

**IT IS ORDERED** as set forth below:



**Date: September 6, 2019**

Susan D. Barrett

United States Bankruptcy Judge  
Southern District of Georgia

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION**

IN RE:

FIBRANT, LLC, *et al.*,

Debtors.

FIBRANT, LLC, EVERGREEN NYLON  
RECYCLING LLC, FIBRANT SOUTH CENTER,  
LLC, GEORGIA MONOMERS COMPANY, LLC,  
CHEMICAINVEST HOLDINGS, B.V., and  
AUGUSTA LIQUIDATIONS, LLC,

Plaintiffs,

Chapter 11

Case No. 18-10274 (SDB)

(Jointly Administered)

Adversary Proceeding

No. 19-01016 (SDB)



v.

ACE PROPERTY & CASUALTY  
INSURANCE COMPANY, a corporation,  
UNITED STATES FIRE INSURANCE  
COMPANY, a corporation, CENTURY  
INDEMNITY COMPANY, a corporation,  
ADMIRAL INSURANCE COMPANY, a  
corporation, MT. MCKINLEY INSURANCE  
COMPANY, a corporation, COLUMBIA  
CASUALTY COMPANY, a corporation,  
CONTINENTAL CASUALTY COMPANY, a  
corporation, THE CONTINENTAL  
INSURANCE COMPANY, a corporation,  
CERTAIN UNDERWRITERS AT LLOYD'S,  
LONDON, a corporation, CERTAIN  
LONDON MARKET COMPANIES,  
corporations, STARR INDEMNITY &  
LIABILITY COMPANY, a corporation,  
BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY, a corporation,  
FIRST STATE INSURANCE COMPANY, a  
corporation, ALBA GENERAL INSURANCE  
COMPANY LIMITED, a corporation, THE  
DOMINION INSURANCE COMPANY  
LIMITED, a corporation, EXCESS INS. CO.  
TO HFPI LTD., a corporation,  
ASSICURAZIONI GENERALI SPA, a  
corporation, HELVETIA ACCIDENT SWISS  
INSURANCE COMPANY LIMITED, a  
corporation, LONDON AND EDINBURGH  
GENERAL INSURANCE COMPANY  
LIMITED, a corporation, RIVER THAMES  
INSURANCE COMPANY LIMITED, a  
corporation, STRONGHOLD INSURANCE  
COMPANY LIMITED, a corporation,  
HARPER INSURANCE LTD., a corporation,  
ARGONAUT NORTHWEST INSURANCE  
COMPANY, a corporation, DELTA-LLOYD  
NON-LIFE INSURANCE COMPANY  
LIMITED, a corporation, NATIONAL  
CASUALTY COMPANY, a corporation,  
NATIONAL CASUALTY COMPANY OF  
AMERICA LIMITED, a corporation,

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA, a  
corporation, LEXINGTON INSURANCE  
COMPANY, a corporation, THE NORTH  
RIVER INSURANCE COMPANY, a  
corporation, HOME INSURANCE  
COMPANY, a corporation, ALLSTATE  
INSURANCE, a corporation, PROTECTIVE  
NATIONAL INSURANCE COMPANY, a  
corporation, ZURICH INTERNATIONAL, a  
corporation, LIBERTY MUTUAL, a  
corporation,

Defendants.

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**ORDER GRANTING JOINT STIPULATED REQUEST  
TO EXTEND TIME FOR FILING**

On August 29, 2019, Plaintiffs and Defendant Insurers filed a stipulation stating that the parties are pursuing mediation of all disputes at issue in this action of *Fibrant, LLC, et al. v. ACE Property and Casualty Insurance Company, et. al.*, Bankr. S.D. Ga. No. 19-01016 (SDB), and are still finalizing the proposed structure and parameters of the mediation, including exchanging documents, selecting a mediator, and securing a date and time for a mediation, which will take place as soon as reasonably practicable. To that end, the parties request that the Court extend all deadlines in this action (including, without limitation, deadlines to file or respond to pleadings, motions and discovery requests, deadlines to make any mandatory disclosures under Fed. R. Civ. P. 26(a)(1) or any equivalent under the Federal Rules of Bankruptcy Procedure, deadlines to prepare or file any joint discovery plan or scheduling order) by a period of thirty (30) days, up through and including September 28, 2019.

Based on the foregoing and for good cause appearing, **IT IS HEREBY ORDERED**

**THAT:**

1. All deadlines in this action (including, without limitation, deadlines to file or respond to pleadings, motions and discovery requests, deadlines to make any mandatory disclosures under Fed. R. Civ. P. 26(a)(1) or any equivalent under the Federal Rules of Bankruptcy Procedure, deadlines to prepare or file any joint discovery plan or scheduling order) shall be extended by a period of thirty (30) days, up through and including September 28, 2019;
2. The time period during which the deadlines are extended or the fact of such extension shall not be used, cited or relied upon by any party in opposing any cause of action, claim, defense or other form of relief (including, without limitation, any motion to withdraw the reference, motion to abstain, or motion to join additional parties); and
3. This order is without prejudice to any Defendant Insurer's ability to dispute jurisdiction for this action.