JONES DAY
C. Lee Wilson
Anna Kordas
250 Vesey Street
New York, New York 10281
Telephone: (212) 326-3939

- and –

Bruce Bennett (admitted *pro hac vice*)
Joshua M. Mester (admitted *pro hac vice*)
James O. Johnston (admitted *pro hac vice*)
555 S. Flower St., 50th Floor
Los Angeles, CA 90071
Telephone: (213) 489-3939

Counsel for Certain Shareholders of Garrett Motion Inc.

MILBANK LLP
Dennis F. Dunne
Matthew L. Brod
Andrew C. Harmeyer
55 Hudson Yards
New York, NY 10003
Tel: (212) 530-5000

- and -

Andrew M. Leblanc
Samir L. Vora (admitted *pro hac vice*)
1850 K Street, NW, Suite 1100
Washington, DC US 20006
Tel: (202) 835-7500

Counsel to Centerbridge Partners, L.P. and Oaktree Capital Management, L.P.

KIRKLAND & ELLIS LLP
Nicole L. Greenblatt, P.C.
William E. Arnault (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800

Craig S. Primis, P.C.
Ronald K. Anguas, Jr. (admitted *pro hac vice*)
1301 Pennsylvania Avenue, NW
Washington, DC 20004
Telephone: (202) 389-5000

- and -

Mark McKane, P.C. (admitted *pro hac vice*)
555 California Street
San Francisco, California 94104
Telephone: (415) 439-1400

Counsel to Honeywell International Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re GARRETT MOTION INC. *et al.*,[1] Debtors.	Chapter 11 Case No. 20-12212 (MEW) Jointly Administered

PLAN INVESTORS' OMNIBUS REPLY TO OBJECTIONS TO DEBTORS' MOTIONS FOR ORDERS (A) AUTHORIZING DEBTORS TO ENTER INTO AND PERFORM UNDER PLAN SUPPORT AGREEMENT AND EQUITY BACKSTOP COMMITMENT AGREEMENT AND (B) APPROVING DISCLOSURE STATEMENT

[1] The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of Debtors in these chapter 11 cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their respective federal tax identification numbers is not provided herein. Such information may be obtained on the website of the Debtors' claims and noticing agent at http://www.kccllc.net/garrettmotion. The Debtors' corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

Cases

Centerbridge Partners, L.P., Oaktree Capital Management, L.P., Honeywell International Inc., and certain additional shareholders[2] (collectively, the "Plan Investors")[3] hereby (i) submit this omnibus reply (the "Reply") to the objections to the (a) *Debtors' Motion for an Order (I) Authorizing the Debtors to Enter into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related Relief* [Dkt. No. 783] (the "PSA Motion") and (b) *Debtors' Motion for Entry of an Order (I) Approving the Disclosure Statement; (II) Establishing a Voting Record Date; (III) Approving Solicitation Packages and Solicitation Procedures; (IV) Approving the Forms of Ballots; (V) Establishing Voting and Tabulation Procedures; (VI) Establishing Notice and Objection Procedures for the Confirmation of the Plan and (VII) Approving the Rights Offering Procedures and the Rights Offering Materials* [Dkt. No. 714] (the "Disclosure Statement Motion" and, together with the PSA Motion, the "Motions")[4] and (ii) join in the Debtors' reply to the Objections (the "Debtors' Reply"). In support of this Reply and the relief sought in the Motions, the Plan Investors respectfully state as follows:

---

[2] These shareholders (the "Shareholders") are identified in the *Third Amended Verified Statement of Jones Day Pursuant to Federal Rule of Bankruptcy Procedure 2019* [Dkt. No. 658]. The Shareholders are acting in their individual capacities but authorized the filing of this single submission for the purpose of administrative efficiency. Each Shareholder is expressing its independent views, and counsel does not have the actual or apparent authority to obligate any Shareholder to act in concert with any other entity with respect to the Debtors' equity securities.

[3] None of the Plan Investors have agreed to act in concert with respect to their respective interests in GMI, except and solely as provided in the Plan Support Agreement, dated January 11, 2021, referred to in substantially contemporaneous filings with the U.S. Securities and Exchange Commission (the "Plan Support Agreement").

[4] These objections are (i) *Objection of the Official Committee of Equity Securities Holders to the Debtors' Motion for an Order (I) Authorizing the Debtors to Enter Into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related Relief* [Dkt. No. 879] (the "PSA Objection"); (ii) *Objection of the Official Committee of Equity Securities Holders to Approval of Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Dkt. No. 878] (the "Disclosure Statement Objection"); and (iii) *Objection of the United States Trustee to Debtors' Motion for Order (I) Authorizing the Debtors to Enter Into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related Relief* [Dkt. No. 867] (the "UST Objection" and, together with all of the foregoing, the "Objections").

PRELIMINARY STATEMENT

1. The Plan Support Agreement and the Equity Backstop Commitment Agreement[5] (together, the "Agreements") represent significant progress in these cases, laying the foundation for a consensual Plan that has garnered comprehensive support across the Debtors' capital structure. The Agreements will enable the Debtors to implement the value-maximizing transactions discussed in detail in the Disclosure Statement, including the investment of more than $1.25 billion in fully committed new equity capital.

2. If confirmed and consummated, the Plan will maximize the Debtors' going-concern value, avoid protracted and costly litigation over the Honeywell claims and other matters, and provide the reorganized Debtors with the liquidity they require to be well-positioned for success. The Plan, facilitated by the Agreements, represents the only viable path for the Debtors to emerge from bankruptcy. Yet, notwithstanding overwhelming support, the Official Committee of Equity Security Holders (the "Equity Committee"), whose members hold 3% of the public equity, has objected to the Disclosure Statement and the Agreements in an effort to deprive stakeholders of the right to even consider the Plan. This effort is clearly without merit.

