

HEARING DATE AND TIME: MAY 15, 2019 AT 2:00 P.M. (EASTERN TIME)
OBJECTION DEADLINE DATE AND TIME: MAY 8, 2019 AT 5:00 P.M. (EASTERN TIME)

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
MIAMI METALS I, INC., <i>et al.</i> ¹)	Case No. 18-13359 (shl)
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE OF HEARING ON DEBTORS' MOTION
FOR APPROVAL OF FOURTH OMNIBUS MOTION FOR APPROVAL OF
SETTLEMENTS WITH CUSTOMERS PURSUANT
TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019**

PLEASE TAKE NOTICE that a hearing on *Debtors' Motion for Approval of Fourth Omnibus Motion for Approval of Settlement with Customers Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion"), will be held before the Honorable Sean H. Lane,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Miami Metals I, Inc. (f/k/a Republic Metals Refining Corporation), 15 West 47th Street, Suites 206 and 209, New York, NY 10036 (3194); Miami Metals II, Inc. (f/k/a Republic Metals Corporation), 12900 NW 38th Avenue, Miami, FL 33054 (4378); Miami Metals III LLC (f/k/a Republic Carbon Company), 5295 Northwest 163rd Street, Miami Gardens, FL 33014 (5833); Miami Metals IV LLC (f/k/a J & L Republic LLC), 12900 NW 38th Avenue, Miami, FL 33054 (7604); Miami Metals V LLC (f/k/a R & R Metals, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (7848); Miami Metals VI (f/k/a RMC Diamonds, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Miami Metals VII (f/k/a RMC2, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (4696); Miami Metals VIII (f/k/a Republic High Tech Metals, LLC), 13001 NW 38 Avenue, Miami, FL 33054 (6102), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Republic Metals Trading (Shanghai) Co., Ltd., 276 Ningbo Road, Huangpu District, Shanghai, P.R. 200001 China (1639); and Republic Trans Mexico Metals, S.R.L., Francisco I. Madero No. 55 Piso 5, Local 409, Centro Joyero Edificio Central, Delegación Cuauhtémoc, Mexico DF 6000 (2942).

United States Bankruptcy Judge, in Room 701 of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), One Bowling Green, New York, New York 10004, on **May 15, 2019 at 2:00 p.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion (the “**Objections**”) must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and shall be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (b) the Chambers of the Honorable Sean H. Lane (“**Chambers**”), United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (c) the Debtors, c/o Republic Metals Refining Corporation, (Attn: Scott Avila); (d) the attorneys for the Debtors, Akerman LLP, 2001 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn: John Mitchell, Esq.) and 98 Southeast Seventh Street, Suite 1100, Miami, FL 3313 (Attn: Andrea S. Hartley, Esq. and Katherine C. Fackler, Esq.); (e) the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”), U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Shannon Scott, Esq.); (f) the attorneys for the Creditors’ Committee, if a committee is formed; (g) counsel to any other statutory committee appointed in the Chapter 11 Cases, and (h) all entities that requested notice in these chapter 11 cases under Fed. R. Bankr. P. 2002 so as to be received no later than **May 8, 2019 at 5:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard.

Dated: April 10, 2019

AKERMAN LLP

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Counsel for Debtors and Debtors-in-Possession

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
MIAMI METALS I, INC., <i>et al.</i> ¹)	Case No. 18-13359 (shl)
)	
Debtors.)	(Jointly Administered)

**DEBTORS' MOTION FOR APPROVAL OF FOURTH OMNIBUS MOTION FOR
APPROVAL OF SETTLEMENTS WITH CUSTOMERS PURSUANT
TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019**

Miami Metals I, Inc., *et al.*, as debtors and debtors-in-possession (collectively the "Debtors") in the above-captioned Chapter 11 cases (the "Chapter 11 Cases"), by and through their undersigned counsel, hereby file this Fourth Omnibus Motion for Approval of Settlement Terms with BGASC, LLC ("BGASC"), Cornerstone Capital Investments Inc., ("Cornerstone")

