

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE:

OAKFABCO, INC.,

Debtor.

Chapter 11

Case No. 15-27062

Hon. Jack B. Schmetterer

**DEBTOR’S MOTION FOR AN ORDER: (I) APPROVING THE ASSUMPTION  
OF A SETTLEMENT AGREEMENT AND RELEASE BETWEEN OAKFABCO,  
INC. AND THE CNA COMPANIES; (II) APPROVING THE SALE OF CERTAIN  
INSURANCE POLICIES TO THE CNA COMPANIES; AND (III) ISSUING AN  
INJUNCTION IN FAVOR OF THE CNA COMPANIES PURSUANT TO THE  
SALE OF CERTAIN INSURANCE POLICIES**

Oakfabco, Inc. (“Oakfabco” or the “Debtor”), as debtor and debtor-in-possession in the above-captioned case (this “Chapter 11 Case”), by and through its undersigned counsel, hereby moves (the “Motion”) this Court for the entry of an order, pursuant to 11 U.S.C. §§ 105, 363, and 365, (i) approving the assumption of the Settlement Agreement and Release (the “CNA Companies Settlement Agreement”), dated August 7, 2015, among the Debtor and The Continental Insurance Company, Columbia Casualty Company, and American Casualty Company of Reading, Pennsylvania (collectively, and as defined in the CNA Companies Settlement Agreement, the “CNA Companies”), a copy of which is attached hereto as **Exhibit A**; (ii) approving the sale of certain Policies to the CNA Companies; and (iii) approving certain other relief to be provided to the CNA Companies, including an injunction, in relation to the sale of the Policies to the CNA Companies.<sup>1</sup>

---

<sup>1</sup> Capitalized terms used herein that are not otherwise defined will have the same meaning as in the CNA Companies Settlement Agreement.

## **JURISDICTION AND VENUE**

1. On August 7, 2015 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Northern District of Illinois (the “Court”).

2. The Debtor continues in the management of its property as a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. On August 27, 2015, the United States Trustee appointed the asbestos claimants’ committee pursuant to Section 1102(a)(1) of the Bankruptcy Code. See Doc. No. 51. No trustee or examiner has been appointed in this Chapter 11 Case.

3. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are Sections 105, 363, and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

## **BACKGROUND**

### **Corporate History and Asbestos Claims**

5. For many years prior to 1970, American Standard, Inc. (“American Standard”) owned and operated a commercial boiler manufacturing division known as “Kewanee Boiler.” The boilers manufactured and sold by Kewanee Boiler were insulated with asbestos. Pursuant to an asset purchase agreement (the “1970 Agreement”), dated January 29, 1970, American

Standard sold all of the assets and certain liabilities of Kewanee Boiler to Kewanee Boiler Corporation (“Kewanee”), a newly-formed Illinois corporation.

6. Under the 1970 Agreement, Kewanee assumed all of the “Kewanee Liabilities” at closing. “Kewanee Liabilities” was defined to mean “the debts, liabilities, obligations and commitments (fixed or contingent) connected with or attributable to Kewanee existing and outstanding at the Closing Date.” Additionally, Kewanee provided American Standard with an Undertaking on the closing date, pursuant to which Kewanee assumed and agreed to pay and defend and hold American Standard harmless against all Kewanee Liabilities, including claims and complaints arising out of or in connection with any products manufactured, sold, leased, or installed by Kewanee Boiler on or prior to the closing date.

7. On October 28, 1986, Kewanee filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court for the purpose of dealing with ongoing losses associated with the boiler business. During the bankruptcy case, Kewanee sold its boiler manufacturing assets to Coppus Engineering Corporation and was renamed Oakfabco, Inc. In March 1988, this Court confirmed Oakfabco’s second amended chapter 11 plan of reorganization (the “1988 Plan”). Although the 1988 Plan included terms which attempted to address the Debtor’s liability to claimants who had claims for asbestos-related diseases prior to the confirmation of that Plan, Kewanee did not take any steps in the 1988 Plan to limit its liability to claimants who might assert such claims *after* confirmation of that plan.

8. Since confirmation of the 1988 Plan, claimants have continued to file claims against the Debtor seeking money damages for personal injury and wrongful death alleged as a result of exposure to asbestos-containing products allegedly manufactured or sold by the Debtor or a predecessor in interest (the “Asbestos Claims”). As of the commencement of this Chapter

11 Case, the Debtor estimates that there are approximately 3,400 active Asbestos Claims and over 30,000 inactive Asbestos Claims outstanding against the Debtor.