3. At its core, the Equity Committee's objections can be summarized as follows: the Agreements and the Plan collectively siphon value from existing shareholders to the Plan Investors and simultaneously unfairly discriminates among existing shareholders through the proposed Plan treatment. Neither argument holds water or compels denial of the very real benefits afforded by the Agreements to all stakeholders, including and especially the Debtors' shareholders. Several

5 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the PSA Motion or Disclosure Statement Motion, as applicable.

facts reinforce why approving the Debtors' entry into the Agreements and approval of the Disclosure Statement are the best next steps for these cases:

- ***First***, the Debtors' entry into the Agreements was not a decision made lightly or spuriously. The value of the Debtors' business was subject to an extensive marketing test spanning over a year and which was subject to Court-approved bidding procedures, and the highest cash offer for the business through that marketing process was reflected in the Plan Investors' proposal, as determined by the Debtors' non-conflicted boards of directors. That marketing process is the relevant test of value available to be distributed to the Debtors' stakeholders today.

- ***Second***, the Plan Investors' bid and now the Plan results in significant recoveries to shareholders and a meaningful choice: cash out at $6.25 per share or receive new equity in the reorganized equity with the opportunity to invest alongside the Plan Investors. This is not "unfair discrimination" in any manner contemplated by the Bankruptcy Code's cram down requirements. Rather, it is a buffet of options for a (likely accepting) class of public shareholders who are junior to the impaired class comprised of Honeywell's asserted multibillion dollar claims.

- ***Third***, the Plan Support Agreement and the Plan consensually and finally resolves all litigation with Honeywell, enabling a consensual reorganization and allowing the Debtors to provide recoveries to equity holders through Honeywell's consent to its treatment and payment of its claims through an instrument with a 9-year term rather than all at once, without the need to resort to litigation regarding the size of Honeywell's claims or its plan treatment.

- ***Fourth***, the Honeywell treatment is not available under the Equity Committee's proposed plan alternative because Honeywell will not vote in favor of that plan. The Equity Committee jumps to the conclusion that Honeywell should accept similar treatment in any proposal but fails to address the question of what Honeywell is entitled to under the Bankruptcy Code. Section 1129(b)(2) of the Bankruptcy Code answers that question: Honeywell is entitled to property of a value equal to the allowed amount of its claims or there can be no recovery to any junior class. In other words, there can be no non-consensual cram up of Honeywell for the benefit of ensuring some subset of equity holders obtain a greater co-investment right. That is antithetical to the fair and equitable requirements of the Bankruptcy Code.

In sum, there are extensive benefits afforded by the Agreements that the Debtors have properly determined in their business judgment should be locked in for the benefit of all stakeholders and in the interest of putting these cases on an expedited path to exit. The Equity Committee's efforts to thwart this significant progress for the mere hope of prosecuting a clearly non-confirmable plan should not be sanctioned — it is neither in the best interests of these estates or judicial economy.

4. The Equity Committee's other arguments similarly can be rejected. The Equity Committee's contention that the Plan Support Agreement constitutes a *sub rosa* plan is unavailing because the contemplated transactions are expressly conditioned on confirmation of the Plan. Similarly, the Equity Committee's arguments regarding the confirmability of the Plan are both premature and wrong. The Equity Committee will have a full and fair opportunity to contest confirmation at the appropriate time, and those issues are not a reason to delay these cases at this time.

5. Finally, the objection of the Equity Committee and the United States Trustee (the "U.S. Trustee") to the reimbursement of fees and expenses under the Agreements fails as a matter of law. Neither objector credibly disputes that reimbursement is a key inducement for critical commitments to the Plan, and the financing on which the Plan is based. The Debtors' agreement to reimburse the fees and expenses of the parties who have made those commitments clearly is within their sound business judgment. The U.S. Trustee argues only that reimbursement is limited to those who have made a "substantial contribution" under section 503(b) of the Bankruptcy Code. This contention is premised on a misreading of the Bankruptcy Code and contradicts the vast weight of authority, including multiple decisions within this District.

6. For all of these reasons, the Plan Investors respectfully request that this Court overrule the Objections and grant the relief sought in the Motions.

REPLY

A. The Debtors' Entry Into The Plan Support Agreement Constitutes Sound Business Judgment.

7. Section 363(b) of the Bankruptcy Code provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Applying section 363(b), courts in this District consistently approve a debtor's entry into postpetition restructuring support and backstop financing agreements where supported by sound business judgment. *See, e.g., In re Stearns Holdings, LLC*, 607 B.R. 781, 792–93 (Bankr. S.D.N.Y. 2019) (noting the court approved debtors' decision to "enter into the RSA (and the payment of the professional fees as a component of the RSA) as a sound exercise of the Debtors' business judgment"); *In re SunEdison, Inc.*, No. 16-10992 (SMB) (S.D.N.Y. June 6, 2017) [Dkt. No. 3283] (approving entry into backstop commitment letter and equity commitment agreement based on debtors' business judgment); *In re Residential Capital, LLC*, No. 12-12020 (MG), 2013 WL 3286198, at *20 (Bankr. S.D.N.Y. June 27, 2013) (same); *In re Terrestar Networks Inc.*, No. 10-15446 (SHL) [Dkt. No. 315] (Bankr. S.D.N.Y. Dec. 22, 2010) (same).

8. Once a debtor articulates a sound business justification for a proposed transaction, a presumption arises that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (internal citation omitted). In general, "[c]ourts will uphold the board's decisions as long as they are attributable to any rational business purpose." *Id*. (internal quotation marks omitted). This business judgment rule applies when the following elements are present: "(i) a business decision, (ii) disinterestedness, (iii) due care, (iv)

good faith, and (v) according to some courts and commentators, no abuse of discretion or waste of corporate assets." *Residential Capital, LLC*, 2013 WL 3286198, at *19. Each of these elements is present here.

9. *First*, as set forth in the PSA Motion, the Debtors have established sound business justifications for entering into the Plan Support Agreement.[6] The Plan Support Agreement provides a path for the Debtors to emerge from bankruptcy successfully and expeditiously, while avoiding the costs and risks associated with litigation and an extended stay in bankruptcy. The Plan Support Agreement provides for the settlement of critical disputes, which would have required significant time and expenditures of tens of millions of dollars to litigate. And it cements a broad consensus of support for the Plan, which pays in full all creditors other than Honeywell (which has agreed to a compromise of its claim and treatment) and allows shareholders to choose between effectively retaining their interests in the company (and, if they so desire, investing in the reorganized Debtors through participation in the Rights Offering) and receiving cash for their shares at a fair, market-tested price.

