

ENTERED

September 21, 2024

Nathan Ochsner, Clerk

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

RED RIVER TALC LLC,¹

Debtor.

Chapter 11

Case No. 24-90505 (CML)

**ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS, NOTICING AND SOLICITATION AGENT****[Relates to Docket No. 19]**

The Court has considered the Debtor's application (the "Application")² to employ Epiq Corporate Restructuring, LLC as its claims, noticing and solicitation agent (the "Agent") in this Chapter 11 Case. The Court finds that ex parte relief is appropriate. The Court orders:

1. The Debtor is authorized to employ the Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.
2. The Agent is authorized and directed to perform the services as described in the Application, the Engagement Letter and this Order. If a conflict exists, this Order controls.
3. The Clerk shall provide the Agent with Electronic Case Filing ("ECF") credentials that allow the Agent to receive ECF notifications and file certificates and/or affidavits of service.
4. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim, if any, filed in this Chapter 11 Case. The Agent shall maintain the official Claims Register(s) in this Chapter 11 Case. The Agent must make complete copies of all proofs of claims, if any, available to the public electronically without charge. Proofs of Claims and all attachments may be redacted only as ordered by the Court.

¹ The last four digits of the Debtor's taxpayer identification number are 8508. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

² Capitalized terms used herein but not otherwise defined have the meanings given to them in the Application.

5. The Agent must not transmit or utilize the data obtained by the Agent in exchange for direct or indirect compensation from any person other than the Debtor.

6. The Agent shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

7. The Agent shall provide, if necessary, (i) an electronic interface for filing proofs of claim in this Chapter 11 Case; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

8. The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the services set forth in the Application and the Engagement Letter.

9. The Agent shall: (a) complete its reconciliation of prepetition fees and expenses actually incurred for the period prior to the Petition Date no later than the deadline set for retained professionals to file their first interim fee applications in the Chapter 11 Case; (b) make any adjustment to the amount of the Retainer, as described in the Application, on or about that date; and (c) disclose such adjustment to the Debtor. Subject to the foregoing adjustment, the Agent is authorized to apply any amount in excess of \$25,000 to its postpetition fees and expenses, consistent with any terms relating to the application of retainers in any order establishing procedures for interim compensation and reimbursement of expenses of retained professionals; provided however, that nothing herein shall subject the Agent to any such interim compensation order.

10. Notwithstanding anything to the contrary herein, the Agent may continue to hold the Retainer during the Chapter 11 Case until the termination of the Engagement Letter, as security for the Debtor's payment obligations under the Engagement Letter. Following the termination of the Engagement Letter, the Agent shall return to the Debtor any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

11. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtor, its counsel, the Office of the United States Trustee, counsel for any official committee, counsel for the legal representative for future talc claimants appointed in this case, and any party in interest who specifically requests service of the monthly invoices in writing.

12. The Agent shall not be required to file fee applications. Upon receipt of the Agent's invoices, the Debtor is authorized to compensate and reimburse the Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to the Agent will be treated as § 503(b) administrative expenses.

13. The Debtor shall indemnify the Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, the Agent is not indemnified for, and may not receive any contribution or reimbursement with respect to:

- (a) For matters or services arising before this Chapter 11 Case is closed, any matter or service not approved by an order of this Court.
- (b) Any matter that is determined by a final order of a Court of competent jurisdiction to arise from (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty, (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law, or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to In re Thermadyne Holdings Corp., 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.
- (c) This paragraph does not preclude the Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

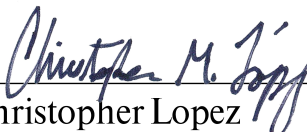
14. The Agent shall not cease providing services during the Chapter 11 Case for any reason, including nonpayment, without an order of the Court. In the event the Agent is unable to provide the services set out in this Order and/or the Engagement Letter, the Agent will immediately notify the Clerk and the Debtor's counsel and cause all original proofs of claim, if any, and data to be turned over to such persons as directed by the Court.

15. After entry of an order terminating the Agent's services, the Agent shall deliver to the Clerk an electronic copy in .pdf format of all proofs of claim, if any. Once the electronic copy has been received by the Clerk, the Agent may destroy all proofs of claim, if any, in its possession sixty (60) days after filing a Notice of Intent to Destroy on the Court's docket.

16. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

17. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order. The scope of the Agent's services may be altered only on further order of this Court.

Signed: September 21, 2024



Christopher Lopez
United States Bankruptcy Judge