71 B.R. 467, 478 (Bankr. N.D. Ill. 1987) (stating that the future claimants' representative was granted the powers and responsibilities of a committee).

of the firm's fees or the reimbursement of any of the firm's expenses.

Mr. Esserman will include the services provided by Stutzman Bromberg in his applications for payment, pursuant and subject to the orders and procedures of this Court.

(d) Compensation. Compensation, including professional fees and reimbursement of expenses, shall be payable to Mr. Esserman and his professionals from the Debtor's estate, subject to approval of this Court, and in accordance with the terms, conditions and procedures set forth in the Interim Compensation Order. The Debtor and Mr. Esserman have agreed that Mr. Esserman shall be compensated at the rate of \$810 per hour for calendar year 2018, subject to periodic adjustment (generally annually) in the ordinary course of Mr. Esserman's business, plus reimbursement of reasonable and documented out-of-pocket expenses. Mr. Esserman shall file a supplement to the Esserman Declaration to reflect any changes in his billing rate, and parties in interest shall have 10 days to file a written objection to any such changes.

(e) Liability Insurance. Mr. Esserman has requested that, in addition to his compensation, appropriate and acceptable liability insurance coverage effective as of the date of his appointment as the Future Claimants' Representative (the "Future Claimants' Representative Liability Insurance") be procured and maintained, the cost of which will be paid directly by the Debtor. The Debtor and the Future Claimants Representative are working together to identify the most cost effective means of obtaining this insurance. By this Motion, the Debtor seeks this Court's authority to obtain the Future Claimants' Representative



Liability Insurance and pay the premiums necessary to maintain such insurance during this case without further order of the Court.

(f) Indemnification. The Debtor shall indemnify and agrees to defend and hold harmless Mr. Esserman, his partners, associates, principals, employees and professionals (collectively, the "Indemnified Parties") from and against any losses, claims, damages or liabilities (or actions in respect thereof) to which any Indemnified Party may become subject as a result of or in connection with Mr. Esserman's rendering services hereunder, unless and until it is finally judicially determined that such losses, claims, damages or liabilities were caused by gross negligence, willful misconduct, bad faith or fraud on the part of one or more of the Indemnified Parties in performing their obligations. Any such indemnification shall be an allowed administrative expense under section 503(b) of the Bankruptcy Code and will be paid upon application to and approval of the Court. For the avoidance of doubt, gross negligence, willful misconduct, bad faith or fraud on the part of one Indemnified Party shall not preclude indemnification for the other Indemnified Parties.

(g) Right to Receive Notices. Mr. Esserman and any counsel retained by Mr. Esserman and approved by the Court shall be deemed members of the "Master Service List" for purposes of the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Docket No. 65] (the "Case Management Order").

(h) Termination of Appointment. Unless otherwise ordered by this Court or provided for in any confirmed plan of reorganization, Mr. Esserman's

appointment as Future Claimants' Representative will terminate upon the effective date of a plan of reorganization in this chapter 11 case or otherwise by written resignation or incapacity to serve.

18. The Debtor believes that the proposed terms of Mr. Esserman's employment are consistent with the terms typically approved by bankruptcy courts for such appointments. In addition, as noted above, the selection of the Future Claimants' Representative was made after consultation with the Asbestos Committee and is supported by the Asbestos Committee.

19. For all of the foregoing reasons, the Debtor submits that the appointment of Mr. Esserman as Future Claimants' Representative is in the best interests of the Debtor, its estate, the Future Claimants and all other parties in interest.

#### **Notice**

20. Consistent with the Case Management Order, notice of this Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the Asbestos Committee; (c) counsel to the Debtor's non-debtor affiliate, Georgia-Pacific LLC, a Delaware limited liability company; (d) the proposed Future Claimants Representative and his counsel; and (e) the other parties on the Service List established by the Case Management Order. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be provided.

#### **No Prior Request**

21. No prior request for the relief sought in this Motion has been made 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, granting (i) the relief requested herein and (ii) such other and further relief to the Debtor as the Court may deem proper.

Dated: February 1, 2018  
Charlotte, North Carolina

Respectfully submitted,

/s/ Garland S. Cassada  
Garland S. Cassada (NC Bar No. 12352)  
David M. Schilli (NC Bar No. 17989)  
Andrew W.J. Tarr (NC Bar No. 31827)  
ROBINSON, BRADSHAW & HINSON, P.A.  
101 North Tryon Street, Suite 1900  
Charlotte, North Carolina 28246  
Telephone: (704) 377-2536  
Facsimile: (704) 378-4000  
E-mail: gcassada@robinsonbradshaw.com  
dschilli@robinsonbradshaw.com  
atarr@robinsonbradshaw.com

Gregory M. Gordon (TX Bar No. 08435300)  
Daniel B. Prieto (TX Bar No. 24048744)  
JONES DAY  
2727 North Harwood Street, Suite 500  
Dallas, Texas 75201  
Telephone: (214) 220-3939  
Facsimile: (214) 969-5100  
E-mail: gmgordon@jonesday.com  
dbprieto@jonesday.com  
(Admitted *pro hac vice*)

Jeffrey B. Ellman (GA Bar No. 141828)  
Brad B. Erens (IL Bar No. 06206864)  
JONES DAY  
1420 Peachtree Street, N.E., Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 581-3939  
Facsimile: (404) 581-8330  
E-mail: jbellman@jonesday.com  
bberens@jonesday.com  
(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTOR AND  
DEBTOR IN POSSESSION

**EXHIBIT A**  
**TO THE MOTION**

STUTZMAN, BROMBERG, ESSEMAN & PLIFKA, A PROFESSIONAL CORPORATION  
 2323 BRYAN STREET, SUITE 2200  
 DALLAS, TEXAS 75201  
 EMAIL: esserman@sbep-law.com

**EDUCATION:**

1969 - 1973 DePauw University, B.A., 1973, cum laude in economics, Omicron Delta Epsilon honorary for economics, Gold Key Award recipient.

1973 - 1976 Southern Methodist University School of Law, J.D., 1976, student editor for *Human Rights Law Journal*, an ABA sponsored publication, Dean's List, "M" Award recipient.

**EMPLOYMENT:**

1976 - 1977 Law Clerk for the Honorable Nauman S. Scott, Chief Judge for the United States District Court for the Western District of Louisiana.

1977 - 1983 Associate and partner in Freytag, Marshall, LaForce, Rubinstein & Stutzman.

1984 - Present Partner, then Shareholder in Stutzman Bromberg Esserman & Plifka, A Professional Corporation.

1997 - Present President of Stutzman Bromberg Esserman & Plifka, A Professional Corporation.

1999 - Present Member of Adjunct Faculty at Southern Methodist University School of Law teaching Creditors' Rights and Advanced Bankruptcy.

**PROFESSIONAL****ACTIVITIES:**

Published numerous articles in the debtor-creditor area, including Creditor and Consumer Rights in 45 *Southwestern Law Journal* 1553 (1992), Annual Survey of Texas Law, and 46 *SMU Law Review* 1187 (1993). Contributing author in *Creditors' Rights Handbook*, a guide to the Debtor-Creditor Relationship, a Clark Boardman Callaghan Publication, Contributing Author in *Bankruptcy: Essential Legal and Business Strategies* (1991), co-author, *Course Materials for Advanced Bankruptcy* (2000), and co-author, *Collier Handbook for Trustees and Debtors In Possession (2001-2017 Editions)*, a Matthew Bender & Company publication, co-author, New York University Annual Survey of American Law: "The Case for Broad Access to 11 U.S.C. 524(g) in Light of the Third Circuit's Ongoing Business Requirement Dicta in Combustion Engineering" (2006).

Lecturer and panel member in numerous seminars on Bankruptcy, Mass Torts, Creditors Rights, Corporate Trust, and the Trust Indenture Act.

Past Chairman of the ABA Business Bankruptcy Section Subcommittee of Mass Tort and Environmental Claims.

Advisor to the ALI on Restatement of Torts: Economic Loss.

Southern Methodist University School of Law Executive Board (2009 - present).

Duke University School of Law Board of Visitors (2017 appointment).

**PROFESSIONAL****REPRESENTATIONS:**

My experience in financial reorganizations and disputes covers the waterfront, including legal representative for future claimants in asbestos cases ("FCR"), counsel to FCRs, lead counsel to debtors, secured creditors, trustees, indenture trustees, and various creditors' committees. I currently serve as FCR for NGC Settlement Trust and Asbestos Claims Management Corporation (2000), and subsequently for NGC Bodily Injury Trust. I have also served as counsel to the FCRs in National Gypsum Company (subsequently appointed FCR), General Motors (SDNY), and T H Agricultural and Nutrition (SDNY) while in Chapter 11 proceedings. I currently participate in an informal discussion group of FCRs, which meets quarterly to discuss open issues facing FCRs.

I have also served as counsel to various corporations including Commonwealth Oil Refining Co., Inc., also known as CORCO (debtor's counsel), Global Marine (indenture trustee counsel), Braniff Airways (secured and publicly traded bond committee counsel), The Consolidated Companies (committee counsel), Continental Airlines (indenture trustee counsel), Metro Airlines (debtor's counsel), Partners Oil Company (equity creditor committee counsel), MJDesigns, Inc. (debtor's counsel), Venturelink (debtor's counsel), Asarco Corporation (subsidiary committee counsel), Chrysler (special litigation counsel), and as special bankruptcy counsel to the MDLs in General Motors and the Takata airbag cases (TK Holdings, et al.). I am currently counsel to 15 mass tort trusts, mostly asbestos related, but also some silica and drywall trusts.

**EXHIBIT B**  
**TO THE MOTION**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re

BESTWALL LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 17-31795 (LTB)

**DECLARATION OF SANDER L. ESSERMAN**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Sander L. Esserman declares:

1. I submit this declaration in support of the *Motion of the Debtor for an Order Appointing Sander L. Esserman as Legal Representative for Future Asbestos Claimants* (the "Motion").<sup>2</sup>
2. My professional qualifications to serve as the legal representative for the Future Claimants (the "Future Claimants' Representative") are set forth in my *curriculum vitae*, attached to the Motion as Exhibit A.
3. As set forth in my *curriculum vitae*, I have broad experience in financial reorganizations and disputes, and have held significant roles in major bankruptcy cases across the country, including numerous mass tort and asbestos cases. In particular, I have more than 25 years of experience handling asbestos and mass tort related issues in various capacities, including by serving as a Future Claimants' Representative, acting as counsel to Future Claimants' Representatives and acting as counsel to mass tort trusts. I currently serve as

---

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.



the Future Claimants' Representative for the NGC Bodily Injury Trust. I have also served as counsel to Future Claimants' Representatives in the bankruptcy cases of National Gypsum Company (before being appointed as Future Claimants' Representative), General Motors and T H Agricultural and Nutrition, L.L.C. In addition, I currently participate in an informal discussion group of Future Claimants' Representatives, which meets quarterly to discuss open issues. I am currently counsel to 14 mass tort trusts, of which 13 are asbestos-related trusts and one is a silica trust.

4. Since January 10, 2018, at the request of the Debtor, to move the matter forward expeditiously, I have conducted certain due diligence. Accordingly, I respectfully submit that my appointment as the Future Claimants' Representative should be made effective as of January 10, 2018, and that I should be permitted to seek compensation for fees and expenses reasonably incurred from and after January 10, 2018.

5. For generally administrative matters, I may utilize the services of my firm, Stutzman, Bromberg, Esserman & Plifka ("Stutzman Bromberg"), subject to the terms of the Interim Compensation Order with respect to the payment of any of the firm's fees or the reimbursement of any of the firm's expenses. I will include the services provided by Stutzman Bromberg in my applications for payment, pursuant and subject to the orders and procedures of this Court.

6. The Debtor has provided me with a list of names (collectively, the "Interested Parties"), a copy of which is attached hereto as Exhibit 1, of individuals or institutions in the following categories:

- (a) the Debtor;
- (b) Equity Owner of Debtor;
- (c) the Debtor's Direct and Indirect Non-Debtor Subsidiaries;

- (d) Other Non-Debtor Affiliates;
- (e) Managers and Officers of the Debtor;
- (f) Major Current Business Affiliates of Debtor's Managers;
- (g) Depository and Disbursement Banks
- (h) Parties to Material Contracts, Unexpired Leases and License Agreements with the Debtor;
- (i) Significant Co-Defendants in Asbestos-Related Litigation;
- (j) Permitting/Licensing Authorities, Environmental Regulatory Agencies;
- (k) the Debtor's Retained Professionals and Claims Agent;
- (l) the Debtor's Significant Ordinary Course Professionals, Consultants and Service Providers;
- (m) Known Professionals for Certain Non-Debtor Parties in Interest;
- (n) Major Suppliers of Goods and Services;
- (o) Law Firms with the Most Significant Representations of Asbestos Claimants;
- (p) Parties in Non-Asbestos Litigation with the Debtor;
- (q) Insurers, Insurance Brokers and Third-Party Administrators;
- (r) Members of and Professionals for the Asbestos Committee;
- (s) Employees of the Bankruptcy Administrator's Office for the Western District of North Carolina; and
- (t) the Bankruptcy Judges for the Western District of North Carolina.

7. I have reviewed the list of Interested Parties. My firm has searched its conflicts database and prepared a summary of the results of the aforementioned searches, which is set forth below. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, my firm and I do not represent, and have not represented, any entity in matters related to this chapter 11 case. Other than in connection with

my appointment as Future Claimants' Representative in this chapter 11 case, my firm and I have no connection with any Interested Parties, other than as set forth below.

8. In the Motors Liquidation Company bankruptcy case, Stutzman Bromberg has an ongoing representation of the Lead Counsels for the MDL litigation as Co-Designated Counsel for the Ignition Switch Plaintiffs and Certain Non-Ignition Switch Plaintiffs in the Bankruptcy Court. Certain members of the Plaintiffs' Steering Committee in the MDL ignition switch litigation may represent other claimants with asbestos claims against the Debtor.

9. Stutzman Bromberg currently represents as bankruptcy counsel the Plaintiffs' Steering Committee, Plaintiffs' Personal Injury Track Lead Counsel, Plaintiffs' Economic Damages Track Co-Lead Counsel and the Chair Lead Counsel for the MDL plaintiffs and proposed classes (collectively, the "MDL Plaintiffs") in the MDL action against Takata Corporation and affiliates in *In re Takata Airbag Product Liability Litigation*, MDL No. 2599, 15-MD 2599-FAM, United States District Court, S.D. Fla., Miami Division. In particular, Stutzman Bromberg represents the interests of the MDL Plaintiffs in the pending bankruptcy cases of Takata Corporation and certain affiliates. A lawyer from Baron & Budd, P.C. is on the MDL Plaintiffs' Steering Committee. Certain members of that Steering Committee may represent other claimants with asbestos claims against the Debtor.

10. I also report that in past matters that have ended, Stutzman Bromberg has represented or been consulted by a number of asbestos law firms and other asbestos-related creditor groups in various asbestos-related bankruptcy proceedings around the country. Stutzman Bromberg represented these law firms in connection with various bankruptcy related legal issues, including discovery issues, insurance issues, confirmation issues, contested lift stay issues, proofs of claim, section 363 sales, plans of reorganization, fee issues and appellate work.

While many of these law firms may now represent clients who have or had claims against the Debtor, Stutzman Bromberg no longer represents these law firms in any current matter and does not represent and has not represented individual asbestos claimants in their capacity as asbestos claimants against asbestos defendants (including the Debtor) in the tort system.<sup>3</sup>

11. I also note that Stutzman Bromberg currently serves as general counsel to 13 trusts created pursuant to section 524(g) of the Bankruptcy Code, and one mass-tort silica trust. As general counsel to each of these trusts, Stutzman Bromberg provides various legal analysis and advice to assist the respective Trustees in fulfilling their fiduciary responsibilities.

12. Stutzman Bromberg has also represented the WCI Chinese Drywall Property Damage and Personal Injury Settlement Trust. At one point, a lawyer from Baron & Budd, P.C., who subsequently resigned from Baron & Budd, served on the advisory board of that WCI trust. The WCI trust was terminated in 2017, all its assets distributed and Stutzman Bromberg's representation ended.

13. Finally, I serve as the Legal Representative for Unknown Claimants of the NGC Bodily Injury Trust. Stutzman Bromberg serves as counsel to the Legal Representative for Unknown Claimants of the NGC Bodily Injury Trust.

14. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry based on the list of entities set forth on Exhibit 1, my firm and I do not hold or represent an interest adverse to the Debtor or its estate, and my firm and I are

---

<sup>3</sup> Some of the law firms that have been Stutzman Bromberg clients within the past three years include Provost Umphrey, Reaud Morgan Quinn, Baron & Budd, Peter G. Angelos firm, Brayton Purcell, Ryan A. Foster Law Firm, Hissey Kientz Herron, Lipman Law, the Shepard Law Firm, Weitz & Luxenberg PC, Thornton & Naumes and The Bogdan Law Firm. Again, Stutzman Bromberg no longer represents these law firms in any current matter.

each a "disinterested person," as defined in section 101(14) of the Bankruptcy Code, in that, except as set forth in this Declaration: (a) my firm and I have no connection with the Debtor, its creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator or any other party with an actual interest in this chapter 11 case or their respective attorneys or accountants; (b) my firm and I are not creditors, equity security holders or insiders of the Debtor; (c) my firm and I are not and were not, within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) my firm and I do not have an interest materially adverse to the Debtor, its estate or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with or interest in the Debtor, or for any other reason.

15. I have no agreement with any other entity to share with such entity any compensation received by me in connection with the Debtor's bankruptcy case, other than with respect to my law firm.

16. Except as set forth in the Motion and this Declaration, I have not received compensation in this case, nor has an agreement been made as to compensation to be paid.

17. I have agreed to charge a rate of \$810 per hour for calendar year 2018 for my incurred time, subject to periodic adjustment (generally annually) in the ordinary course of my business, plus reimbursement of actual, necessary and documented out-of-pocket expenses. I will file a supplement to this Declaration to reflect any changes in my billing rate, and any parties in interest will have 10 days to file a written objection to any such changes.

18. I have requested that, in addition to my compensation, the Debtor provide appropriate and acceptable liability insurance effective as of the date of my appointment as the Future Claimants' Representative (the "Future Claimants' Representative Liability

Insurance"). The Debtor has advised me that, as part of the Motion, it intends to seek this Court's authorization to both obtain Future Claimants' Representative Liability Insurance and pay the premiums for Future Claimants' Representative Liability Insurance.

19. I have reviewed the Interim Compensation Order, and I agree to comply with the provisions thereof and with any other orders that may be entered by the Court with respect to the compensation of professionals in this case.

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

Date: February 1, 2018

By: /s/ Sander L. Esserman  
Sander L. Esserman

**EXHIBIT 1**  
**TO THE DECLARATION**

**BESTWALL LLC**

**POTENTIALLY INTERESTED PARTIES**

**Debtor**

Bestwall LLC

**Equity Owner of Debtor**

Georgia-Pacific Holdings LLC

**Debtor's Direct and Indirect Non-Debtor Subsidiaries**

Blue Rapids Railway Company LLC  
GP Industrial Plasters LLC  
Industrial Plasters Canada ULC

**Other Non-Debtor Affiliates**

Attached hereto as Annex A.

**Managers and Officers of the Debtor**

Scott J. Gordon (Manager, Treasurer)  
Duane R. Hughes (Manager, President)  
Diana M. Knigge (Manager)  
J. Joel Mercer, Jr. (Chief Legal Officer, Secretary)  
Tyler Woolson (Chief Restructuring Officer and Vice President)  
Michele G. Wortmann (Chief Financial Officer)

**Major Current Business**

**Affiliations of Debtor's Managers**

Blue Rapids Railway Company LLC  
Georgia-Pacific Chemicals LLC  
Georgia-Pacific Chemical Sales LLC  
Georgia-Pacific Gypsum LLC  
Georgia-Pacific Treasury Corporation  
GP Gypsum LLC  
GP Industrial Plasters LLC  
Industrial Plasters Canada ULC

**Depository and Disbursement Banks**

Bank of America, N.A.

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

Counsel on Call LLC  
Georgia-Pacific Mt. Holly LLC  
Integreon Managed Solutions, Inc.  
PACE Claims Services LLC  
TRIALNET, Inc. d/b/a Acuity Management Solutions  
Troutman Sanders eMerge

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

Borg Warner Corporation  
CBS Corporation  
Certainteed Corporation  
Cleaver Brooks  
Crane Co.  
Crown Cork & Seal  
Flowserve Corporation  
Foster Wheeler Energy  
General Electric Company  
Goulds Pumps, Inc.  
Grinnell Corporation  
Honeywell International  
IMO Industries  
Ingersoll Rand  
John Crane Company  
Metropolitan Life Insurance Company  
Owens Illinois  
Pneumo Abex Corporation  
Trane Company  
Union Carbide Corporation



**Permitting/Licensing Authorities,  
Environmental Regulatory Agencies**

North Carolina Department of Environmental  
Quality  
United States Environmental Protection  
Agency

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

Bates White LLC  
Donlin, Recano and Company, Inc.  
Jones Day  
King & Spalding LLP  
Robinson, Bradshaw & Hinson, P.A.  
Schachter Harris LLP

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

Bailey Crowe Kugler & Arnold LLP  
Barclay Damon LLP  
Barnes & Thornburg LLP  
Burr & Forman LLP  
Downs Rachlin Martin PLLC  
Forman Watkins & Krutz LLP (Jackson, MS)  
Goehring, Rutter & Boehm  
HeplerBroom Law Firm  
Hodgson Russ LLP  
Kean Miller Hawthorne D'armond  
Mccowan & Jarman  
Lynch Daskal Emery LLP  
Manion Gaynor & Manning  
Marks, O'Neill, O'Brien, Doherty & Kelly PC  
Maron, Marvel, Bradley Anderson & Tardy  
LLC  
Meagher & Geer PLLP  
Miles & Stockbridge PC  
Napier Gault Schupbach & Moore PLC  
Nelson Mullins Riley & Scarborough LLP  
Perkins Coie LLP  
Sedgwick LLP  
Shapiro, Blasi, Wasserman & Hermann, P.A.  
Swanson Martin & Bell LLP

Tucker Ellis LLP  
Ulmer & Berne LLP  
Wheeler Trigg O'Donnell LLP  
Willcox & Savage,PC

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

Debevoise & Plimpton LLP

**Major Suppliers of Goods and Services**

Georgia-Pacific LLC, a Delaware Limited  
Liability Company  
Georgia-Pacific Building Products LLC

**Law Firms With the Most Significant  
Representations of Asbestos Claimants**

Law Offices of Peter G. Angelos PC  
Baron & Budd PC  
Belluck & Fox LLP  
Brayton Purcell LLP  
Cooney & Conway  
Early, Lucarelli, Sweeney & Meisenkothen  
LLC  
The Ferraro Law Firm PA  
Gori, Julian & Associates, PC  
Kazan, McClain, Satterley & Greenwood PLC  
Lanier Law Firm  
Levin Simes LLP  
Levy Konigsberg LLP  
Lipsitz & Ponterio LLC  
Maune Raichle Hartley French & Mudd LLC  
Motley Rice LLC  
Napoli Shkolnik PLLC  
Law Offices of Peter T. Nicholl  
O'Brien Law Firm PC  
Shrader & Associates, L.P.  
Simmons Hanly Conroy LLC  
Simon Greenstone Panatiere Bartlett PC  
SWMW Law LLC  
Waters & Kraus LLP  
Weitz & Luxenberg PC  
Law Offices of Paul A. Weykamp

**Parties in Non-Asbestos  
Litigation with the Debtor**

Ambassador Insurance Company, Inc.

**Insurers, Insurance Brokers  
and Third-Party Administrators**

Ambassador Insurance Company, Inc.  
Midland Insurance Company

**The Official Committee of  
Asbestos Claimants (the "ACC")**

Law Offices of Peter G. Angelos PC  
Bergman Draper Oslund  
Cooney & Conway  
Gori Julian & Associates, PC  
Kazan, McClain, Satterley & Greenwood,  
PLC  
Lanier Law Firm  
Maune Raichle Hartley French & Mudd LLC  
O'Brien Law Firm PC  
Shepard Law  
Weitz & Luxenberg PC

**Professionals Retained by the ACC**

Montgomery, McCracken, Walker  
& Rhoads, LLP  
Hamilton Stephens Steele + Martin  
JD Thompson Law  
Legal Analysis Systems, Inc.

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

Shelley Abel  
Katrina Adams  
Debbie Brown  
Ann Dornblazer  
Alexandria Kenny  
Sarah Scholz  
David Shepard  
Anne Whitley

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

Judge Laura T. Beyer [Charlotte]  
Judge George Hodges [Asheville]  
Judge J. Craig Whitley [Charlotte]

**Annex A**  
**Non-Debtor Affiliated Entities<sup>1</sup>**

A&AT GmbH	Eaglehill Capital Partners L.P.
A&AT LLC	EFT Analytics Inc.
A&AT UK Limited	EFT Control Systems Limited
Alabama River Cellulose LLC	El Morro Corrugated Box Company LLC
Arbor Property and Casualty Limited	Emit Technology Co., Ltd.
Arch Properties Company, LLC	Encadria Staffing Solutions LLC
Arteva Holdings GmbH	Engineered Glass Products, L.L.C.
Arteva Services S.à r.l.	Facilities & Real Estate Solutions, Inc.
Beaverhead Capital, LLC	FCT electronic GmbH
Big Blue Holdings, Inc.	FCT, US L.L.C.
Blue Rapids Railway Company LLC	FHR Biofuels & Ingredients, LLC
BRS Packaging Corporation	FHR Canada Holding, LLC
Brunswick Cellulose LLC	Flamar Cavi Elettrici S.r.l.
Buckeye Equity Holdings LLC	Flint Hills Resources Alaska, LLC
Buckeye Technologies Canada Inc.	Flint Hills Resources Arthur, LLC
Buckeye Technologies LLC	Flint Hills Resources Asia, Limited
Cardell, LLC	Flint Hills Resources Biodiesel Operations, LLC
Chase Pipe Line Company, LLC	Flint Hills Resources Camilla, LLC
Chentronics, LLC	Flint Hills Resources Canada, LP
Cherry Creek Investments, LLC	Flint Hills Resources Canada, ULC
CKF Events, LLC	Flint Hills Resources Central Texas, LLC
CKI Events, LLC	Flint Hills Resources Corpus Christi, LLC
ColPM Strategic Partners, L.P.	Flint Hills Resources Fairbank, LLC
Consolidated Glass & Mirror Trucking, LLC	Flint Hills Resources Fairmont, LLC
Consolidated Glass & Mirror, LLC	Flint Hills Resources Grain, LLC
Corporate Jet Leasing Company, LLC	Flint Hills Resources Houston Chemical, LLC
Custom Glass Solutions Millbury, LLC	Flint Hills Resources Iowa Falls, LLC
Custom Glass Solutions Service Parts, LLC	Flint Hills Resources Joliet, LLC
Custom Glass Solutions Upper Sandusky, LLC	Flint Hills Resources Longview, LLC
Custom Glass Solutions, LLC	Flint Hills Resources Menlo, LLC
CVI Shipping Opportunities Fund A LP	Flint Hills Resources Mexico, S. de R.L. de C.V.
Deerfield MLX Holdings, Inc.	Flint Hills Resources Peru, LLC
Deerfield Partners, B.V.	Flint Hills Resources Pine Bend, LLC
Demeter Analytics Holdings, LLC	Flint Hills Resources Port Arthur, LLC
Demeter Analytics Services, LLC	Flint Hills Resources Sàrl
Digital Roadmap LLC	Flint Hills Resources Shakopee, LLC
Dixie Consumer Products LLC	Flint Hills Resources Shell Rock, LLC
Dongguan Molex Interconnect Co., Ltd.	Flint Hills Resources, LC
Duonix Beatrice, LP	Flint Hills Resources, LLC
Duonix, LLC	Flint Hills Resources, LP

Foley Cellulose LLC  
Fort James International Holdings LLC  
Fort James LLC  
Gardner Lewis Merger Arbitrage Fund,  
L.P.  
Georgia Pacific Resinas Uruguay S.R.L.  
Georgia-Pacific Asia, Inc.  
Georgia-Pacific Bleached Board LLC  
Georgia-Pacific Brewton LLC  
Georgia-Pacific Building Products LLC  
Georgia-Pacific Canada Consumer  
Products LP  
Georgia-Pacific Canada LP  
Georgia-Pacific Cedar Springs LLC  
Georgia-Pacific Cellulose (Shanghai)  
Trading Co., Ltd.  
Georgia-Pacific Chemical Sales LLC  
Georgia-Pacific Chemicals LLC  
Georgia-Pacific Childcare Center, LLC  
Georgia-Pacific Consumer Operations  
LLC  
Georgia-Pacific Consumer Products  
(Camas) LLC  
Georgia-Pacific Consumer Products  
(Northwest) LLC  
Georgia-Pacific Consumer Products LP  
Georgia-Pacific Containerboard LLC  
Georgia-Pacific Corrugated IV LLC  
Georgia-Pacific Corrugated LLC  
Georgia-Pacific Corrugated V LLC  
Georgia-Pacific Crossett LLC  
Georgia-Pacific Equity Holdings LLC  
Georgia-Pacific Financial Management  
LLC  
Georgia-Pacific Foreign Holdings, Inc.  
Georgia-Pacific GmbH Holdings, LLC  
Georgia-Pacific Gypsum LLC  
Georgia-Pacific Holdings, LLC  
Georgia-Pacific Innovation LLC  
Georgia-Pacific Kraft LLC  
Georgia-Pacific LLC, a Delaware Limited  
Liability Company  
Georgia-Pacific Monticello LLC  
Georgia-Pacific Mt. Holly LLC  
Georgia-Pacific Nonwovens LLC  
Georgia-Pacific Panel Products LLC

Georgia-Pacific Resinas Limitada  
Georgia-Pacific St Marys LLC  
Georgia-Pacific Steinfurt GmbH  
Georgia-Pacific Toledo LLC  
Georgia-Pacific Trading (Shanghai) Co.  
Ltd.  
Georgia-Pacific Treasury Corporation  
Georgia-Pacific W&FS (MS) LLC  
Georgia-Pacific Warehouse Holdings LLC  
Georgia-Pacific West LLC  
Georgia-Pacific WFS LLC  
Georgia-Pacific Wood Products LLC  
Georgia-Pacific Wood Products South  
LLC  
GNN Investor LLC  
GP Big Island, LLC  
GP Building Products Operations LLC  
GP Building Products Services LLC  
GP Cellulose America Marketing, LLC  
GP Cellulose Asia Marketing (HK)  
Limited  
GP Cellulose GmbH  
GP Cellulose International Marketing SRL  
GP Cellulose Operations LLC  
GP Cellulose, LLC  
GP Center Holdings LLC  
GP Chemicals Equity LLC  
GP Consumer Products Group LLC  
GP Consumer Products Holdings LLC  
GP Consumer Products Operations LLC  
GP Containerboard Operations LLC  
GP Corrugated LLC  
GP Financial Holdings LLC  
GP Global Finance Holdings LLC  
GP Gypsum Equity LLC  
GP Gypsum LLC  
GP Harmon Holdings LLC  
GP Harmon Recycling LLC  
GP Harmon Recycling Plant Operations  
LLC  
GP Industrial Plasters LLC  
GP IP Holdings LLC  
GP IRB Investments LLC  
GP Leasing Corporation  
G-P Maine LLC  
GP North Woods LP

GP Packaging and Cellulose Operations  
LLC  
GP Packaging and Sales LLC  
GP Wood Products LLC  
GPBP Equity Holdings LLC  
GPBP Equity Investor I LLC  
GPBP Equity Investor II LLC  
GPBP Equity Investor III LLC  
GPBP Equity Investor IV LLC  
GPBP Equity Investor V LLC  
GPBP Equity Investor VI LLC  
GPBP Equity Investor VII LLC  
GPBP Financial Holdings LLC  
GPCon/GP LLC  
GPCP Equity Holdings LLC  
GPCP Equity Investor I LLC  
GPCP Equity Investor II LLC  
GPCP Equity Investor III LLC  
GPCP Equity Investor IV LLC  
GPCP Equity Investor V LLC  
GPCP Financial Holdings LLC  
GPCP IP Holdings LLC  
GPFM Holdings LLC  
GPPC Equity Holdings LLC  
GPPC Equity Investor I LLC  
GPPC Equity Investor II LLC  
GPPC Equity Investor III LLC  
GPPC Equity Investor IV LLC  
GPPC Financial Holdings LLC  
Guardian Autoglas GmbH  
Guardian Automotive Corporation  
Guardian Building Products, Inc.  
Guardian Caribe, Limitada  
Guardian Czestochowa Sp.z.o.o.  
Guardian de Argentina S.R.L.  
Guardian de Colombia S.A.S.  
Guardian do Brasil Vidros Planos Ltda.  
Guardian Egypt - Egyptian Glass S.A.E.  
Guardian Energy Exploration Corp.  
Guardian Energy Management Corp.  
Guardian Flachglas GmbH  
Guardian Glass Peru S.R.L.  
Guardian IG, LLC  
Guardian Industries Corp. Ltd.  
Guardian Industries Distribution Center,  
Inc.

Guardian Industries Navarra S.L.  
Guardian Industries Rayong Co., Ltd.  
Guardian Industries U.K. Limited  
Guardian Industries VP, S. de R.L. de C.V.  
Guardian Industries, LLC  
Guardian Japan Ltd.  
Guardian Llodio Uno, S.L.  
Guardian Luxguard I S.a.r.l.  
Guardian Luxguard II S.a.r.l.  
Guardian Oroshaza Limited Liability  
Company  
Guardian Steklo Rostov LLC  
Guardian Steklo Ryazan LLC  
Guardian VIG, LLC  
Hamworthy Combustion Engineering Co.  
Ltd.  
Hamworthy Combustion Engineering  
Limited  
Harmon Associates ULC  
i360, LLC  
i360-Global, LLC  
Innovative Integration, LLC  
Interconnect Systems, LLC  
INV AGH Limited  
INV IPS Equity I LLC  
INV IPS Equity II LLC  
INV NYLON SINGAPORE PTE. LTD.  
INVISTA (Australia) Pty Limited  
INVISTA (Canada) Company  
INVISTA (Deutschland) GmbH  
INVISTA (France) SAS  
INVISTA (Hong Kong) Limited  
INVISTA (International) Sàrl  
INVISTA (Korea) Ltd.  
INVISTA (Nederland) B.V.  
INVISTA (Singapore) Pte. Ltd.  
INVISTA (Taiwan) Limited  
INVISTA (Thailand) Limited  
INVISTA Argentina S.R.L.  
INVISTA Ashburn Hill LLC  
INVISTA Colombia S.A.  
INVISTA Fibers & Intermediates Iberica,  
S.L.  
INVISTA Fibers (Foshan) Company  
Limited

INVISTA Fibers (Shanghai) Company Limited  
INVISTA Fibers Company Limited  
INVISTA Fibras e Polímeros Brasil Ltda.  
INVISTA Italia S.r.l.  
INVISTA Japan LLC  
INVISTA Management (Shanghai) Company Limited  
INVISTA North America S.à r.l.  
INVISTA Nylon Chemicals (China) Co., Ltd.  
INVISTA Polimeros Ltda.  
INVISTA Polyester B.V.  
INVISTA Products SA  
INVISTA Resins & Fibers GmbH  
INVISTA S.à r.l.  
INVISTA Sales & Services (Shanghai) Company Limited  
INVISTA Singapore Fibres Pte. Ltd.  
INVISTA Specialty Fibers (Shanghai) Co. Ltd.  
INVISTA Synthetic Fiber (Shanghai) Co. Ltd.  
INVISTA Textiles (U.K.) Limited  
INVISTA Textiles (U.K.) Trustee Company Limited  
INVISTA Textiles Germany GmbH  
INVISTA Textiles U.K. Limited  
INVISTA Trading (Shanghai) Company Limited  
John Zink Company, LLC  
John Zink Hamworthy Combustion S.r.l.  
John Zink International Luxembourg S.à.r.l.  
John Zink KEU GmbH  
Jones Loop Road LLC  
KA Special K, L.P.  
KAR Hotel Holdings LLC  
KAR Hotel Owner LLC  
KAR Venture LLC  
Kayne Real Estate Debt Partners I, L.P.  
Kayne Real Estate Debt Partners III, L.P.  
Kayne Real Estate Debt Partners V, LP  
KBX Logistics, LLC  
KBX Materials BioFuels, LLC  
KBX Materials Northern Tier, LLC  
KBX Materials Southern Tier, LLC  
KBX Materials, LLC  
KBX, LLC  
KCBX Terminals Company  
KF Financial Assets, Ltd.  
KF Financial Investments, Ltd.  
KFA Equity Holdings II, LLC  
KFA Equity Holdings, LLC  
KFA Holdings, LP  
KFA Investments, LLC  
KFAPL Sub, Inc.  
KG Process Innovations s.r.o.  
KGGP, LLC  
KH Investment Birmingham, LLC  
KH Investment Cape Coral, LLC  
KH Investment Union Dallas, LLC  
KM Superior Terminals, Inc.  
Koch AG & Energy Solutions, LLC  
Koch Agronomic Services, LLC  
Koch Alaska Pipeline Company, LLC  
Koch Asia-Pacific G.K.  
Koch Australia Pty Limited  
Koch Biological Solutions, LLC  
Koch Business Holdings, LLC  
Koch Business Solutions - Asia Pacific Pte. Ltd.  
Koch Business Solutions - Europe S.à r.l.  
Koch Business Solutions, LP  
Koch Canada Energy Services, LP  
Koch Canada Real Estate and Properties, LLC  
Koch Capital Investments Company, LLC  
Koch Carbon (UK) Limited  
Koch Carbon Belgium BVBA  
Koch Carbon, LLC  
Koch Chemical Technology Group India Pvt. Ltd.  
Koch Chemical Technology Group Limited  
Koch Chemical Technology Group S.L.  
Koch Chemical Technology Group Saudi Arabia Limited  
Koch Chemical Technology Group Singapore Pte. Ltd.  
Koch Chemical Technology Group, S. de R.L. de C.V.

Koch Chemtech (Shanghai) Trading Limited  
Koch Commodities Europe Limited  
Koch Companies Public Sector, LLC  
Koch Companies Services, LLC  
Koch CTG Middle East FZE  
Koch CTG S.à r.l., Russian Branch  
Koch Energy Services, LLC  
Koch Equity Development LLC  
Koch Exploration Canada, L.P.  
Koch Exploration Company, LLC  
Koch Fertiliser Australia Pty Ltd  
Koch Fertilizantes do Brasil Ltda.  
Koch Fertilizer (Beijing) Co., Ltd.  
Koch Fertilizer Asia Private Ltd.  
Koch Fertilizer Beatrice, LLC  
Koch Fertilizer Canada, ULC  
Koch Fertilizer Dodge City, LLC  
Koch Fertilizer Enid, LLC  
Koch Fertilizer Ft. Dodge, LLC  
Koch Fertilizer International Limited  
Koch Fertilizer Products SAS  
Koch Fertilizer Trading Sàrl  
Koch Fertilizer Trading Sàrl Sucursal Uruguay  
Koch Fertilizer, LLC  
Koch Financial Company, LLC  
Koch Global Capital, LLC  
Koch Global Partners, LLC  
Koch Heat Transfer Canada LP  
Koch Heat Transfer Company, LP  
Koch Industries, Inc.  
Koch International B.V.  
Koch International SAS  
Koch International Shared Services, L.P.  
KOCH KNIGHT LLC MERKEZİ AMERİKA İSTANBUL MERKEZ ŞUBESİ  
Koch Knight, LLC  
Koch Knight, LLC (Chile)  
Koch Knight, LLC, a Dominican Republic Branch  
Koch Logistics, LLC  
Koch Marine, LLC  
Koch Membrane Systems, Inc.  
Koch Metals Trading Limited  
Koch Methanol, LLC  
Koch Midstream Services Company, LLC  
Koch Minerals Colombia S.A.S.  
Koch Minerals Products (Beijing) Co., Ltd.  
Koch Minerals, LLC  
Koch Nitrogen International Sàrl  
Koch Nitrogen International Sàrl, a Cayman Islands Branch  
Koch Nitrogen Shipping, Ltd.  
Koch Oil Sands Operating ULC  
Koch Performance Roads, Inc.  
Koch Pipeline Company, L.P.  
Koch Pipeline Company, LLC  
Koch Pipeline Services, LLC  
Koch Properties Company, L.P.  
Koch Properties UK Limited  
Koch Pulp & Paper Trading, LLC  
Koch Rail, LLC  
Koch Real Estate Investments, LLC  
Koch Redwood Investments, LLC  
Koch Refining International Pte. Ltd.  
Koch Remediation & Environmental Services, LLC  
Koch Renewable Resources, LLC  
Koch Resources, LLC  
Koch RP Holdings I, LLC  
Koch Shared Services, LLC  
Koch Shipping Pte. Ltd.  
Koch Specialty Plant Services, LLC  
Koch Sulfur Products Company, LLC  
Koch Supply & Trading Sàrl  
Koch Supply & Trading, LP  
Koch Technology and Optimization, LLC  
Koch Tecnologia Química Ltda.  
Koch-Glitsch BVBA  
Koch-Glitsch Canada LP  
Koch-Glitsch France - Division of Koch International SAS  
Koch-Glitsch Italia S.r.l.  
Koch-Glitsch Korea Ltd.  
Koch-Glitsch, LP  
KOMSA Sàrl  
KPL Northern States, LLC  
KSISH Investments, LLC  
Leaf River Cellulose, LLC  
Leaf River Forest Products LLC

Lumberton Cellulose LLC  
Market-Based Management, LLC  
Marsco Glass Products, L.L.C.  
Matador Cattle Company, LLC  
Matador Security Company NY, LLC  
Matador Security Company, Inc.  
MBM Center, Inc.  
Memphis Cellulose LLC  
Mesa PDC, L.L.C.  
Milford Redevelopment LLC  
Minnesota Pipe Line Company, LLC  
Molex (China) Investment Co., Ltd.  
Molex (India) Private Limited  
Molex (Malaysia) Sdn. Bhd.  
Molex Canada Ltd.  
Molex Connected Enterprise Solutions Pty.  
Ltd.  
Molex Connected Enterprise Solutions sp  
z o.o  
Molex de Mexico, S.A. de C.V.  
Molex Electronic Technologies, LLC  
Molex Elektronik GmbH  
Molex Hong Kong/China Limited  
Molex Integrated Products Philippines, Inc.  
Molex Interconnect (Chengdu) Co., Ltd.  
Molex Interconnect (Shanghai) Co., Ltd.  
Molex Interconnect GmbH  
Molex Japan LLC  
Molex Korea Ltd.  
Molex Singapore Pte. Ltd.  
Molex Sp. z.o.o.  
Molex Taiwan Ltd.  
Molex Trading (Shanghai) Limited  
Molex Vietnam Co., Ltd.  
Molex, LLC  
Molex, S.A. de C.V.  
Moscow Camden and San Augustine  
Railroad LLC  
Nallatech Limited  
Nallatech, LLC  
Nekoosa Papers Inc.  
Nylmex, S. de R.L. de C.V.  
Old Augusta Railroad, LLC  
Oplink China Business Trust  
Oplink Communications US Division,  
LLC  
Oplink Communications, LLC  
Optimized Process Designs, LLC  
P.Y. Group, Inc.  
PAX Corrugated Products, Inc.  
Performance Roads Design, Inc.  
Phoenix Athletic Club LLC  
Pilar Singapore Pte. Ltd.  
Preferred Returns G/P, LLC  
Pro-Tek Medical Limited  
Radcliffe Unlevered Ultra Short Duration  
Fund, L.P.  
Radial Insight, LLC  
Reliable Container Corporation  
Reliable Container de Mexico, S.A. de  
C.V.  
Reliable Packaging de Mexico, S.A. de  
C.V.  
Reliable Packaging Products, Inc.  
Resinas Concordia S.R.L.  
SDP Telecom (Suzhou) Co. Ltd.  
Sea Breeze Communication Company  
SLF IV Lending Co-Investment, L.P.  
Spandler Bros Limited  
SPG Holdings LLC  
Spring Creek Capital, LLC  
SRG Global (Suzhou) Co., Ltd.  
SRG Global (XiaoGan) Co. Ltd.  
SRG Global Boleslawiec Sp. z o.o.  
SRG Global Coatings, Inc.  
SRG Global IBI, S.L.  
SRG Global Liria, S.L.  
SRG Global Mexico S. de R.L. de C.V.  
SRG Global Trim, Inc.  
TDE, K.K.  
The Invironmentalists, LLC  
Tomahawk Land Company LLC  
Treated Lumber LLC  
Trident Private Holdings III, LLC  
Truck-Lite Co., LLC  
Valenciana De Suministros Y Contratas  
Industriales S.L.  
W.J. Reid (Fertilisers) Limited  
WC Pipeline Co., L.L.C.  
Web Media, LLC  
Woodhead Industries, LLC  
XRS Mobility LLC



Zhuhai FTZ Oplink Communications, Inc.

**EXHIBIT C**  
**TO THE MOTION**

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

In re

BESTWALL LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 17-31795 (LTB)

**ORDER APPOINTING SANDER L. ESSERMAN  
AS LEGAL REPRESENTATIVE FOR FUTURE ASBESTOS CLAIMANTS**

This matter coming before the Court on the *Motion of the Debtor for an Order Appointing Sander L. Esserman as Legal Representative for Future Asbestos Claimants* (the "Motion"),<sup>2</sup> filed by the Debtor; the Court having reviewed the Motion and the Esserman Declaration attached thereto as Exhibit B and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and (c) notice of the Motion and

---

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

the Hearing was sufficient under the circumstances and no other or further notice is or shall be required; and the Court having determined that the legal and factual bases set forth in the Motion and the Esserman Declaration and at the Hearing establish good and sufficient cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to sections 105(a) and 524(g)(4)(B)(i) of the Bankruptcy Code, Sander L. Esserman is hereby appointed as the Future Claimants' Representative in this chapter 11 case, effective as of January 10, 2018, for the purpose of protecting the rights of the Future Claimants on the terms and conditions set forth herein.
3. Sander L. Esserman in his role as the Future Claimants' Representative shall have standing under sections 524(g)(4)(B)(i) and 1109(b) of the Bankruptcy Code to be heard as a party in interest in all matters relating to the Debtor's chapter 11 case and shall have such powers and duties of a committee as set forth in section 1103 of the Bankruptcy Code as are appropriate for a Future Claimants' Representative.
4. Sander L. Esserman in his role as the Future Claimants' Representative may employ attorneys and other professionals consistent with sections 327 and 1103 of the Bankruptcy Code, subject to prior approval of this Court, and such attorneys and other professionals shall be subject to the terms of the Interim Compensation Order. However, for generally administrative matters, Mr. Esserman may utilize the services of his firm, Stutzman, Bromberg, Esserman & Plifka ("Stutzman Bromberg"), without further court approval but subject to the terms of the Interim Compensation Order with respect to the payment of any of the firm's fees or the reimbursement of any of the firm's expenses. Mr. Esserman shall include

the services provided by Stutzman Bromberg in his applications for payment, pursuant and subject to the orders and procedures of this Court.

5. Compensation, including professional fees and reimbursement of actual and necessary expenses incurred since the Petition Date, shall be payable to Sander L. Esserman and his professionals from the Debtor's estate, as appropriate, subject to approval of this Court, and in accordance with the terms, conditions and procedures set forth in the Interim Compensation Order. Mr. Esserman in his role as the Future Claimants' Representative shall be compensated at the rate of \$810 per hour subject to periodic adjustment (generally annually) in the ordinary course of his business, plus reimbursement of actual, reasonable and documented out-of-pocket expenses. Mr. Esserman shall file a supplement to the Esserman Declaration to reflect any changes in his billing rate, and any parties in interest shall have 10 days to file a written objection to any such changes, with any such unresolved objections to be determined by this Court.

6. The Debtor shall indemnify and defend and hold harmless Mr. Esserman, his partners, associates, principals, employees and professionals (collectively, the "Indemnified Parties") from and against any losses, claims, damages or liabilities (or actions in respect thereof) to which any Indemnified Party may become subject as a result of or in connection with Mr. Esserman's rendering services hereunder, unless and until it is finally judicially determined that such losses, claims, damages or liabilities were caused by gross negligence, willful misconduct, bad faith or fraud on the part of one or more of the Indemnified Parties in performing their obligations. Any such indemnification shall be an allowed administrative expense under section 503(b) of the Bankruptcy Code and shall be paid upon application to and approval of this Court. For the avoidance of doubt, gross negligence, willful misconduct, bad

faith or fraud on the part of one Indemnified Party shall not preclude indemnification for the other Indemnified Parties.

7. The Debtor and Mr. Esserman are authorized to obtain the Future Claimants' Representative Liability Insurance, the cost of which shall be paid directly by the Debtor, without further Court approval.

8. Mr. Esserman and any counsel retained by Mr. Esserman in his role as Future Claimants' Representative and approved by the Court shall be deemed members of the "Master Service List" for purposes of the Case Management Order.

9. Unless otherwise ordered by this Court or as provided for in any confirmed plan of reorganization, Mr. Esserman's appointment as Future Claimants' Representative shall terminate upon the effective date of a plan of reorganization in this chapter 11 case or otherwise by written resignation or incapacity to serve.

10. This Court shall retain exclusive jurisdiction to interpret, enforce and implement the terms and provisions of this Order and to resolve any disputes arising hereunder.

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