10. *Second*, despite the Equity Committee's insinuations, no insider transaction is at issue here. The Agreements were reached through arm's-length negotiations between the Debtors and the Plan Investors, none of which is an insider or has any operational control of the Debtors. Merely labeling the Plan Investors "insider shareholders" does not make them so. It was only after an extensive and robust marketing and auction process that the boards of directors of GMI, ASASCO, and GMHI — including the applicable independent directors at ASASCO and GMHI

[6] With the exception of the expense reimbursement provision (discussed below), the Equity Committee has not objected to the Debtors' entry into and performance under the Equity Backstop Commitment Agreement. Accordingly, this discussion focuses on the Debtors' business judgment in relation to the Plan Support Agreement.

— unanimously determined that the offer made by the Plan Investors represented the highest and otherwise best bid available to the Debtors.

11. *Third*, negotiations between the Debtors and the Plan Investors were extensive and thorough, with substantial back and forth on both the new money investment and the settlement with Honeywell, satisfying the due care requirement. The terms now embodied in the Plan Support Agreement were reviewed and tested at every step by the Debtors, in the exercise of their fiduciary duties, as well as their financial and legal advisors. The rigorous nature of the auction process, during which the estates' interests were zealously represented, supports a finding that the Debtors exercised due care and acted in good faith in deciding to enter into the Agreements.

12. *Fourth*, the Plan Support Agreement facilitates a series of compromises that will save the estates millions of dollars and result in a sustainable and value-maximizing capital structure. These facts refute any notion that entry into the Agreements constitutes an abuse of the Debtors' discretion.

13. In a misguided attempt to overcome these indisputable facts, the Equity Committee resorts to meritless and internally inconsistent arguments. For example, the Equity Committee alleges bad faith because the settlement with Honeywell is not portable to its own proposed plan. *See* PSA Objection at 1. But the settlement is not the Debtors' to give away. Honeywell cannot be forced to settle its claims outside the context of a reorganization under the Plan and the Bankruptcy Code requires that for equity to receive a recovery absent Honeywell's consent, Honeywell must receive a recovery that is "equal to the amount of" its claims. 11 U.S.C. § 1129(b)(2)(B)(i). Perplexingly, the Equity Committee simultaneously asserts that the Honeywell settlement does not "provid[e] any benefit to the Debtors' estates" (Disclosure Statement Objection ¶ 19) while protesting that the settlement is not portable to its infeasible plan and

proclaiming that it "likely would have embraced the settlement with Honeywell if the COH Plan allowed reasonably democratic participation among the shareholder body." *See* PSA Objection at 1–2.

14. The Equity Committee has an equally inconsistent view of the value of reorganized GMI's shares. In its proposed Disclosure Statement [Dkt. No. 865] at 49–50, the Equity Committee states that the value of reorganized GMI's shares will be $7.69 per share at the end of 2024. Yet, it now argues that the $6.25 per share cash-out option under the Plan does not represent a "fair recovery" for shareholders. *See* PSA Objection at 2. This makes no sense. The present value of $6.25 in cash today is surely higher than $7.69 four years from now at any reasonable discount rate. In any event, the Equity Committee will have a full and fair opportunity to present its case on this and all other relevant issues at confirmation.

B. The Plan Support Agreement Satisfies The Entire Fairness Standard To The Extent It Applies.

15. The Equity Committee asserts that entry into the Plan Support Agreement must be subject to "entire fairness" review. *See* PSA Objection ¶ 3. Courts apply the entire fairness standard when a party stands on both sides of a transaction, such that it controls the other party's decision-making or otherwise does not negotiate at arm's-length. *See, e.g.*, *In re Broadstripe, LLC*, 444 B.R. 51, 106 (Bankr. D. Del. 2010).

16. The Equity Committee asserts that the Plan Investors stand on "both sides" of the transactions contemplated under the Plan Support Agreement (PSA Objection ¶ 3), but does not even attempt to explain the basis for this naked proclamation. Nor could it. None of the Plan Investors individually or collectively have any control over the Debtors and none have any sufficiently close relationship with the Debtors to have affected the negotiations in any meaningful way. Indeed, as the Court is well aware, the Debtors *rejected* the Plan Investors' proposals on

multiple occasions and continued its litigation against Honeywell throughout the auction and marketing process. It was not until the very end of that process — during which the Debtors negotiated with all stakeholder constituencies (including the Equity Committee) and multiple bidders — that the Debtors accepted the Plan Investors' improved offer. This is a clear indication that the Debtors were not controlled or influenced by the Plan Investors.

17. *Residential Capital* disproves the Equity Committee's argument in this regard. In that case, objectors argued that the plan support agreement at issue should be reviewed under the "entire fairness" standard because one of the parties was an insider (the debtor's indirect parent). *In re Residential Capital LLC*, No. 12-12020, 2013 WL 3286198, at *14 (Bankr. S.D.N.Y. June 27, 2013). The court disagreed and considered (and approved) the agreement under the business judgment standard, concluding that it was not an insider transaction because it "involv[ed] numerous parties" and "numerous proposed compromises and settlements of billions of dollars of claims." *Id.* at *19. The court distinguished the plan support agreement from the "interested party transactions" condemned in *In re Innkeepers USA Tr.*, 442 B.R. 227, 232 (Bankr. S.D.N.Y. 2010) (denying motion to assume plan support agreement where debtors negotiated only with a single secured creditor and agreed to provide that creditor with all of the new equity without having "fully analyzed the value of the [prepetition secured debt] vis-à-vis the value of the new shares"), and *In re Bidermann Indus. U.S.A*, 203 B.R. 547, 551 (Bankr. S.D.N.Y. 1997) (rejecting proposed sale that would have given debtors' financial advisor a minority equity position in the assets to be sold, resulting in "clear conflict of interest"). *Residential Capital LLC*, 2013 WL 3286198, at *20.

18. Just like in *Residential Capital,* the facts here are starkly different from those in *Innkeepers* or *Bidermann*. The Plan Support Agreement is not the result of a covert insider deal, but rather of arm's-length and good faith negotiations between the Debtors (who were ably

represented and advised by their financial and legal advisors throughout) and the Plan Investors entered into after a widely publicized and marketed open sale process. The Equity Committee ignores that robust, arm's-length process and offers no argument whatsoever as to how or why the Plan Support Agreement could be the product of self-dealing or otherwise subject to heightened scrutiny over and above the business judgment standard.