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Miami Metals I, Inc. (f/k/a Republic Metals Refining Corporation), 15 West 47th Street, Suites 206 and 209, New York, NY 10036 (3194); Miami Metals II, Inc. (f/k/a Republic Metals Corporation), 12900 NW 38th Avenue, Miami, FL 33054 (4378); Miami Metals III LLC (f/k/a Republic Carbon Company), 5295 Northwest 163rd Street, Miami Gardens, FL 33014 (5833); Miami Metals IV LLC (f/k/a J & L Republic LLC), 12900 NW 38th Avenue, Miami, FL 33054 (7604); Miami Metals V LLC (f/k/a R & R Metals, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (7848); Miami Metals VI (f/k/a RMC Diamonds, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Miami Metals VII (f/k/a RMC2, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (4696); Miami Metals VIII (f/k/a Republic High Tech Metals, LLC), 13001 NW 38 Avenue, Miami, FL 33054 (6102), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Republic Metals Trading (Shanghai) Co., Ltd., 276 Ningbo Road, Huangpu District, Shanghai, P.R. 200001 China (1639); and Republic Trans Mexico Metals, S.R.L., Francisco I. Madero No. 55 Piso 5, Local 409, Centro Joyero Edificio Central, Delegación Cuauhtémoc, Mexico DF 6000 (2942).

and Pyropure Inc., d/b/a Pyromet ("Pyromet"). In support of this Motion, the Debtors state as follows:

JURISDICTION

1. The United States Bankruptcy Court for the Southern District of New York (the "Court") has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are section 105(a) of the Bankruptcy Code, and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

BACKGROUND

4. On November 2, 2018, the Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), initiating these Chapter 11 Cases. On November 21, 2018, certain additional debtors (collectively with the Debtors, the "Debtors") filed voluntary petitions for relief under the Bankruptcy Code, initiating their Chapter 11 Cases.

5. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1109. On November 19, 2018, the United States Trustee gave notice of the appointment of an Official Committee of Unsecured Creditors (the "Committee") [Docket No. 113].

6. Additional details regarding these Chapter 11 Cases are available in the Declaration of Scott Avila, as Chief Restructuring Officer (the "CRO"), in Support of Chapter 11 Petitions and First Day Motions [Docket No. 2].

7. Coöperatieve Rabobank U.A., New York Branch, Brown Brothers Harriman & Co., Bank Hapoalim B.M., Mitsubishi International Corporation, ICBC Standard Bank PLC, Techemet Metal Trading LLC, Woodforest National Bank and Bank Leumi USA (collectively, the “Senior Lenders”) are each party to a credit agreement, master netting agreement or lease agreement with the Debtors entered into prior to the Petition Date.

8. The Senior Lenders assert a lien over all assets of the Debtors, which assets are further subject to the Prepetition Liens and adequate protection liens. Customers dispute this.

9. Since the commencement of these related cases, the Debtors have sold almost all of their physical assets in the ordinary and outside the ordinary course of business.

10. On February 21, 2019, the Bankruptcy Court entered an *Order (a) Approving Sale of Substantially All of Debtors’ Assets “Free and Clear” of All Liens, Claims, Encumbrances, and Other Interests, (b) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (c) Granting Related Relief* [ECF No. 658] to Asahi Holdings, Inc. (“Asahi”).

11. The sale to Asahi, which included the Debtors' refining operations, closed on March 7, 2019. Thus, the Debtors no longer have the ability to process and refine materials.

12. The Debtors are leasing vault space from Asahi through April 30, 2019 for storing any remaining metals. The Debtors intend to complete the liquidation of all of the other goods currently located in the leased vault by the end of April, which include metals at issue in the settlements addressed by this Motion.

13. The terms of the settlements with each of the customers are as set forth below and there shall not be any other written settlement agreement between the parties.

RELIEF REQUESTED

14. Through this Motion, with the agreement of the Customers, the Debtors request approval of the following settlements with the Customers (together the "Settlement Terms"):

- (a) **BGASC LLC ("BGASC"):** Prior to the Filing Date, BGASC asserts that it prepaid \$155,704.00 for the purchase of metals from Debtor Miami Metals II (formerly known as Republic Metals Corporation). BGASC is listed as a Prepaid Customer on Exhibit A to the *Motion to Sell Property of the Estate Free and Clear of all Liens, Claims, and Encumbrances Pursuant to 11 U.S.C. §363* [Docket No. 219] (the "Prepaid Customer Motion").

Settlement: Debtor Miami Metals II shall make a onetime payment to BGASC of \$15,570.40 (the "Settlement Payment") within three (3) business days from the approval of the settlement. The Settlement Payment shall be drawn from the Debtors' DIP account where the proceeds from the sale of prepaid product were placed. BGASC, upon receipt of the Settlement Payment, shall immediately withdraw its Customer Statement [Docket No. 591]. BGASC, upon receipt of the Settlement Payment, waives, releases, and otherwise agrees not to assert an ownership interest in regards to the metals at issue in its Customer Statement. BGASC shall have an allowed general unsecured against Miami Metals II in the amount of \$140,133.6 (the "BGASC Allowed Claim"). BGASC shall be responsible for filing a proof of claim in the Miami Metals II bankruptcy case. The BGASC Allowed Claim shall be subject to disallowance under section 502(d) of the Bankruptcy Code.