9. Since 2010, resolution of the Asbestos Claims has been handled exclusively by the insurance companies that issued policies that provide coverage for Asbestos Claims, including Affiliated FM Insurance Company, New England Reinsurance Company, and the CNA Companies (the “Settling Insurers”).

10. After years of covering the Debtor’s defense and indemnity costs relating to the Asbestos Claims, prior to the Petition Date, the Settling Insurers advised Oakfabco that coverage for defense costs is or soon would be exhausted. Apart from insurance or insurance settlement proceeds, the Debtor has no resources to defend any Asbestos Claims.

11. Absent the ability to defend Asbestos Claims, the Debtor’s remaining insurance asset -- the remaining value of the Policies -- would be subject to a “race to the courthouse” by claimants, with those obtaining judgments against the Debtor first being the only ones likely to benefit from the remaining insurance -- to the detriment of all other asbestos claimants. As a result, in consultation with its counsel, the Debtor determined that it is in the best interests of the Debtor and its asbestos-related creditors for the Debtor to monetize its remaining insurance via settlement and file this Chapter 11 Case to effect a fair and efficient distribution of the insurance settlement proceeds to those creditors.

#### **CNA Companies’ Insurance**

12. The Debtor is the policyholder under various insurance policies issued by the CNA Companies that provide coverage for Asbestos Claims. The policies issued by the CNA Companies to Oakfabco include the following, the existence of which is agreed by the CNA Companies and Oakfabco (the “Known Policies”):

Policy Number	Policy Period
RDU 804 32 93	February 26, 1970-February 26, 1971
RDU 804 34 63	February 26, 1971-February 26, 1972
RDU 805 13 81	March 1, 1972-March 1, 1973
RDU 186 26 28	March 1, 1976-March 1, 1977
RDU 365 29 81	March 1, 1977-March 1, 1978

13. As of the Petition Date, the remaining available limits of the Known Policies applicable for indemnity of Asbestos Claims was approximately \$9,203,422.00.<sup>2</sup>

14. In addition to the Known Policies, after reasonable due diligence, Oakfabco believes that the CNA Companies may have issued to Oakfabco two other policies, in the aggregate limit of \$4,000,000 each, that might provide coverage for Asbestos Claims (the “Alleged Policies”). The CNA Companies dispute Oakfabco’s allegations regarding the existence of the Alleged Policies and their application to Asbestos Claims. (The Known Policies and the Alleged Policies are referred to collectively herein as the “Policies”).

#### **SUMMARY OF THE CNA COMPANIES SETTLEMENT AGREEMENT**

15. The CNA Companies Settlement Agreement resolves all claims of the Debtor against the CNA Companies and can be summarized as follows:<sup>3</sup>

- a. The Debtor agrees to sell to the CNA Companies and the CNA Companies agree to purchase the Policies free and clear of all liens, encumbrances, and interests in those Policies pursuant to Sections 363(f) and (m) of the Bankruptcy Code.

---

<sup>2</sup> The remaining available limits of the Known Policies applicable for indemnity of Asbestos Claims may vary in an immaterial amount based on the Debtor’s diligence in confirming the final loss runs.

<sup>3</sup> This is a summary only. Reference should be made to the complete CNA Companies Settlement Agreement attached hereto as Exhibit A. The terms of the CNA Companies Settlement Agreement shall supersede the terms of this summary in all instances.

- b. The CNA Companies agree to pay a total of \$9,783,079.80, of which (i) \$450,000 already was paid to the Debtor's estate, and another \$450,000 will be paid to the Estate within thirty (30) days of the date on which this Motion is filed; and (ii) \$8,883,079.80 will be payable within thirty (30) days of the Approval Date.
- c. Oakfabco and all its past, present and future directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint ventures, predecessors, successors, beneficiaries and assigns, each agree to provide a broad release to the CNA Companies (as defined in the CNA Companies Settlement Agreement) and their past, present, and future and direct and indirect directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parents, affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, beneficiaries, and assigns, acting in their respective capacities as such.
- d. The CNA Companies and their past, present, and future and direct and indirect directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parents, affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, beneficiaries, and assigns, acting in their respective capacities as such, each agree to provide a broad release to Oakfabco and all its past, present and future directors, officers, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint ventures, predecessors, successors, beneficiaries and assigns.
- e. Oakfabco agrees that any Chapter 11 plan proposed by Oakfabco shall provide for a third party injunction that bars assertion against the CNA Companies of Asbestos Claims and/or of any Claim released under the CNA Companies Settlement Agreement, including but not limited to Direct Action Claims.
- f. The CNA Companies will receive the benefit of an injunction pursuant to Sections 105(a) of the Bankruptcy Code in the order approving the CNA Companies Settlement Agreement to give effect to the free and clear sale of the Policies under Sections 363(f) and (m) of the Bankruptcy Code.