19. In any event, the Plan Support Agreement clearly would pass muster if the Court were to decide that heightened scrutiny is appropriate. In applying heightened scrutiny, courts look both at the integrity and fairness of the process that led to a transaction and the transaction itself, considering whether the process and terms of a proposed transaction "not only appear fair, but are fair" and whether fiduciary duties were properly taken into consideration. *Innkeepers*, 442 B.R. at 231.

20. Here, the evidence will show that the Debtors' sale process unquestionably was fair and appropriate. Moreover, the terms and conditions of the Plan Support Agreement are customary and reasonable for transactions of this kind, demonstrated in part by their approval by the Debtors' disinterested boards of directors. *See generally ASARCO LLC v. Ams. Mining Corp.*, 396 B.R. 278, 406 (S.D. Tex. 2008) (holding that where independent directors have approved the challenged transfer, the "burden of proof on the issue of fairness" shifts back to plaintiff); *Pereira v. Cogan*, 294 B.R. 449, 517–18 (S.D.N.Y. 2003) (same), *vacated on other grounds sub nom.*, *Pereira v. Farace*, 413 F.3d 330 (2d Cir. 2005). Importantly, the Plan Support Agreement contains an appropriate "fiduciary out" that allows the Debtors to consider competing unsolicited offers, consistent with their fiduciary duties. The Debtors have demonstrated that the terms of the Plan Support Agreement are not just fair but extremely favorable to the Debtors' estates. As a result, the Plan Support Agreement clearly satisfies the "entire fairness" standard.

C. The Plan Support Agreement Does Not Constitute A Sub Rosa Plan.

21. The Equity Committee next asserts that the Plan Support Agreement is an impermissible *sub rosa* plan by which the Debtors "seek to circumvent" the "stringent protections of Chapter 11's plan confirmation standards." PSA Objection ¶¶ 4-9. This argument is similarly unfounded.

22. *First*, consummation of the transactions contemplated in the Plan Support Agreement is ***expressly*** subject to approval of a disclosure statement and confirmation of the Plan. An agreement does not constitute a *sub rosa* plan where, as here, it does not "transfer control of the debtor or possession of estate property until approval of a disclosure statement and confirmation of a plan incorporating the agreement." *See In re Crowthers McCall Pattern, Inc.*, 114 B.R. 877, 886 (Bankr. S.D.N.Y. 1990) (holding that debtor's motion to enter into merger agreement did not impermissibly circumvent chapter 11 protections because its effectiveness was conditioned on the confirmation of the plan, stating that "[d]ependent as it is on confirmation of a plan, the Agreement does not deprive any party-in-interest of its franchise rights"). Even though an agreement may spell out specific treatments to be accorded to different claims and interests in a future plan, it is "essentially pre-nuptial in nature" because the debtor's stakeholders and the court will have the final word on whether a plan incorporating any of these terms is ultimately confirmed. *Id*. at 879, 889.

23. When objecting to an allegedly improper pre-plan agreement, an objector must "specify exactly" which of the Bankruptcy Code's confirmation protections are allegedly circumvented by the agreement. *Id*. at 883 (citing *Institutional Creditors v. Cont'l Air Lines (In re Cont'l Air Lines, Inc.),* 780 F.2d 1223, 1228 (5th Cir.1986)).[7] The Equity Committee does not

---

[7] The court identified the "most significant" of these protections as: the right of creditors to receive a disclosure statement (§ 1125); the power of creditors holding claims in an impaired class to vote (§ 1126); the entitlement

do so, nor could it – because all of these protections will remain intact after approval of the Plan Support Agreement. Unless and until the Court approves a disclosure statement and then confirms the Plan, none of the transactions contemplated by the Plan Support Agreement can or will be consummated.

24. *Second,* the Plan Support Agreement does not inexorably bind the Debtors to the terms of the Plan. Rather, the Plan Support Agreement contains a "fiduciary out," enabling the Debtors to consider and negotiate unsolicited alternative transactions if they determine that the failure to do so would reasonably be expected to be inconsistent with the board of directors' fiduciary duties under applicable laws. *See* Plan Support Agreement § 5.04(b). This provision refutes any contention that the Plan Support Agreement is a *sub rosa* plan. *See, e.g.*, *Crowthers McCall*, 114 B.R. at 889 (finding that a "lock up" provision barring the debtor from actively marketing the company and assisting a competing offer, but allowing the debtor a fiduciary-out, did not "chill" proposals for alternative plans); *In re Empire Generating Co, LLC*, No. 19-CV-5721 (CS), 2020 WL 1330285, at *9 (S.D.N.Y. Mar. 23, 2020) (affirming bankruptcy court finding that restructuring support agreement did not constitute *sub rosa* plan where it "left open the possibility that an offer better than the Stalking Horse bid could be made and accepted");.

25. In sum, the Plan Support Agreement does not "improperly lock the estate into any particular plan mode prematurely, and without the protection afforded by the procedures surrounding a disclosure statement and confirmation hearing." *In re Isaacson Steel, Inc.*, No. BR

---

of dissenting creditors and equity interest holders to a return equal to or greater than that which they would receive in a liquidation pursuant to Chapter 7 (§ 1129(a)(7)); the requirement that a dissenting class of unsecured creditors be paid in full prior to the receipt or retention of property under a plan by a holder of a junior claim or interest (§ 1129(b)(2)(B)); and the ability of all parties-in-interest to be heard at a confirmation hearing as to matters affecting confirmation, such as good faith (§ 1129(a)(3)), continuance of management (§ 1129(a)(5)(A)(ii)), and feasibility (§ 1129(a)(11)). *Crowthers McCall Pattern*, 114 B.R. at 881.

11-12415-JMD, 2013 WL 5428725, at *4-5 (Bankr. D.N.H. Sept. 25, 2013) (internal citation and quotation marks omitted).