- (b) **Cornerstone Capital Investments Inc., ("Cornerstone"):** The Debtors previously settled with Cornerstone by entering into a Settlement Agreement pursuant to the Court's authority granted by the *Order Granting (i) Debtor's Motion to Sell Property of the Estate Free and Clear of All Liens, Claims, and Encumbrances Pursuant to 11 U.S.C. §363 and (ii) Authority to Settle and Com-promise Pursuant to Rule 9019* [Docket No. 372]. Pursuant to the Settlement Agreement, Debtor Miami Metals II agreed to return \$74,218 of prepaid packaged metal and Cornerstone would retain a general unsecured claim of \$69,500.20 subject to disallowance under Section 502(d) of the Bankruptcy Code. Upon inspection of its vault, Debtor Miami Metals II only had \$21,995 worth of segregated metal to return to Cornerstone and shipped those metals Cornerstone. The Debtors aver that the parties made a mutual mistake in regards to the settlement agreement.

Settlement: Cornerstone and Debtor Miami Metals II agree to modify their Settlement Agreement as follows: 1) Cornerstone shall retain the \$21,995 worth of packaged metal previously delivered; 2) Cornerstone

shall retain a general unsecured claim of \$69,500.20 subject to disallowance under Section 502(d) of the Bankruptcy Code; 3) The dispute between Cornerstone and Debtor Miami Metals II as to the additional \$53,223 not returned pursuant to the original Settlement Agreement will be determined through the procedures instituted in the Court's Order Approving Uniform Procedures for Resolution of Ownership Disputes [Docket No. 395]; and 4) Cornerstone will be permitted to file a late Customer Claim, Rule 26 disclosures, supporting documents, and thereafter be allowed to participate with other Customers pursuant to the Court's uniform ownership dispute procedures.

(c) **Pyropure Inc., d/b/a Pyromet ("Pyromet")**: The Debtors previously settled with Pyromet pursuant to the Settlement Terms approved by the Court in the Order Granting Second Omnibus Motion for Approval of Settlements with Customers Pursuant to Federal Rules of Bankruptcy Procedure 9019 and 9006 [Docket No. 695]. Pursuant to the original Settlement Terms Pyromet asserted a total claim of approximately \$1.9 million against Debtor Miami Metals II, which claim was composed of the following:

(i) \$1,388,660.35 of raw materials (732.352 oz of gold, 26,357.727 oz of silver, and 1.651 oz palladium) sent by Pyromet to the Debtors to process that Pyromet alleges the Debtors did not pay for and which were subsequently processed and sold by the Debtors.

(ii) A pool account balance with Debtor Miami Metals II of \$300,656.31 in favor of Pyromet comprised of 214.055 oz. of gold, 2,354.353 oz of silver, .347 oz. of platinum, and 9.671 oz. of palladium.

(iii) \$127,742.27 worth of metal that Pyromet claims it sold to Debtor Republic Metals II.

(iv) \$110,000 worth of silver bars (7,000 oz. of silver) stamped with Pyromet's trademark and packaged for shipment currently in the possession of Debtor Republic Metals II.

(v) \$7,000 of raw materials sent by Pyromet to the Debtors that were never processed and are currently in the possession of the Debtors.

Following the approval of the original settlement, the parties have determined that the amounts at issue in the original settlement and therefore the terms of the original settlement have to be modified as agreed by the Debtors and Pyromet in this Motion. The following are the changes to the components of Pyromet's claim:

(i) Based on the 732.352 oz of gold, 26,357.727 oz of silver, and 1.651 oz palladium sent by Pyromet to the Debtors to process, Pyromet's claim in regards to these metals is adjusted downward from \$1,388,660.35 to \$1,292,680.89.

(ii) Based on the 214.055 oz. of gold, 2,354.353 oz of silver, .347 oz. of platinum, and 9.671 oz. in Pyromet's pool account with Debtor Miami Metals II, Pyromet's claim in regards to its pool account claim is adjusted upward from \$300,656.31 to \$309,649.67.

(iii) The amount of metals sold by Pyromet to the Debtors is adjusted downward from \$127,742.27 to \$116,961.03.