16. Oakfabco believes that its settlement with the CNA Companies is fair and equitable and in the best interests of its estate. The \$9,783,079.80 in proceeds from the CNA Companies pursuant to the CNA Companies Settlement Agreement will enable the Debtor to arrange for an orderly distribution of those monies (other than that portion needed to fund the administration of this Chapter 11 Case) to claimants who are asserting Asbestos Claims against

Oakfabco, while avoiding the costs of litigating or otherwise resolving the parties' dispute over the applicability and availability of the coverage for Asbestos Claims under the Policies, particularly the Alleged Policies.

### **BASIS FOR RELIEF**

#### **A. Assumption of the CNA Companies Settlement Agreement Under Bankruptcy Code Section 365**

17. Section 365(a) of the Bankruptcy Code provides, in relevant part, that a debtor "may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). A debtor's sale of its assets should be authorized pursuant to Section 363 of the Bankruptcy Code as long as a sound business purpose exists for doing so. *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2d Cir. 1983). Courts routinely approve motions to assume, assume and assign, or reject executory contracts or unexpired leases upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (stating that Section 365 is traditionally subject to the "business judgment" standard).

18. Once a debtor articulates a valid business justification for the sale of its assets, there "is a presumption 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 was in the best interests of the company." *In re S.N.A. Nut Co.*, 186 B.R. 98 (Bankr. N.D. Ill. 1995); *see also In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992); *Priddy v. Edelman*, 679 F. Supp. 1425, 1434 (E.D. Mich. 1988), *aff'd* 883 F.2d 438 (6th Cir. 1989) ("the 'business judgment rule' creates a presumption that directors have acted in accordance with their fiduciary obligations on an informed basis, in good faith and in the honest belief that the action was in the best interests

of the company”); *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) (“a presumption of reasonableness attaches to a Debtor’s management decisions.”).

19. The approval of the CNA Companies Settlement Agreement is an important element of the Debtor’s efforts in this Chapter 11 Case. As indicated above, the settlement provides significant proceeds to the estate, without requiring the Debtor to incur expense to litigate any disputes with the CNA Companies, particularly as to the existence, availability and applicability of the Alleged Policies. Moreover, the CNA Companies Settlement Agreement allows the Debtor to effect a fair and efficient distribution of the settlement proceeds to its asbestos creditors. Thus, the Debtor believes that the assumption of the CNA Companies Settlement Agreement is an exercise of its sound business judgment.

**B. Approval of the CNA Companies Settlement Agreement Under Bankruptcy Rule 9019**

20. Bankruptcy Rule 9019 provides that “[o]n motion by the trustee [or debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). Compromises are a normal part of the bankruptcy process. *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). As a matter of policy, compromises and settlements are favored in order to minimize litigation and expedite administration of the estate. *Meyers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996); *In re A & C Properties*, 784 F.2d 1377, 1381 (9th Cir. 1986); accord *In re Heissinger Resources Ltd.*, 67 B.R. 378, 383 (C.D. Ill. 1986) (“the bankruptcy court is to consider that the law favors compromise.”).

21. The decision to approve a settlement is within a bankruptcy court’s discretion. See *Depoister v. Mary M. Holloway Foundation*, 36 F.3d 582, 586-87 (7th Cir. 1994) (applying the abuse of discretion standard to affirm the bankruptcy court’s approval of a settlement). A



settlement should be approved if it is fair and equitable and in the best interests of the bankruptcy estate. *Id.* at 586; *In re Energy Co-op., Inc.*, 886 F.2d 921, 927 (7th Cir. 1989); *LaSalle Nat'l Bank v. Holland (In re Am. Reserve Corp.)*, 841 F.2d 159, 161-62 (7th Cir. 1987) (explaining same and instructing that any distinction between the “best interests of the estate” and the “fair and equitable” standards is of little consequence).

22. In determining whether a proposed settlement is fair and equitable, neither an evidentiary hearing nor a rigid mathematical analysis is required. *Depoister*, 36 F.3d at 586, 588 (evidentiary hearing not required); *In re Energy Co-op.*, 886 F.2d at 928-29 (rigid mathematical analysis of settlement values not required); *In re Am. Reserve Corp.*, 841 F.2d at 163 (minitrial not required). Rather, the court must determine whether the proposed compromise falls within the reasonable range of litigation possibilities. *In re Energy Co-op.*, 886 F.2d at 929; *In re Rimsat, Ltd.*, 224 B.R. 685, 688 (Bankr. N.D. Ind. 1997) (the court is required only “to canvas the issues in order to determine whether the settlement falls below the lowest point in the range of reasonableness.”).

