

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re:)	
)	In Proceeding Under Chapter 11
BRIGGS & STRATTON,)	Honorable Barry S. Schermer
CORPORATION, <i>et al.</i> ,)	
)	Case No. 20-43597-399
Debtors.)	(Jointly Administered)

**APPLICATION FOR ALLOWANCE AND PAYMENT OF
ADMINISTRATIVE EXPENSE PURSUANT TO 11 U.S.C. §503(b)(9)**

COMES NOW, R & R Technologies, LLC (“R & R”), by and through its undersigned counsel, and for its Application for Allowance and Payment of Administrative Expense Pursuant to 11 U.S.C. §503(b)(9) (the “Application”), state to this Honorable Court as follows:

I. JURISDICTION AND VENUE

1. On July 20, 2020 (the "Petition Date"), Briggs & Stratton Corporation and several of its affiliates filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code (the "Code") in the United States Bankruptcy Court for the Eastern District of Missouri (the “Court”). The cases are being jointly administered under the above-captioned case number pursuant to this Court’s Order of July 21, 2020 [Doc. #117].

2. This Court has jurisdiction over these proceedings and this Motion pursuant to 28 U.S.C. §§157 and 1334, 11 U.S.C. §105, 363, 502, 503, 1107, 1108, Rule 81- 9.01(B)(1) of the Local Rules for the United States District Court for the Eastern District of Missouri and Rule 4001 of the Federal Rules of Bankruptcy Procedure. Venue is proper in this Court pursuant to 28 U.S.C. §1408(1) and 28 U.S.C. §1409(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (B), (M), and (O).



II. ARGUMENT

3. R & R has supplied certain rotational molding parts for nozzle repairs to Briggs & Stratton Corporation, et. al. (“**Debtors**”). These products are necessary for Debtors’ manufacturing operations. Although Debtors have represented to R & R that continued supply of the foregoing property is critical to Debtors’ ability to continue their manufacturing operations, Debtors have not designated R & R as a “critical vendor” pursuant to the authority and discretion granted them by the Court under its orders of July 22, 2020 [Doc. #145] and August 20, 2020 [Doc. #534] granting on an interim basis, Debtors’ motion to approve certain ordinary course operations and payment of critical vendors [Doc. #30].

4. Prior to the Petition Date, R & R both sold and delivered to Debtor Billy Goat Industries, Inc. certain rotational molding parts for nozzle repairs in the ordinary course of the parties’ business relationship. Debtors used these moldings in the ordinary course of Debtors’ manufacturing operations. The value of the foregoing goods is summarized on Declaration of Dennis Cox attached hereto as **Exhibit A**, which is incorporated herein and which shows that during the twenty (20) days prior to the Petition Date, Debtor received \$10,109.00 in goods from R & R. The invoices for said amounts remain unpaid.

5. Pursuant to 11 U.S.C. §503(a) an entity may request payment of an administrative expense. Pursuant to 11 U.S.C. §503(b)(9) the value of goods received by a debtor within 20 days before the date of the commencement of a case and sold in the ordinary course of the debtor’s business shall be allowed as an administrative expense.

6. This Application is timely in that the Court has not set a deadline for the filing of applications for administrative expenses or for allowance and payment of claims under 11 U.S.C. §503(b)(9). To the extent that administrative expense claimants are governed by the Order (I) Establishing Deadlines for Filing Proofs of Claim and Procedures Related Thereto and (II)

Approving Form and Manner of Notice Thereof entered on August 24, 2020 [Doc. #564] this Application is timely.

WHEREFORE, R & R Technologies, LLC respectfully prays that, pursuant to 11 U.S.C. §§503(a), (b)(9), and 105, this Honorable Court: (a) allow R & R an administrative expense claim in the amount of \$10,109.00; (b) direct Debtors to tender payment of said claims within ten (10) days after the entry of an order allowing said claims; and (c) grant R & R such additional and further relief as is just and proper.

LEWIS RICE LLC

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ATTORNEYS FOR MOVANT

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing document was filed electronically on this 19th day of March, 2021, with the United States Bankruptcy Court for the Eastern District of Missouri, and shall be served on the parties in interest via email by the Court pursuant to CM/ECF as set out on the Notice of Electronic Filing as issued by the Court.

/s/Michael P. Gaughan
Michael P. Gaughan, 93625

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DECLARATION OF DENNIS COX

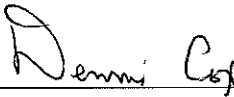
Dennis Cox, being duly sworn, declares as follows:

1. I am a resident of the state of Indiana and am over the age of 18.
2. I am a Member of R & R Technologies, LLC (“R & R”).
3. I make this declaration based upon the books and records of R & R.
4. I am familiar with the facts and circumstances set forth in the Declaration and, if called upon, I can testify to the facts and circumstances described in this Declaration which are true and accurate to the best of my knowledge, information and belief. R & R manufactures and sells rotational plastic molding to Billy Goat Industries, Inc., which Debtor then uses to manufacture products for its customers.
5. As of July 20, 2020 (the “Petition Date”), R & R was owed \$30,594.54 for goods sold to Debtor, of which \$10,109.00 was delivered to Debtor in the twenty (20) days before the commencement of the Chapter 11 proceedings.
6. The foregoing \$10,109.00 amount (the “503(b)(9) Claim”) are set out in additional detail in the attached summary. No part of the 503(b)(9) Claim has been paid and the full amount remains due and owing, fully credit having been given for all returns, disputes, etc. (if any).

7. After the commencement of these proceedings, Debtor has repeatedly informed R & R that it is a "critical vendor" or "strategic vendor" but has declined to treat R & R as such. Debtor has taken the position that any agreements, blanket purchase orders, or other relationships between Debtor and its affiliates and R & R are not executory contracts such that said agreements are not capable of assumption and assignment.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 19, 2021



Dennis Cox