(iv) Based on the 7,000 oz. of silver bars stamped with Pyromet's trademark and packaged for shipment, Pyromet's claim in regards to these metals is adjusted downward from \$110,000 to \$103,145.00. This material was shipped to Pyromet pursuant to the original settlement agreement and it is currently in Pyromet's possession.

(v) The amount of raw materials sent by Pyromet to the Debtors that were never processed and are currently in the possession of the Debtors is adjusted upward from \$7,000 to \$52,977.15.

Settlement: The following are the new Settlement Terms between Debtor Miami Metals II and Pyromet based on the changes above.

(i) Debtor Miami Metals II shall release and ship, at Pyromet's sole expense, the silver bars and raw materials worth approximately \$156,122.15 comprised of: 1) 7,000 ounces of silver bars stamped with Pyromet's trademark and packaged for shipment currently in the possession of Debtor Miami Metals II and 2) 40.531 ounces of gold and 205.825 ounces of silver sent by Pyromet to Debtor Miami Metals II that were never processed and are currently in the possession of Debtor Miami Metals II, to the extent these materials have not been shipped pursuant to the original settlement agreement. To the extent these materials have already been shipped to Pyromet, Pyromet is entitled to keep those materials. To the extent the Court does not approve this settlement and materials have been or will be shipped to Pyromet pursuant to this settlement, Pyromet shall return those materials to the Debtors at the Debtors' expense.

(ii) Pyromet shall disclaim any interest and rights to: 1) Pyromet's pool account balance with Debtor Miami Metals II of

approximately \$309,649.67 and 2) as to the \$116,961.03 worth of metal that Pyromet claims it sold to Debtor Miami Metals II and for which Pyromet claims Debtor Miami Metals II did not pay for.

(iii) Pyromet shall have an allowed general unsecured claim against Debtor Miami Metals II in the amount of \$426,610.70, (composed of the \$309,649.67 pool balance and the \$116,961.03 metals that Debtor Miami Metals II did not pay for) which claim shall be subject to disallowance under Section 502(d) of the Bankruptcy Code.

(iv) All parties will reserve their rights in regards to Pyromet's remaining claim for the other raw material allegedly sent to Republic which totals \$1,239,703.74. This claim will be resolved pursuant to the customer litigation protocol instituted by the Court in its Order Approving Uniform Procedures for Resolution of Ownership Disputes [Docket No. 432].

15. Nothing contained herein shall be construed as a release in favor of the Customers from any one of the Debtors and/or their bankruptcy estates of any claims including without limitation, any claims arising under Chapter 5 of the Bankruptcy Code. Customers reserve all of its rights and defenses with respect to any claim that may be asserted by the Debtors or their estates.

BASIS FOR RELIEF REQUESTED

16. Bankruptcy Rule 9019 provides that, upon the motion of the debtor-in-possession, "after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). Section 105(a) of the Bankruptcy Code authorizes the Court to enter any order "that is necessary or appropriate to carry out the provisions of" the Bankruptcy Code. 11 U.S.C. § 105(a).

17. A court must determine that a settlement under Bankruptcy Rule 9019 is fair, equitable, and in the best interests of the estate before it may approve a settlement. *In re Drexel Burnham Lambert Grp., Inc.*, 134 B.R. 493, 496 (Bankr. S.D.N.Y. 1991) (citing *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424, 88

S.Ct. 1157, 20 L.Ed.2d 1 (1968)); *see also In re Chemtura Corp.*, 439 B.R. 561, 593–94 (Bankr. S.D.N.Y. 2010); *In re Lehman Bros. Holdings*, 435 B.R. 122, 134 (S.D.N.Y. 2010).

18. A court’s responsibility is to “canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness.” *Chemtura*, 439 B.R. at 594 (quoting *In re W.T. Grant, Co.*, 699 F.2d 599, 608 (2d Cir.1983)) (internal quotations omitted). But the court is not required to go so far as to conduct a trial on the terms to approve a settlement. *See id.* Before making a determination, however, the court must inform itself of “all facts necessary for an intelligent and objective opinion of the probabilities of ultimate success should the claim be litigated.” *O’Connell v. Packles (In re Hilsen)*, 404 B.R. 58, 70 (Bankr. E.D.N.Y. 2009) (internal quotations omitted) (quoting *TMT Trailer Ferry*, 390 U.S. at 424, 88 S.Ct. 1157). Although courts have discretion to approve settlements, the business judgment of the debtor in recommending the settlement should be factored into the court’s analysis. *See JP Morgan Chase Bank, N.A. v. Charter Commc’ns Operating LLC (In re Charter Commc’ns)*, 419 B.R. 221, 252 (Bankr. S.D.N.Y. 2009). “At the same time, a court may not simply defer to a debtor in possession’s judgment, but must independently evaluate the reasonableness of the settlement.” *In re Rosenberg*, 419 B.R. 532, 536 (Bankr. E.D.N.Y. 2009) (citations omitted). In addition, courts may give weight to the opinion of bankruptcy counsel supporting the settlement. *See id.* (“In [approving the settlement agreement], the court is permitted to rely upon ‘opinions of the trustee, the parties, and their attorneys.’”); *Chemtura*, 439 B.R. at 594.