23. Relevant factors a bankruptcy court should consider include: (a) the litigation’s probability of success; (b) the litigation’s complexity; and (c) the litigation’s attendant expense, inconvenience, and delay (including the possibility that disapproving the settlement will cause wasting of assets). *In re Am. Reserve Corp.*, 841 F.2d at 161-62.

24. A bankruptcy court may also apply weight to a debtor’s business judgment that the proposed settlement should be approved. *See Depoister*, 36 F.3d at 587; *In re Hessinger Resources Ltd.*, 67 B.R. at 383 (“the bankruptcy judge and the district court also may give weight to the opinions of the trustee, the parties and their attorneys.”).

25. The consummation of the CNA Companies Settlement Agreement will resolve and thereby eliminate the dispute between the Debtor and the CNA Companies over the existence, availability and applicability of the Alleged Policies to Asbestos Claims. It makes the proceeds of the settlement (even in respect of the Known Policies) more immediately accessible than had the Debtor litigated with the CNA Companies or awaited the normal delays attendant to the tort system, and facilitates the fair and efficient distribution of proceeds to the Debtor's asbestos creditors. The settlement with the CNA Companies thus meets the requirements of Bankruptcy Rule 9019, the *TMT* case, and the applicable precedents in the Seventh Circuit.

**C. Sale of Insurance Policies to the CNA Companies Under Bankruptcy Code Section 363**

26. Section 363(b)(1) of the Bankruptcy Code provides that a debtor-in-possession may sell property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). Courts have recognized that insurance policies are property of a debtor's estate, which may be sold with court approval under Section 363 of the Bankruptcy Code. *See, e.g., MacArthur Co. v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 837 F.3d 89, 92-93 (2d Cir. 1988) (because numerous courts have determined that a debtor's insurance policies are property of the estate, court authorized a settlement of the debtor's insurance coverage claims pursuant to the court's authority to approve the sale of the debtor's property); *Estate of Lellock v. Prudential Ins. Co.*, 811 F.2d 186, 189 (3d Cir. 1987) (same).

27. Section 363(f) of the Bankruptcy Code provides that the debtor-in-possession may sell property "free and clear of any interest in such property of an entity other than the estate" if at least one of the several conditions enumerated in Section 363(f) is satisfied. *See* 11 U.S.C. § 363(f)(1)-(5). Section 363(f) authorizes a sale free and clear of "interests," not merely liens, and thus permits a sale of property free and clear of all claims and interests of any entity that "are

derivative of the debtor's rights in that property.” *In re Dow Corning Corp.*, 198 B.R. 214, 244 (Bankr. E.D. Mich. 1996).

28. The Policies may be sold free and clear of all liens, encumbrances and other interests of any entity. Pursuant to section 363(f) of the Bankruptcy Code, a debtor's assets may be sold free and clear of any and all liens, claims, interests and other encumbrances if any one of the following conditions are satisfied: (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f). In this instance, the Policies may be sold free and clear of all Interests pursuant to sections 363(f)(2), (f)(4) or (f)(5) of the Bankruptcy Code.

29. Entities who receive notice of the CNA Companies Settlement Agreement and fail to object should be deemed to have consented to the CNA Companies Settlement Agreement for purposes of section 363(f)(2) of the Bankruptcy Code. *See, e.g., FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 285 (7th Cir. 2002) (in context of section 363(f), “lack of objection (provided of course there is notice) counts as consent”); *In re James*, 203 B.R. 449, 453 (Bankr. W.D. Mo. 1997 (section 363(f)(2) satisfied where secured creditor had notice and failed to object to proposed sale and thus “implicitly conveyed its consent to the sale”); *In re Elliot*, 94 B.R. 343, 345-46 (E.D. Pa. 1988) (implied consent sufficient to authorize section 363(f)(2) sale; consent implied from non-debtor that “received notice of the proposed sale and also admits that it did not file any timely objection”). Non-objectors should be deemed to have consented to the sale for purposes of section 363(f)(2) of the Bankruptcy Code.

30. To the extent, if any, objections are filed, the Policies may be sold free and clear of all Claims and Interests pursuant to either section 363(f)(4) or section 363(f)(5) of the Bankruptcy Code. A sale free and clear is appropriate under section 363(f)(4) because the interests of the holders of such claims plainly are “in *bona fide* dispute” here. *See In re Johns-Manville Corp.*, 837 F.2d at 93 (holding that vendors’ alleged rights under certain endorsements for indemnity for asbestos claims was in *bona fide* dispute because a dispute existed as to whether “the product liability limits on the policies to which the vendor endorsements attach have been exhausted”). In particular, to the extent an objector is asserting the right as an insured under the Policies, the Debtor disputes the interest of such entity as an insured under the Policies. To the extent an objector is an asbestos plaintiff asserting a right to recover directly from the CNA Companies under the Policies, the Debtor has not conceded that any particular asbestos claim is valid at all or in the amounts sought by the claimant and expects that it or the liquidating trust will challenge or deny certain claims due to lack of proof. Accordingly, the interest of any objector in the Policies is in dispute. The bottom line is that there are a number of actual unresolved “disputes” with respect to the Claims and Interests that makes § 363(f)(4) of the Bankruptcy Code applicable to a sale of the Policies.

31. Moreover, under section 363(f)(5) of the Bankruptcy Code, holders of Asbestos Claims could be compelled to accept a money satisfaction for their interests. Indeed, the potential right to a money satisfaction is likely the *only* interest such Claim or interest holders could have in the Policies. For this reason, courts have approved the sale of insurance policies free and clear of asbestos claims pursuant to section 363(f)(5) of the Bankruptcy Code. *See, e.g., In re Thorpe Insulation Co.*, No. 07-19271 (BB) (Bankr. C.D. Cal. Nov. 25, 2008); *In re Burns and Roe Enters., Inc.*, Case No. 00-41610 (RG) (Bankr. D.N.J. Feb. 17, 2005).

32. A debtor's sale of property outside the normal course should be authorized pursuant to Section 363 of the Bankruptcy Code as long as a sound business purpose exists for doing so. *See, e.g., In re Schipper*, 933 F. 2d at 515; *Stephens Indus.*, 789 F.2d at 390; *In re Lionel Corp.*, 722 F.2d at 1070-71.

33. The sale by the Debtor of the Policies to the CNA Companies, free and clear, is an integral part of the CNA Companies Settlement Agreement in exchange for which the Debtor and its asbestos creditors will receive the benefit of the \$9,783,079.80 that will be paid by the CNA Companies pursuant to that settlement agreement.

**NOTICE OF MOTION AND SETTLEMENT AGREEMENT**

34. The notice program relating to the Motion and the CNA Companies Settlement Agreement is set forth in the *Debtor's Motion for Entry of an Order (I) Scheduling a Hearing to Consider Motions to Approve Three Insurance Settlement Agreements, (II) Approving Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Doc. No. 64] (the "Procedures Motion"). The Procedures Motion contemplates that notice of this Motion and the hearing thereon will be mailed to the persons and entities, and published in such manner, as approved by the Court.

**NO PRIOR REQUEST**

35. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtor respectfully requests that the Court enter an order in the form attached hereto approving: (i) the assumption of the CNA Companies Settlement Agreement pursuant to Section 365(a) of the Bankruptcy Code; (ii) the sale, transfer, and conveyance by Oakfabco of its interest in the Policies to the CNA Companies, free and clear of any and all liens, claims, encumbrances, and interests of any kind or nature pursuant to Sections 363(b) and (m) of the Bankruptcy Code; and (iii) the completion of performance of the other terms and conditions of the CNA Companies Settlement Agreement, including the Debtor's agreement to provide the CNA Companies with the benefit of releases and injunctions under Sections 105(a) and 363 of the Bankruptcy Code.

Dated: September 11, 2015  
Chicago, Illinois

Respectfully submitted,

REED SMITH LLP

By: /s/ Stephen T. Bobo  
Stephen T. Bobo (IL Bar No. 6182054)  
10 S. Wacker Drive, 40<sup>th</sup> Floor  
Chicago, IL 60606  
Telephone: (312) 207-6480  
Facsimile: (312) 207-6400  
Email: sbobo@reedsmith.com

Paul M. Singer, Esq.  
Andrew J. Muha, Esq.  
225 Fifth Avenue, Suite 1200  
Pittsburgh, PA 15222  
Telephone: (412) 288-3131  
Facsimile: (412) 288-3063  
Email: psinger@reedsmith.com  
Email: amuha@reedsmith.com

*Proposed Counsel to Debtor and Debtor-in-Possession*