

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
SOUTHEASTERN DIVISION

**In re:**

**BRIGGS & STRATTON  
CORPORATION, et al.**

**Debtors.**

Chapter 11

Case No. 20-43597

(Jointly Administered)

**Re: Docket No. 879**

**Obj. Deadline: September 21, 2020 at 5:00 p.m. (CT)**

**R.R. DONNELLEY & SONS COMPANY’S OBJECTION TO AMENDED  
NOTICE OF CURE COSTS AND PROPOSED ASSUMPTION  
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES IN CONNECTION WITH SALE**

R.R. Donnelley & Sons Company (together, “RRD”), by and through its undersigned counsel, hereby objects (the “Cure Objection”) to the proposed cure amounts for RRD’s executory contract listed in the *Amended Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale* (the “Cure Notice”).<sup>1</sup> In support of this Cure Objection, RRD respectfully states as follows:

**OBJECTION**

1. On July 20, 2020 (the “Petition Date”), the above-captioned debtors (the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with this Court. Since the Petition Date, the Debtors have continued to operate and manage their businesses as debtors and debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. Prior to the Petition Date, RRD and certain of the Debtors entered into a supply agreement dated August 1, 2015 (as amended, the “Contract”).

<sup>1</sup> Docket No. 879.



3. On September 14, 2020, the Debtors filed the Cure Notice, which lists \$910,731.41 as being past due under the Contract (the “Proposed Cure Amount”). However, as of the Petition Date, the total amount outstanding under the Contract is \$968,000 (the “Cure Amount”). RRD has continued to do business with the Debtors in the ordinary course following the Petition Date.

4. Prior to assumption of the Contract, the Debtors are required by section 365(b)(1) of the Bankruptcy Code to cure all outstanding defaults under the Contract and compensate RRD for any actual pecuniary loss. The Cure Amount represents the amounts past due as of the Petition Date under the Contract. The Cure Amount may increase prior to any actual assumption and assignment of the Contract.

5. Accordingly, RRD reserves the right to amend and/or supplement this Cure Objection, including, without limitation, to include additional amounts that arise or become known to RRD prior to assumption, to add or supplement objections to the Proposed Cure Amount or the Cure Notice, and to raise any additional objections to the assumption of the Contract.

6. In addition, RRD requests that any order approving the assumption and assignment of the Contract provides that any assignee will be responsible for all accrued, but unbilled charges under the Contract whether accruing prior to or after the effective date of assumption and assignment of the Contract when such charges become due in accordance with the terms of the Contract. This result is mandated by the requirement that the Debtors cure all arrears and that the Debtors provide adequate assurance of future performance under the terms of the Contract. *See* 11 U.S.C. § 365(b)(1).

**WHEREFORE**, RRD respectfully requests that the Court require the Debtors or the purchaser to pay RRD the Cure Amount as a condition to assumption of the Contract, and grant RRD such other and further relief as the Court deems just and proper.

Dated: New York, New York  
September 21, 2020

**KELLEY DRYE & WARREN LLP**

By: /s/ Eric R. Wilson  
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*Attorneys for R.R. Donnelly & Sons Company*

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing document was filed electronically on September 21, 2020 with the United States Bankruptcy Court for the Eastern District of Missouri and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List, and upon those parties listed on the annexed schedule via email or U.S. first class mail as indicated.

/s/ Eric R. Wilson  
Eric R. Wilson

**Service List**

<p><b>Debtors</b></p> <p>Briggs &amp; Stratton Corporation 12301 West Wirth Street Wauwatosa, Wisconsin 53222 Attn: Kathryn M. Buono, Esq.</p> <p><b>Via U.S. first class mail</b></p>	<p><b>Counsel for the Debtors</b></p> <p>Weil, Gotshal &amp; Manges LLP Attn: Ronit J. Berkovich, Esq., Debora A. Hoehne, Esq. Martha E. Martir, Esq. <a href="mailto:ronit.berkovich@weil.com">ronit.berkovich@weil.com</a> <a href="mailto:debora.hoehne@weil.com">debora.hoehne@weil.com</a> <a href="mailto:martha.martir@weil.com">martha.martir@weil.com</a> and Carmody MacDonald P.C Attn: Robert E. Eggmann, Esq. Christopher J. Lawhorn, Esq. Thomas H. Riske, Esq. <a href="mailto:ree@carmodymacdonald.com">ree@carmodymacdonald.com</a> <a href="mailto:cjl@carmodymacdonald.com">cjl@carmodymacdonald.com</a> <a href="mailto:thr@carmodymacdonald.com">thr@carmodymacdonald.com</a></p>
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<p><b>Counsel for the United States Trustee for the Eastern District of Missouri</b></p> <p>Attn: Sirena T. Wilson, Esq. <a href="mailto:sirena.wilson@usdoj.gov">sirena.wilson@usdoj.gov</a></p>	<p><b>United States Attorney's Office for the Eastern District of Missouri.</b> Attn: Jeffrey B. Jensen US Attorney 111 S. 10<sup>th</sup> Street 20<sup>th</sup> Floor Thomas Eagleton US Courthouse St. Louis, MO 63102</p> <p><b>Via U.S. first class mail</b></p>