D. The "No-Shop" Provision Does Not Impermissibly Restrict The Debtors.

26. The Equity Committee's related argument that the "no-shop" provision in the Plan Support Agreement is "unenforceable" is equally unavailing. *See* PSA Objection ¶ 11. Because a no-shop clause generally enhances the price that an investor or buyer is willing to pay, it is "common practice" for bankruptcy courts to approve them. *In re Adelphia Commc'ns Corp.*, 336 B.R. 610, 629–30 (Bankr. S.D.N.Y. 2006); *see also In re Vertis Holdings Inc.*, No. 10-16170 (ALG) (Bankr. S.D.N.Y. Dec. 1, 2010) (approving an equity commitment agreement with a non-solicitation provision); *In re Spansion Inc.*, No. 09-10690 (KJC) (Bankr. D. Del. Jan. 7, 2010) (approving non-solicitation provision); *In re Solutia Inc.*, No. 03-17949 (PCB) (Bankr. S.D.N.Y. Nov. 7, 2007) [Dkt. No. 83] (approving non-solicitation provision in connection with a backstop commitment).

27. As noted, the "no-shop" provision in the Plan Support Agreement contains a "fiduciary out" that allows the Debtors to consider unsolicited proposals. Courts routinely approve no-shop provisions that are subject to the debtors' fiduciary duties. *See, e.g.*, *In re Genco Shipping & Trading Ltd.*, 509 B.R. 455, 464 (Bankr. S.D.N.Y. 2014) (authorizing assumption of restructuring support agreement because, among other things, "the RSA provides a fiduciary out that gives the Debtors the ability to receive, review and negotiate unsolicited proposals for any better alterative transaction"); *In re Adelphia Commc'ns Corp.*, No. 02-41729, 2005 Bankr. LEXIS 2747 (Bankr. S.D.N.Y. Apr. 21, 2005) (approving no-shop provision with fiduciary out); *In re Eagle Bulk Shipping Inc.*, No. 14-12303 (SHL) (Bankr. S.D.N.Y. Sept. 18, 2014) [Dkt. No. 95] (approving assumption of restructuring support agreement prohibiting debtors from soliciting

alternative transaction proposals but permitted them to respond to unsolicited proposals consistent with fiduciary duties).

28. Far from "draconian" (PSA Objection ¶ 11), the "no-shop" provision only requires the Debtors' directors to consider factors that their fiduciary duties already would compel them to consider when determining whether to terminate the Plan Support Agreement. *Cf. Innkeepers*, 442 B.R. at 235 (finding a no-shop provision overly restrictive where a purported fiduciary out could not "be used to 'annul, modify, amend, or otherwise alter' any of the Plan Milestones set forth in the PSA unless the Debtors are doing so in pursuit of an alternative transaction that will provide [the PSA counterparty] with a higher and better recovery than that proposed under the plan contemplated by the PSA.").

E. The Equity Committee's Confirmation Objections Are Premature And Lack Merit.

29. The Equity Committee next contends that the Court should reject both the Plan Support Agreement and the Disclosure Statement because the Plan allegedly is unconfirmable. *See* PSA Objection ¶¶ 12–13; Disclosure Statement Objection ¶¶ 1–16.

30. These arguments are premature. Courts have consistently held that objections regarding confirmability of a plan are to be reserved for the confirmation stage of a chapter 11 case. *See, e.g.*, *Innkeepers*, 448 B.R. at 148 (deferring objections that were "best categorized as confirmation objections"); *In re WorldCom, Inc.*, No. M-47, 2003 WL 21498904, at *9 (S.D.N.Y. June 30, 2003) ("Whether the proposed classification is improper is a matter to be decided at the confirmation hearing . . . ."); *In re One Canandaigua Props., Inc.*, 140 B.R. 616, 618 (Bankr. W.D.N.Y. 1992) (holding that, prior to a confirmation hearing, disputes over confirmation issues must be deferred as "the Court ought not to be drawn into the process of drafting of plans"); *In re Featherworks Corp., Inc.*, 45 B.R. 455, 457 (Bankr. E.D.N.Y. 1984) ("[I]t is too early before the

hearing on confirmation to conclude that the present plan cannot be confirmed. That determination must await examination of the evidence offered at the hearing on confirmation.").

31. Simply put, "[t]he standards applicable to approval of the PSA are not the standards applicable to approval of a disclosure statement or confirmation of a plan." Tr. Hr'g Held June 26, 2013 at 133:16–23, *In re Residential Capital, LLC*, No. 12-12020 (Bankr. S.D.N.Y. June 26, 2013) [Dkt. No. 4121] ("Most of the objections that have been made are confirmation objections *not* properly raised or considered at this time."). The Debtors are not asking the Court to confirm the Plan or make any ruling that would prevent the Court from, or influence the Court in, considering the confirmability of the Plan at the appropriate time. The Debtors' entry into the Agreements will not deprive any party in interest of any opportunity it otherwise would have to object to confirmation. All parties in interest, including the Equity Committee, will have the opportunity to object to the Plan before this Court decides whether to confirm it. The Equity Committee's confirmation objections are simply not ripe.

32. Moreover, the Equity Committee's confirmation arguments are without merit.

i. The Plan Complies With Section 1123(a)(4) Of The Bankruptcy Code.

33. As discussed in greater detail in the Plan Investors' objection to the Equity Committee's motion to terminate the Debtors' exclusivity,[8] the Equity Committee's assertion that the Plan violates section 1123(a)(4) of the Bankruptcy Code because "only a select group of shareholders . . . would receive the right to purchase the COH Convertible Series A Preferred Stock" (Disclosure Statement Objection ¶¶ 3–8) is wrong.

[8] *See Plan Investors' Objection to Motion of the Official Committee of Equity Securities Holders for Entry of an Order Terminating the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances* [Dkt. No. 872] at ¶¶ 14–25.

34. Plainly, "the requirements of section 1123(a)(4) apply only to a plan's treatment on account of particular claims or interests in a specific class — ***not the treatment that members of the class may separately receive under a plan on account of the class members' other rights or contributions***." *In re Adelphia Commc'ns Corp.*, 368 B.R. 140, 249–50 (Bankr. S.D.N.Y. 2007) (emphasis added). Consistent with this understanding, courts have uniformly held that a new investment made by some members of a class of creditors or shareholders does not implicate section 1123(a)(4) when it is not part of their plan treatment. *See, e.g.*, *In re Peabody Energy Corp.*, 933 F.3d 918, 925 (8th Cir. 2019) (affirming confirmation of plan where certain creditors were given right to invest in preferred stock of the reorganized debtor on account of "valuable new commitments" provided by such creditors); *In re TCI 2 Holdings, LLC*, 428 B.R. 117, 133 (Bankr. D.N.J. 2010) (finding no violation of section 1123(a)(4) where fee paid to certain noteholders was in consideration for commitment to backstop equity rights offering and not part of their plan treatment).

35. Here, the Plan Investors have the opportunity to purchase a portion of the Series A Preferred Stock not on account of their claims or interests in the Debtors, but as consideration for their commitments to inject over $1 billion of new capital into the reorganized Debtors. Indeed, the Plan Investors will be purchasing the Series A Preferred Stock in part to "cash out" electing common stockholders at $6.25 per share. This is not an "extra recovery" to the Plan Investors as part of their treatment under the Plan. It is a new investment at a value per share that is fair, exceeds the midpoint of the Debtors' Disclosure Statement valuation, and has been thoroughly market tested.

36. The Equity Committee also continues to misconstrue the "new value" concept articulated in *Bank of Am. Nat'l Tr. & Savings Ass'n v. 203 North LaSalle Street P'ship*, 526 U.S.

434 (1999). The "new value" exception to the absolute priority rule is only relevant in the context of a cramdown plan confirmation, which is unlikely to occur here as all classes senior to the class of interests in GMI are unimpaired or expected to vote to accept the Plan. Even if the new value corollary applied, the Plan would satisfy the *LaSalle* requirements because it is the product of the Debtors' sale process. *See*, *e.g.*, *In re Bjolmes Realty Tr.,* 134 B.R. 1000, 1011 (Bankr. D. Mass. 1991) (holding that an auction open to shareholders, secured creditor, and "any other creditor interested in purchasing" the reorganized debtor's equity provided sufficient market test); *see also In re Homestead Partners*, 197 B.R. 706, 719 (Bankr. N.D. Ga. 1996) (endorsing "the *Bjolmes* auction" as the "cure" for "new value's non-competition problems" and "a validly alternative means by which to inject the necessary element of competition into the new value process").

37. Here, the Debtors engaged in a robust marketing and sale process for over a year, both pre- and postpetition. The Debtors evaluated competing plans and negotiated with multiple constituents (including the Equity Committee). As part of this process, the Debtors considered plan alternatives with structures similar to what the Equity Committee now proposes. The extensive changes made to the Plan Investors' proposal over time is clear evidence of the fact that the Debtors have obtained the best possible value as contemplated by *LaSalle* and its progeny. Nothing further is required.

ii. The Plan Satisfies Section 1129(a)(3) Of The Bankruptcy Code.

38. The Equity Committee also asserts that the Plan violates section 1129(a)(3) of the Bankruptcy Code because Delaware state law bars the proposed transactions absent approval of the supermajority of the Debtors' shareholders[9] and because these transactions must satisfy the

---

9 The Equity Committee asserts that the Debtors "made this exact same argument in their opposition to the COH Group's motion to modify exclusivity." *See* Disclosure Statement Objection ¶ 12. This is false: the Debtors made no such argument. Rather, the Debtors argued that the Plan Investors' initial proposal should be considered within

"entire fairness" standard. *See* Disclosure Statement Objection ¶¶ 9–16. As discussed above, the entire fairness standard does not apply and, even if it did, the Plan Support Agreement satisfies it. The Equity Committee's attempt to import Delaware statutory voting requirements into a chapter 11 case is similarly misguided.

39. The Equity Committee cites section 203 of Delaware General Corporation Law, which generally requires approval of 66.6% of disinterested shareholders of any business combination with a holder of more than 15% of a corporation's shares. By the terms of the Delaware General Corporation Law, however, section 203 does not apply because the Debtors are in bankruptcy. Section 303 of the Delaware General Corporation Law specifically provides that officers of a bankrupt Delaware corporation "may put into effect and carry out any decrees and orders of the court or judge in such bankruptcy proceeding and may take any corporate action provided or directed by such decrees and orders, ***without further action by its directors or stockholders . . . with like effect as if exercised and taken by unanimous action of the directors and stockholders of the corporation***." *See* Del. Code Ann. tit. 8, § 303 (emphasis added). Accordingly, "Section 303 expressly contemplates the abrogation of shareholder rights in connection with a Chapter 11 reorganization." *In re Federated Dep't Stores, Inc.*, 133 B.R. 886 (S.D. Ohio 1991).

40. Moreover, to the extent it otherwise might facially apply in a bankruptcy case, section 203 clearly is preempted by the specific disclosure and voting procedures of the Bankruptcy Code. State law is preempted where it "directly conflicts with the structure and purpose of a federal statute." *In re Methyl Tertiary Butyl Ether (MTBE) Prods. Liab. Litig.*, 725

their sale process to enable directors to comply with their fiduciary duties. *See* Debtors' Objection to Motion to Modify Exclusivity [Dkt. No. 389] ¶ 9.

F.3d 65, 97 (2d Cir. 2013). The Bankruptcy Code is a federal statute that preempts conflicting state laws. *See Perez v. Campbell,* 402 U.S. 637 (1971).

41. In the Bankruptcy Code, Congress chose not to look to state corporation laws that mandate voting requirements for certain purposes. Instead, Congress established the universally applicable voting rules set forth in section 1126 of the Bankruptcy Code. Those rules are both integral and essential to the bankruptcy reorganization process and preempt any and all conflicting state laws. *See In re Map 1978 Drilling P'ship*, 95 B.R. 432, 436 (Bankr. N.D. Tex. 1989) ("[F]ederal law pre-empts state law in determining how votes will be counted for the approval of a plan."). Accordingly, even if it otherwise applied, section 203 would be preempted by federal law and is of no relevance to the Court's consideration of the Agreements, the Disclosure Statement, or confirmation of the Plan.

F. The Expense Reimbursements Should Be Approved.

42. In exchange for the substantial commitments and other benefits under the Agreements, the Debtors agreed to pay certain reasonable and documented expenses of (i) counterparties to the Plan Support Agreement and (ii) each Equity Backstop Party and its Affiliates (collectively, the "Expense Reimbursements"), subject to a $25 million cap for payments made prior to the effective date of the Plan.

i. Sections 503(b)(3) And (4) Of The Bankruptcy Code Are Not Applicable.

43. The U.S. Trustee argues that payment of the Expense Reimbursements is not a matter for the Debtors' business judgment but, instead, may only be approved under sections 503(b)(3) and (4) of the Bankruptcy Code. This argument is based on the false, and oft refuted, premise that section 503(b) is the exclusive source of authority for payment of the fees and expenses of a creditor or shareholder. *See* UST Objection at 6. That is demonstrably not the case.

44. Courts have held repeatedly that "section 503(b) does not provide, in words or substance, that it is the *only* way by which fees of [creditors or equity holders] may be absorbed by an estate." *In re Adelphia Commc'ns Corp.*, 441 B.R. 6, 12 (Bankr. S.D.N.Y. 2010) (emphasis in original). Indeed, while section 503(b)(3)(D) may be the only avenue for a creditor or an equity security holder to seek reimbursement of its own fees and expenses on a ***nonconsensual*** basis, nothing in that section restricts a ***debtor's*** rights to use estate property in its business judgment under section 363(b) of the Bankruptcy Code.

45. In *In re Bethlehem Steel Corp.*, No. 02 CIV. 2854 (MBM), 2003 WL 21738964, at *11 (S.D.N.Y. July 28, 2003), the District Court noted the "different purposes" that "[s]ection 363(b) and subsections 503(b)(3)(D) and (b)(4) serve . . . in bankruptcy proceedings." Overruling an objection identical to that made by the U.S. Trustee here and affirming the bankruptcy court's authorization of an expense reimbursement for a group of creditors under section 363(b), the District Court held that "subsections 503(b)(3)(D) and (b)(4) do not bar a bankruptcy court from allowing a debtor in possession to reimburse a creditor for professional fees—provided, of course, that the standard for allowing transactions under § 363(b) has been met." *Id.* at *12.[10]

46. Thus, "[c]ourts in this District have authorized reimbursement of professional fees and expenses under section 363 of the Bankruptcy Code." *In re Stearns Holdings, LLC*, 607 B.R. 781, 792 (Bankr. S.D.N.Y. 2019); *see also In re Windstream Holdings, Inc.*, No. 19-22312 (RDD)

---

[10] The Supreme Court's decision in *RadLAX Gateway Hotel, LLC v. Amalgamated Bank*, 132 S. Ct. 2065, 2071 (2012) is not to the contrary. While the Supreme Court recognized that the general language of the Bankruptcy Code cannot be held to apply to a matter "specifically dealt with in another part of the same enactment," it also acknowledged that "the general/specific canon is ***not an absolute rule***, but is merely a strong indication of statutory meaning that can be overcome by textual indications that point in the other direction." *Id.* at 2071–72 (emphasis added). More importantly, as noted above, sections 363(b) and 503(b)(3)(D) address different subjects entirely, with the former setting the standard to consider a debtor's use of its own funds in its considered business judgment and the latter setting the standard by which a court may order reimbursement of a creditor or shareholder with a debtor's funds and against a debtor's wishes.

(S.D.N.Y. May 12, 2020) [Dkt. No. 1806] (approving reimbursement of fees and expenses incurred by backstop parties; stating that "the transactions authorized hereby are a proper exercise of business judgment"); *In re Legend Parent, Inc.*, No. 14-10701 (RG) (Bankr. S.D.N.Y. July 21, 2014) [Dkt. No. 390] (confirming plan that provided for payment of fees and expenses of parties to plan support agreement "without the need of such parties to file fee applications with the Bankruptcy Court or motions seeking payment of such fees as administrative claims pursuant to Bankruptcy Code section 503(b)").

47. The cases relied on by the U.S. Trustee are easily distinguishable and do not counsel otherwise. First, as noted above, the court in *Adelphia* ultimately held that there are other bases in addition to section 503 to approve the payment of stakeholder fees.[11] Second, as other courts have recognized, *Lehman* was limited to professionals retained by individual committee members. *See, e.g.*, *In re Stearns Holdings, LLC*, 607 B.R. 781, 793 (Bankr. S.D.N.Y. 2019). Finally, unlike here, neither case dealt with a ***debtor's*** request under section 363(b). Section 363(b) clearly permits approval of the Expense Reimbursements as consideration for certain specific actions or commitments of the Plan Investors.

ii. Authorization of the Expense Reimbursements Under Section 363(b) Of The Bankruptcy Code is Appropriate.

48. The Debtors have articulated a strong business rationale for agreeing to pay the Expense Reimbursements. It is entirely reasonable for the Debtors to have agreed to the Expense Reimbursements because the Plan Investors would not have agreed to the commitments

[11] Moreover, the U.S. Trustee's citation to *Adelphia* is misleading: the language cited by the U.S. Trustee ("there is no basis in the Bankruptcy Code of which I'm now aware that authorizes ***fees of this character*** to be paid to creditors or their professionals without satisfying the requirements of the Code for fee awards") refers to fees of ***completely different*** character from the Expense Reimbursements, namely, the "enormous" costs incurred by creditors in litigating intercreditor disputes, "as each tried to increase its incremental share of the pie" that brought no benefit to the estates whatsoever. *Adelphia,* 441 B.R at 10.

memorialized in the Agreements without these provisions.[12] The Expense Reimbursements represent an integral component of the Plan Investors' proposal and the bargain struck by the Plan Investors. The Equity Committee would have the Court play chicken with the Plan Investors by assuring the Court that it is "virtually guaranteed" that the Plan Investors would not walk away from the Plan if the Expense Reimbursements were denied. *See* PSA Objection ¶ 21. Federal courts generally frown upon such a "game." *See*, *e.g.*, *In re Am. Presents, Ltd.*, 330 F. Supp. 2d 1217, 1231 (D. Colo. 2004). And the Equity Committee ignores the significant concessions made by the Plan Investors to get to a deal with the Debtors. The Expense Reimbursements are part of the consideration for those concessions.

49. The Expense Reimbursements are designed to compensate the relevant parties for the financial risk they are undertaking to aid the Debtors in their restructuring efforts. Unlike the Debtors' stalking horse bidder, the Plan Investors did not demand a break-up or termination fee. The Plan Investors merely seek to recoup their expenses. The Expense Reimbursements are reasonable in light of the numerous significant benefits that the Debtors and their estates will receive from the consummation of the Plan and the financing that will make the Plan possible. The Debtors' agreement to pay the Expense Reimbursements is warranted in light of those benefits and the robust level of support and commitments provided by the Plan Investors, without which the Debtors would likely remain in bankruptcy and a litigation morass for the foreseeable future.

50. Courts routinely authorize payment of fees and expenses in connection with plan support and backstop commitment agreements as a sound exercise of a debtor's business judgment,

---

12 *See Declaration of Sean Deason (I) in Support of the Debtors' Objection to Motion of the Official Committee of Equity Securities Holders for Entry of an Order Terminating the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances and (II) in Further Support of the Debtors' Motion for an Order (I) Authorizing the Debtors to Enter Into and Perform Under (A) the Plan Support Agreement and (B) the Equity Backstop Commitment Agreement and (II) Granting Related Relief* [Dkt. No. 875] ¶¶ 14–15.

even where the relevant reimbursement provisions contained no cap on reimbursable fees and expenses. *See, e.g.*, *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (S.D.N.Y. May 12, 2020) [Dkt. No. 1806]; *In re Stearns Holdings, LLC*, No. 19-12226 (SCC) (Bankr. S.D.N.Y. Sept. 26, 2019) [Dkt. No. 350]; *In re 21st Century Oncology Holdings, Inc.*, No. 17-22770 (RDD) (Bankr. S.D.N.Y. Sept. 20, 2017) [Dkt. No. 443]; *In re SunEdison, Inc.*, No. 16-10992 (SMB) (Bankr. S.D.N.Y. June 6, 2017) [Dkt. No. 3283]; *In re Roust Corp.*, No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 10, 2017) [Dkt. No. 40]; *In re Atlas Res. Partners, L.P.*, No. 16-12149 (SHL) (Bankr. S.D.N.Y. Aug. 26, 2016) [Dkt. No. 129]; *In re AOG Entm't, Inc.*, No. 16-11090 (SMB) (Bankr. S.D.N.Y. June 29, 2016) [Dkt. No. 184]; *In re Inversiones Alsacia S.A.*, No. 14-12896 (MG) (Bankr. S.D.N.Y. Nov. 5, 2014) [Dkt. No. 33]; *In re MPM Silicones, LLC*, No. 14-22503 (RDD) (Bankr. S.D.N.Y. June 23, 2014) [Dkt. No. 507]; *In re RCS Capital Corp.*, No. 16-10223 (MFW) (Bankr. D. Del. Apr. 14, 2017) [Dkt. No. 543]; *In re Ablest Inc.*, No. 14-10717 (KJC) (Bankr. D. Del. Apr. 23, 2014) [Dkt. No. 177]; *In re K-V Discovery Sols. Inc.*, No. 12-13346 (Bankr. S.D.N.Y. June 7, 2013) [Dkt. No. 929].

51. Accordingly, the Expense Reimbursements are necessary for the Debtors to realize the benefits of the Plan and the Debtors' business judgment to pay them should be upheld.

JOINDER

52. The Plan Investors join in all of the other arguments set forth in the Debtors' Reply and urge the Court to approve the Disclosure Statement and allow the confirmation process to proceed.

RESERVATION OF RIGHTS

53. The Plan Investors reserve all of their rights in connection with filing this Reply, including the right to amend or supplement this Reply at any point in advance of the hearing on the Motions and to raise additional arguments at any such hearing.

CONCLUSION

54. For the reasons set forth above, in the Motions, and in the Debtors' Reply, the Plan Investors respectfully request that the Court (i) overrule the Objections, (ii) grant the Motions, and (iii) grant such other and further relief to the Debtors and the Plan Investors as the Court deems just and proper.

[*Remainder of page intentionally left blank*]

Dated: February 12, 2021
New York, New York

/s/ Bruce Bennett

JONES DAY
C. Lee Wilson
Anna Kordas
250 Vesey Street
New York, New York 10281
Telephone: (212) 326-3939
Facsimile: (212) 755-7306
E-mail: clwilson@jonesday.com
akordas@jonesday.com

- and -

Bruce Bennett (admitted *pro hac vice*)
Joshua M. Mester (admitted *pro hac vice*)
James O. Johnston (admitted *pro hac vice*)
555 S. Flower St.
50th Floor
Los Angeles, CA 90071
Telephone: (213) 489-3939
Facsimile: (213) 243.2539
E-mail: bbennett@jonesday.com
jmester@jonesday.com
jjohnston@jonesday.com

Counsel for Certain Shareholders of Garrett Motion Inc.

Respectfully submitted,

/s/ Nicole L. Greenblatt

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Nicole L. Greenblatt, P.C.
William E. Arnault (admitted *pro hac vice*)
Joseph M. Graham (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and –

Craig S. Primis, P.C.
Ronald K. Anguas, Jr. (admitted *pro hac vice*)
1301 Pennsylvania Avenue, NW
Washington, DC 20004
Telephone: (202) 389-5000
Facsimile: (202) 389-5200

- and -

Mark McKane, P.C. (admitted *pro hac vice*)
555 California Street
San Francisco, California 94104
Telephone: (415) 439-1400
Facsimile: (415) 439-1500

Counsel to Honeywell International Inc.

/s/ Dennis F. Dunne
MILBANK LLP
Dennis F. Dunne
Matthew L. Brod
Andrew C. Harmeyer
55 Hudson Yards
New York, NY 10003
Tel: (212) 530-5000
Fax: (212) 530-5219

-and-

Andrew M. Leblanc
Samir L. Vora (admitted *pro hac vice*)
1850 K Street, NW, Suite 1100
Washington, DC US 20006
Tel: (202) 835-7500
Fax: (202) 263-7586

Counsel to Centerbridge Partners, L.P. and Oaktree Capital Management, L.P.