19. To that end, courts have developed standards to evaluate if a settlement is fair and equitable and identified factors for approval of settlements based on the original framework announced in *TMT Trailer Ferry, Inc.*, 390 U.S. 414, 88 S.Ct. 1157, 20 L.Ed.2d 1 (1968). The Second Circuit outlined the test for consideration of settlements under the Bankruptcy Rules

in *Iridium Operating LLC*, 478 F.3d at 462. The factors to be considered are interrelated and require the court to evaluate:

- (1) the balance between the litigation's possibility of success and the settlement's future benefits;
- (2) the likelihood of complex and protracted litigation, "with its attendant expense, inconvenience, and delay," including the difficulty in collecting on the judgment;
- (3) "the paramount interests of the creditors," including each affected class's relative benefits "and the degree to which creditors either do not object to or affirmatively support the proposed settlement;"
- (4) whether other parties in interest support the settlement;
- (5) the "competency and experience of counsel" supporting, and "[t]he experience and knowledge of the bankruptcy court judge" reviewing, the settlement;
- (6) "the nature and breadth of releases to be obtained by officers and directors;" and
- (7) "the extent to which the settlement is the product of arm's length bargaining."

Id.

20. The factors militate in favor of approving the Settlement Terms with the Customers.

21. Without this settlement between BGASC and Debtor Miami Metals II, the estate would have to incur costs in litigating in regards to BGASC's Customer Statement. The interests of the creditors are served by the reduction of administrative expenses.

22. In regards to the changes to the Settlement Agreement between Cornerstone and Debtor Miami Metals II, the Settlement Terms which the Debtors are seeking to approve pursuant to this Motion channel the dispute between Cornerstone and the Debtors in regards to the Settlement Agreement into the Court's already established ownership procedures, which reduce the cost of a separate proceeding. The modifications to the Settlement Terms also reduce the amounts at issue in the dispute between the parties. Additionally, without the Settlement Terms, the original Settlement Agreement between the parties would have been impossible to consummate.

23. In regards to the changes to the Settlement Terms previously approved by the Court between Pyromet and Debtor Miami Metals II, the amended Settlement Terms accurately reflect the factual basis of the dispute between the parties, which in turn necessitated changes to the Settlement Terms as requested in this Motion. Additionally, without the Settlement Terms, the original settlement agreement between the parties would have been impossible to consummate.

24. Sophisticated counsel represents the Debtors. Pyromet and Cornerstone are represented by sophisticated counsel. BGASC, although not represented by counsel, is represented by its president and CEO, Gwilym McGrew.

25. The Settlement Terms are the result of arm's length bargaining and the product of voluntary and independent negotiations among the Customers and the Debtors. No special relationships among the parties exist. Upon information and belief, neither the parties, nor their counsel, are related or affiliates of the other.

26. The Settlement Terms are in the best interest of the Debtors' estates, creditors and interested parties. The uncertainty and risk of litigation is avoided together with the attendant administrative expenses. Professionals are freed up for other tasks in these related Chapter 11 cases.

27. The Debtors submit that the Settlement Terms represent a sound and good faith exercise of the business judgment of the Debtors and Scott Avila, in his capacity as CRO. In exercising his business judgment, Mr. Avila reviewed the Settlement Terms, considered the amounts involved, and weighed the benefits against the risk of litigation.

28. Accordingly, the Debtors respectfully request the Court approve this Motion and the Settlement Terms.

NO PREVIOUS REQUEST

29. No prior motion for the relief requested herein has been made by the Debtors to this or any other court.

NOTICE

30. The Debtors have provided notice of this Motion to: (i) the Office of the U.S. Trustee for the Southern District of New York; (ii) counsel to the Debtors' Senior Lenders; (iii) the parties listed in the consolidated list of thirty (30) largest unsecured creditors filed by the Debtors in these Chapter 11 Cases; (iv) counsel to the Official Committee of Unsecured Creditors; (v) parties settling disputes pursuant to this Motion; and (vi) any other party entitled to notice pursuant to Local Rule 9013-1(b) (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

CONCLUSION

WHEREFORE, for the reasons set forth above, the Debtors respectfully request the Court enter the Approval Order substantially in the form attached hereto as **Exhibit A** (i) approving the Settlement Terms, and (ii) granting such other and further relief as requested herein or as the Court otherwise deems necessary and appropriate.

[SIGNATURE PAGE TO FOLLOW]

Dated: April 10, 2019

AKERMAN LLP

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Counsel for Debtors and Debtors-in-Possession

EXHIBIT A

PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
MIAMI METALS I, INC., <i>et al.</i> ¹)	Case No. 18-13359 (shl)
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Debtors.)	(Jointly Administered)
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**ORDER GRANTING FOURTH OMNIBUS MOTION FOR
APPROVAL OF SETTLEMENTS WITH CUSTOMERS PURSUANT
TO FEDERAL RULES OF BANKRUPTCY PROCEDURE 9019**

Upon the motion (the "Motion")² [**Doc. No. ____**] of Miami Metals I, Inc., *et al.*, as debtors and debtors-in-possession (collectively the "Debtors") in the above-captioned Chapter 11 cases (the "Chapter 11 Cases"), for entry of an Order approving the Settlement Terms by and among the Debtor Miami Metals II and BGASC, LLC ("BGASC"), Cornerstone Capital Investments Inc., ("Cornerstone") and Pyropure Inc., d/b/a Pyromet ("Pyromet"), pursuant to Federal Rule of Bankruptcy Procedure 9019 (the "Bankruptcy Rules"); and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that notice of the Motion as set forth therein is sufficient under the circumstances, and that no other or further notice need be

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Miami Metals I, Inc. (f/k/a Republic Metals Refining Corporation), 15 West 47th Street, Suites 206 and 209, New York, NY 10036 (3194); Miami Metals II, Inc. (f/k/a Republic Metals Corporation), 12900 NW 38th Avenue, Miami, FL 33054 (4378); Miami Metals III LLC (f/k/a Republic Carbon Company), 5295 Northwest 163rd Street, Miami Gardens, FL 33014 (5833); Miami Metals IV LLC (f/k/a J & L Republic LLC), 12900 NW 38th Avenue, Miami, FL 33054 (7604); Miami Metals V LLC (f/k/a R & R Metals, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (7848); Miami Metals VI (f/k/a RMC Diamonds, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Miami Metals VII (f/k/a RMC2, LLC), 12900 NW 38th Avenue, Miami, FL 33054 (4696); Miami Metals VIII (f/k/a Republic High Tech Metals, LLC), 13001 NW 38 Avenue, Miami, FL 33054 (6102), 12900 NW 38th Avenue, Miami, FL 33054 (1507); Republic Metals Trading (Shanghai) Co., Ltd., 276 Ningbo Road, Huangpu District, Shanghai, P.R. 200001 China (1639); and Republic Trans Mexico Metals, S.R.L., Francisco I. Madero No. 55 Piso 5, Local 409, Centro Joyero Edificio Central, Delegación Cuauhtémoc, Mexico DF 6000 (2942).

² All capitalized terms not defined herein shall have the definitions set forth in the Motion.

provided; and it further appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, creditors, and other parties-in-interest; and the Court having determined that the proposed Settlement Terms as set forth and defined in the Motion fall above the lowest point in the range of reasonableness; and upon all of the proceedings had before the Court; and after due deliberation and cause appearing;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to Bankruptcy Rule 9019 and 11 U.S.C. § 105(a), the Settlement Terms are approved and are fully enforceable in all respects.
3. The Settlement Terms are incorporated in this Order.
4. Debtor Miami Metals II, BGASC, Cornerstone, and Pyromet shall comply with all terms of the approved Settlement Terms.
5. Notwithstanding the possible applicability of Bankruptcy Rules 6004(a) and 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and the requirements of Bankruptcy Rules 6004(a) and 6004(h) are hereby waived.
6. Debtor Miami Metals II, BGASC, Cornerstone, and Pyromet are hereby authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the Settlement Terms and the terms of this Order.
7. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation and/or interpretation of this Order.

8. This Order shall be effective immediately upon entry by the Court.

Dated: New York, New York
May __, 2019

PROPOSED

HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE