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Proposed Special Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
GARRETT MOTION INC., <i>et al.</i> , ¹	:	Case No. 20-12212 (MEW)
	:	
Debtors.	:	Jointly Administered
	:	
-----X	:	

¹ The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kcellc.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle, Switzerland.



APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION FOR ENTRY OF AN ORDER AUTHORIZING RETENTION AND EMPLOYMENT OF QUINN EMANUEL URQUHART & SULLIVAN LLP AS SPECIAL COUNSEL PURSUANT TO BANKRUPTCY CODE SECTIONS 327(e), 328(a), AND 1107(b), *NUNC PRO TUNC* TO THE PETITION DATE AND NOTICE OF OPPORTUNITY FOR HEARING

The above-captioned debtors and debtors in possession (the “Debtors”) respectfully state as follows in support of this application (this “Application”):²

Relief Requested

1. The Debtors seek entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**: (a) approving the employment and retention of Quinn Emanuel Urquhart & Sullivan LLP (“Quinn Emanuel”) as special counsel in connection with the adversary proceeding titled *Garrett Motion Inc., et al. v. Honeywell International Inc., et al.*, Adv. Pro. No. 20-1223 (the “Honeywell Action”), and any claims, defenses, appeals, contested matters, or other proceedings, or portions of any of the foregoing, arising in or relating to that action or to any claims that Honeywell International Inc. and its affiliates (collectively, “Honeywell”) has or may assert against the bankruptcy estates or that may be asserted by the bankruptcy estates against Honeywell (collectively the “Honeywell Claims”); and (b) granting related relief. In support of this Application, the Debtors rely upon and incorporate by reference the declaration of Matthew Scheck, a partner of Quinn Emanuel (the “Scheck Declaration”), attached hereto as **Exhibit B**, and the declaration of Jerome P. Maironi (the “Maironi Declaration”), attached hereto as **Exhibit C**.

² The detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Sean Deason in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [ECF 15] (the “First Day Declaration”), filed contemporaneously with the Debtors’ voluntary chapter 11 petitions on September 20, 2020 (the “Petition Date”). Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to them in the First Day Declaration or as later defined herein, as applicable.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference*, dated January 31, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are Bankruptcy Code sections 327(e), 328(a), and 1107(b), Bankruptcy Rules 2014(a) and 2016(a), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of New York (the “Local Bankruptcy Rules”).

Background

5. Garrett Motion Inc. (“Garrett Motion” and, together with its direct and indirect subsidiaries, the “Company”) designs, manufactures, and sells highly engineered turbocharger, electric-boosting, and connected vehicle technologies. First Day Declaration ¶ 1.

6. Garrett Motion is a Delaware corporation established in 2018, and is listed on the New York Stock Exchange under the ticker “GTX.” *Id.* ¶¶ 2-3, 10. Garrett Motion’s headquarters are located in Rolle, Switzerland. *Id.*

7. The Company was spun-off (the “Spin-Off”) by its prior owner, Honeywell, in October 2018. *Id.* ¶ 3. Honeywell caused the Company, a part of the Spin-Off, to issue approximately \$1.6 billion of new third-party indebtedness to fund a \$1.6 billion cash distribution to Honeywell. *Id.* Honeywell also caused an important subsidiary of the Company (Garrett

ASASCO Inc., or “ASASCO”) to enter into an extraordinary 30-year indemnity contract, with payments up to a maximum of \$5.25 billion, to reimburse Honeywell for legacy asbestos exposure arising from other Honeywell businesses (the “Indemnity Agreement”). *Id.* Since the Spin-Off, the Company has struggled with the capital structure Honeywell foisted upon it, which is not sustainable and puts the Company at a substantial disadvantage to its competitors. *Id.*

8. The Company retained Quinn Emanuel to, among other things, review the Indemnity Agreement, the Spin-Off, and related potential defenses and causes of action. *Id.* ¶ 56. Throughout 2019, the Company attempted to negotiate with Honeywell regarding, among other things, the terms of the Indemnity Agreement and the lack of information being provided by Honeywell with respect to the underlying asbestos liabilities that the Company was being forced to indemnify. *Id.* The Company attempted to mediate its dispute with Honeywell in September 2019, but that mediation was unsuccessful. *Id.*

9. On December 2, 2019, Garrett Motion and ASASCO commenced the Honeywell Action in New York Supreme Court against Honeywell and certain of its officers for declaratory judgment, breach of contract, breach of fiduciary duties, aiding and abetting breach of fiduciary duties, corporate waste, breach of the implied covenant of good faith and fair dealing, and unjust enrichment. *Id.* ¶ 57. The Honeywell Action seeks to establish, among other things, that the financial obligations and the affirmative and negative covenants under the Indemnity Agreement are not enforceable, in whole or in part. *Id.*

10. On the Petition Date, each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No creditors’ committee, trustee or examiner has been appointed in the Debtors’ cases. Joint

administration of these chapter 11 cases was authorized by the Court by entry of an order on September 21, 2020.

11. On September 23, 2020, Garrett Motion and ASASCO removed the Honeywell Action to the Southern District of New York. The Honeywell Action was subsequently referred to this Court. The Debtors are currently evaluating additional claims that may be raised in the Honeywell Action.

Quinn Emanuel's Qualifications

12. The Debtors seek to retain Quinn Emanuel in connection with the Honeywell Action and any other Honeywell Claims. Quinn Emanuel has significant experience in, among other areas, complex financial litigation and restructurings. Quinn Emanuel lawyers have represented and advised the spectrum of constituents in chapter 11 cases and related proceedings, including debtors, committees, secured and unsecured creditors, independent or disinterested directors, special committees, shareholders, and others, and in particular have significant experience litigating actions in connection with chapter 11 cases.³

13. Since its engagement, Quinn Emanuel has become familiar with the Debtors and various aspects of their financial affairs and reorganization, particularly as they relate to the Honeywell Claims. As noted, Quinn Emanuel filed the Honeywell Action on behalf of two of the Debtors. The Debtors thus believe that Quinn Emanuel is well-qualified to render legal services to the Debtors in connection with the Honeywell Claims in an efficient and timely manner.

³ Quinn Emanuel has had significant positions in major cases both in and outside of this District, including *Ditech Holding Corporation*, *Residential Funding Company, LLC*, *Toys "R" Us, Inc.*, *Motors Liquidation Company, f/k/a General Motors Corporation*, *Peabody Energy Corporation*, *Alpha Natural Resources, Inc.*, *China Fishery Group Limited (Cayman)*, *DPH Holdings Corp.*, *UTGR, Inc. (d/b/a Twin River)*, *Lehman Brothers Holdings, Inc.*, *Nortel Networks, Inc.*, *Dynegy Holdings LLC*, *Fisker Automotive, Inc.*, *RadioShack Corporation*, *Velo Holdings, Inc.*, *SemGroup, L.P.*, *American Home Mortgage Holdings, Inc.*, *Buffets, Inc.*, *New Stream Secured Capital, L.P.*, *Enron Corp.*, *Safety-Kleen Corp.*, *RCN Corp.*, *Adelphia Communications Corp.*, *Orexigen Therapeutics, Inc.*, *Mirant Corp.*, *Tower Automotive, Inc.*, and *Fruit of the Loom, Inc.*

Services to be Provided

14. The Debtors request authority to retain Quinn Emanuel in connection with the Honeywell Claims, including prosecution of the Honeywell Action.

Professional Compensation

15. Subject to this Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Local Rules and other procedures that may be fixed by the Court, the Debtors request that Quinn Emanuel be compensated on an hourly basis and that Quinn Emanuel receive reimbursement of actual and necessary expenses incurred in connection with its representation of the Debtors in these cases. Further, Quinn Emanuel intends to apply for compensation for professional services rendered in connection with these chapter 11 cases, subject to this Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable orders issued by this Court, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Quinn Emanuel in connection with these cases.

16. Quinn Emanuel informed the Debtors that, subject to this Court's approval, it will bill at its standard hourly rates, which currently are: \$745 to \$1,595 for partners; \$625 to \$1,270 for associates, counsel, and other attorneys; and \$355 to \$525 for law clerks and legal assistants.

17. The Debtors believe these rates are consistent with market rates for comparable services, and have been informed that Quinn Emanuel sets its hourly rates on an annual basis. These hourly rates are subject to periodic adjustments (typically on September 1st of each year) to reflect economic and other conditions. Quinn Emanuel will provide ten (10) business days' notice of any rate increases to the Debtors, the U.S. Trustee, and the Official Committee of Unsecured Creditors.

18. Quinn Emanuel will maintain detailed records of actual and necessary costs and expenses incurred in connection with the legal services it provides to the Debtors. The Debtors understand that Quinn Emanuel is customarily reimbursed for all expenses incurred in connection with the representation of a client in a given matter, including, but not limited to, photocopying services, printing, delivery charges, filing fees, postage, travel costs, “working” meals, and computer research. Quinn Emanuel’s expenses may also include the fees and expenses of experts retained in connection with the Honeywell Claims.

19. During the 90-day period prior to the Petition Date, the Debtors paid Quinn Emanuel the following amounts:

Receipt Date	Amount
7/7/2020	\$167,601.96
8/5/2020	\$530,779.12
8/24/2020	\$615,142.58
9/4/2020	\$359,899.31
9/14/2020	\$412,152.84
9/14/2020	\$681,301.32
9/18/2020	\$132,231.02

20. The payments that Quinn Emanuel received on September 14, 2020 included a retainer for Quinn Emanuel to hold as security for payment of its fees and expenses in the amount of \$250,000. As of the Petition Date, Quinn Emanuel holds as security for payment of its fees and expenses a retainer in the amount of \$168,807.98.

21. Pursuant to Bankruptcy Rule 2016(b), Quinn Emanuel has neither shared nor agreed to share any compensation it has received or may receive with any other party or person,

other than with partners, counsel, associates and contract attorneys associated with Quinn Emanuel or any compensation another person or party has received or may receive.

22. The Debtors have agreed to pay Quinn Emanuel for the legal services rendered or to be rendered by their attorneys and other personnel in connection with these chapter 11 cases on the Debtors' behalf. The Debtors have also agreed to reimburse Quinn Emanuel for its actual and necessary expenses incurred in connection with these chapter 11 cases. The Debtors will review prospective budgets and staffing plans to be submitted by Quinn Emanuel on a monthly basis during these chapter 11 cases, and will have a full opportunity to review all of Quinn Emanuel's fees and expenses as set forth in the monthly and interim fee applications to be submitted by Quinn Emanuel to the Court.

No Adverse Interest

23. To the best of the Debtors' knowledge, as described in the Scheck Declaration, Quinn Emanuel does not represent or hold any interest adverse to the Debtors or their respective estates with respect to matters on which Quinn Emanuel is to be retained.

24. Quinn Emanuel will periodically review its files during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Quinn Emanuel will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

No Duplication of Services

25. The Debtors believe that the services provided by Quinn Emanuel will not duplicate the services that other professionals will be providing to the Debtors in these chapter 11 cases. The Debtors will coordinate with Quinn Emanuel and the Debtors' other professionals to minimize

unnecessary duplication of efforts among the Debtors' professionals. Quinn Emanuel will not act as the Debtors' general bankruptcy counsel in these chapter 11 cases.

Basis for Relief

26. Retention pursuant to Bankruptcy Code section 327(e) is appropriate given the specific scope of the proposed retention and Quinn Emanuel's prepetition representation. Section 327(e) provides that, subject to court approval, a debtor:

may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C § 327(e).

27. Moreover, Bankruptcy Code section 1107(b) provides that a person is not disqualified for employment under section 327 by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case. 11 U.S.C. § 1107(b).

28. Retention of an attorney under section 327(e) does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under section 327(a). *See Meespierson Inc. v. Strategic Telecom Inc.*, 202 B.R. 845, 847 (D. Del. 1996) ("[S]pecial counsel employed under [section] 327(e) need only avoid possessing a conflict of interest concerning the matter at hand."). Nevertheless, the phrase "does not represent or hold any interest adverse to the debtor or to the estate" requires a determination of "all relevant facts surrounding the debtors' case, including, but not limited to, the nature of the debtor's business, all foreseeable employment of special counsel, [and] the expense of replacement counsel" *In re Woodworkers Warehouse, Inc.*, 323 B.R. 403, 406 (D. Del. 2005). In general, however, subject to the requirements of sections 327 and 1107, a debtor in possession is entitled to the counsel of its choosing. *In re Vouzianas*,

259 F.3d 103, 108 (2d Cir. 2001) (observing that “[o]nly in the rarest cases should the trustee be deprived of the privilege of selecting his own counsel”).

A. Quinn Emanuel’s Retention Is Necessary and Is in the Best Interests of the Debtors’ Estates.

29. The Debtors believe that it is in the best interests of the Debtors’ estates to retain Quinn Emanuel as special counsel, in light of Quinn Emanuel’s qualifications, its experience in bankruptcy litigation generally, and its prepetition role in the Honeywell Action. Indeed, if the Debtors are required to retain different counsel to replace Quinn Emanuel in connection with the Honeywell Claims, the Debtors will need to find, educate, and integrate new counsel in these matters, and expend significant resources in doing so, rather than devoting their time and focus to their reorganization efforts and the Honeywell Claims. In this respect, retaining Quinn Emanuel will avoid unnecessary administrative expenses and delays, result in cost efficiencies, and provide valuable assistance to the Debtors’ efforts to reorganize.

B. Quinn Emanuel Neither Holds Nor Represents any Interest Adverse to the Debtors.

30. Except as set forth herein and in the Scheck Declaration, partners, counsel, and associates of Quinn Emanuel, to the best of the Debtors’ knowledge, information, and belief, do not represent, and do not hold, any interest adverse to the Debtors or their estates, their creditors, or equity security holders, their respective attorneys and accountants, the U.S. Trustee, any person employed by the Office of the U.S. Trustee, or any other party in interest in these chapter 11 cases in the matters for which Quinn Emanuel is to be retained.

31. Moreover, the lawyers and staff expected to provide services to the Debtors on behalf of Quinn Emanuel are not related to the U.S. Trustee assigned to these cases, any person employed in the Office of the U.S. Trustee, or the Bankruptcy Judge presiding over these cases.

32. The Scheck Declaration also demonstrates that although Quinn Emanuel represents and has represented several of the Debtors' creditors and affiliates of the Debtors' creditors, those matters are not substantially related to the Debtors' bankruptcy cases; the representation is of an affiliate; the representation has concluded; and/or the representations and the claims of those creditors are immaterial and *de minimus*.

Notice

33. No creditors' committee has been appointed in these Chapter 11 Cases. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the Southern District of New York; (b) counsel to Citibank, N.A., as administrative agent under the DIP credit facility, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com) and Candace M. Arthur, Esq. (candace.arthur@weil.com); (c) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the Debtors' prepetition credit facility, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, Attn: Kristopher M. Hansen (khansen@stroock.com), Jonathan D. Canfield (jcanfield@stroock.com), Joanne Lau (jlau@stroock.com) and Alexander A. Fraser (afraser@stroock.com); (d) counsel to the ad hoc group of lenders under the Debtors' prepetition credit facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Steven A. Domanowski (sdomanowski@gibsondunn.com) and Matthew G. Bouslog (mbouslog@gibsondunn.com); (e) counsel to the ad hoc group of bondholders, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Matthew M. Roose (matthew.roose@ropesgray.com) and Mark I. Bane (mark.bane@ropesgray.com); (f) counsel to KPS Capital Partners, LP, as stalking horse bidder, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick (brian.resnick@davispolk.com) and Joshua Y. Sturm (joshua.sturm@davispolk.com); (g)

the parties identified on the Debtors' consolidated list of 30 largest unsecured creditors; and (h) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

34. No prior application for the relief sought herein has been made to this or any other court.

Conclusion

WHEREFORE, for the reasons set forth herein, in the Scheck Declaration, and in the Maironi Declaration, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: New York, New York
September 30, 2020

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: /s/ Matthew Scheck

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*Proposed Special Counsel to the Debtors and
Debtors-in-Possession*

Exhibit A

Proposed Order

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Proposed Special Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11
	: :
GARRETT MOTION INC., <i>et al.</i> , ⁴	: Case No. 20-12212 (MEW)
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Debtors.	: Jointly Administered
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⁴ The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

**ORDER GRANTING APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION
FOR ENTRY OF AN ORDER AUTHORIZING RETENTION AND EMPLOYMENT OF
QUINN EMANUEL URQUHART & SULLIVAN LLP AS SPECIAL COUNSEL
PURSUANT TO BANKRUPTCY CODE SECTIONS 327(e), 328(a), AND 1107(b) , *NUNC
PRO TUNC* TO THE PETITION DATE AND NOTICE OF OPPORTUNITY FOR
HEARING**

Upon the application (the “Application”)⁵ of the above captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to employ and retain Quinn Emanuel Urquhart & Sullivan LLP (“Quinn Emanuel”) as special counsel in connection with the adversary proceeding titled *Garrett Motion, Inc. et al. v. Honeywell International Inc. et al.*, Adv. Pro. No. 20-1223 (the “Honeywell Action”), and any claims, defenses, appeals, contested matters, or other proceedings, or portions of the foregoing, arising in or relating to that action or any claims that Honeywell International Inc. and its affiliates (collectively “Honeywell”) have or may assert against the bankruptcy estates or that may be asserted by the bankruptcy estates against Honeywell (collectively the “Honeywell Claims”); and (b) granting related relief, all as more fully set forth in the Application; and upon the Scheck Declaration attached as **Exhibit B** to the Application; and upon the Maironi Declaration attached as **Exhibit C** to the Application; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference dated January 31, 2012, and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Application

⁵ Capitalized terms used in this Order but not immediately defined have the meanings given to them in the Application.

and opportunity for a hearing on the Application were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth in this Order.
2. Pursuant to Bankruptcy Code sections 327(e), 328(a), and 1107(b), Debtors are hereby authorized to retain Quinn Emanuel as special counsel on the terms set forth in the Application and the Scheck Declaration, effective *nunc pro tunc* to the Petition Date.
3. Quinn Emanuel shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.
4. Quinn Emanuel shall be compensated for fees and reimbursed for reasonable and necessary expenses and will file interim and final fee applications for allowance of its compensation and expenses in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Amended Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010, the Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York, dated January 29, 2013 (General Order M-447), and any orders entered in these chapter 11 cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred.

5. Prior to the implementation of any increases in the hourly rates set forth in the Application and the Scheck Declaration, Quinn Emanuel shall file a supplemental declaration with this Court and provide ten (10) business days' notice to the Debtors, the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, which declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to such rate increases. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and this Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Quinn Emanuel shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first order of the Court awarding fees and expenses to Quinn Emanuel.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

8. To the extent that this Order is inconsistent with the Application, the terms of this Order shall govern.

9. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: _____
New York, New York

United States Bankruptcy Judge

Exhibit B

Scheck Declaration

Susheel Kirpalani
Michael B. Carlinsky
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Proposed Special Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11
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GARRETT MOTION INC., <i>et al.</i> , ⁶	: Case No. 20-12212 (MEW)
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Debtors.	: Jointly Administered
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⁶ The last four digits of Garrett Motion Inc.'s taxidentification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal taxidentification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

**DECLARATION OF MATTHEW SCHECK IN SUPPORT OF APPLICATION OF
DEBTORS AND DEBTORS IN POSSESSION FOR ENTRY OF AN ORDER
AUTHORIZING RETENTION AND EMPLOYMENT OF QUINN EMANUEL
URQUHART & SULLIVAN LLP AS SPECIAL COUNSEL PURSUANT TO
BANKRUPTCY CODE SECTIONS 327(e), 328(a), AND 1107(b), *NUNC PRO TUNC* TO
THE PETITION DATE AND NOTICE OF OPPORTUNITY FOR HEARING**

I, Matthew Scheck, hereby state as follows:

1. I am admitted to practice law in the State of New York and the Southern District of New York. I am a partner at the firm of Quinn Emanuel Urquhart & Sullivan, LLP (“Quinn Emanuel”). I submit this declaration (the “Declaration”) in connection with the application (the “Application”)⁷ of the Debtors to retain and employ Quinn Emanuel as special counsel in connection with the Honeywell Claims, *nunc pro tunc* to the Petition Date. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Quinn Emanuel’s Qualifications

2. Quinn Emanuel has significant experience in, among other areas, complex financial litigation and restructurings. Quinn Emanuel lawyers have represented and advised the spectrum of constituents in chapter 11 cases and related proceedings, including debtors, committees, secured and unsecured creditors, independent or disinterested directors, special committees, shareholders, and others, and in particular have significant experience litigating actions in connection with chapter 11 cases.

3. I and other attorneys at Quinn Emanuel have (either while at Quinn Emanuel or other firms) served as counsel to debtors, official creditors’ committees, ad hoc committees, non-debtor affiliates, creditors, and litigation or liquidating trusts in numerous bankruptcy cases, including, without limitation: *Ditech Holding Corporation*, *Residential Funding Company, LLC*, *Toys “R” Us, Inc.*, *Motors Liquidation Company*, *f/k/a General Motors Corporation*, *Peabody*

⁷ Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Application.

Energy Corporation, Alpha Natural Resources, Inc., China Fishery Group Limited (Cayman), DPH Holdings Corp., UTGR, Inc. (d/b/a Twin River), Lehman Brothers Holdings, Inc., Nortel Networks, Inc., Dynegy Holdings LLC, Fisker Automotive, Inc., RadioShack Corporation, Velo Holdings, Inc., SemGroup, L.P., American Home Mortgage Holdings, Inc., Buffets, Inc., New Stream Secured Capital, L.P., Enron Corp., Safety-Kleen Corp., RCN Corp., Adelphia Communications Corp., Mirant Corp., Tower Automotive, Inc., Orexigen Therapeutics, Inc., and Fruit of the Loom, Inc.

4. Since its engagement, Quinn Emanuel has become familiar with the Debtors and various aspects of their financial affairs and reorganization, particularly as they relate to the Honeywell Claims. Quinn Emanuel filed the Honeywell Action on behalf of two of the Debtors. I believe that Quinn Emanuel is well-qualified to render legal services to the Debtors in connection with the Honeywell Claims in an efficient and timely manner.

Services to be Provided

5. The Debtors request authority to retain Quinn Emanuel as special counsel in connection with the Honeywell Action and the Honeywell Claims.

6. Pursuant to separate retention applications filed with this Court, the Debtors have sought to retain Sullivan & Cromwell LLP ("S&C") as general counsel to the Debtors. The services rendered and functions performed by Quinn Emanuel are not duplicative of work performed by S&C or any other law firm retained by the Debtors.

Quinn Emanuel's Disclosure Procedures

7. Quinn Emanuel has a large and diversified legal practice that encompasses the representation of, and representations adverse to, select individuals, funds, institutions, partnerships, limited liability companies, and corporations, some of which are or may consider

themselves to be (or in the case of committees, the members may consider themselves to be) creditors or parties-in-interest in the chapter 11 cases, or otherwise to have interests in these cases.

8. In preparing this Declaration, I used a set of procedures developed by Quinn Emanuel to comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and order of the Court regarding the retention of professionals by estate fiduciaries under the Bankruptcy Code (the “Quinn Emanuel Disclosure Procedures”). Pursuant to the Quinn Emanuel Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this Declaration and to ascertain Quinn Emanuel’s connection to such parties:

- a. Quinn Emanuel requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “Potential Parties in Interest”).⁸ The Potential Parties in Interest include with respect to the Debtors, to the extent known and provided to Quinn Emanuel: (i) administrative agents and indenture trustees; (ii) bidders on material assets; (iii) cash management banks; (iv) contract counterparties; (v) credit agreement parties; (vi) Debtor entities; (vii) major customers; (viii) directors and officers; (ix) non-director or officer employees in the United States; (x) major equity holders; (xi) factoring lenders; (xii) lenders; (xiii) hedging parties; (xiv) counterparties to indemnification agreements; (xv) insurers; (xvi) lease counterparties; (xvii) non-Debtor related entities; (xviii) litigation parties; (xix) noteholders; (xx) professionals; (xxi) JV partners and other related parties; (xxii) bankruptcy judges in the Southern District of New York; (xxiii) tax authorities and regulators; (xxiv) UCC lien holders; (xxv) unions and works councils; (xxvi) U.S. Trustee employees; (xxvii) utilities; and (xxviii) major vendors. A copy of the list of the Potential Parties in Interest searched by Quinn Emanuel is annexed hereto as **Schedule 1**.
- b. Quinn Emanuel then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the firm’s current and recent clients (the “Client Database”). The Client Database generally includes the name of each current and former client of the firm, the name of the parties

⁸ The list of Potential Parties in Interest is expected to be updated during these cases. Quinn Emanuel continues to review the relationships its professionals may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, Quinn Emanuel will supplement this Declaration if it becomes aware of a relationship that may adversely affect Quinn Emanuel’s retention in these cases or discovers additional parties in interest through the filing of statements of financial affairs or statements under Bankruptcy Rule 2019. Quinn Emanuel will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to Quinn Emanuel’s retention or otherwise requires such disclosure.

who are or were related or adverse to such current or former client, and the names of the Quinn Emanuel personnel who are or were responsible for the current or former matters for such client since 1999. Quinn Emanuel maintains the Client Database to include additional entities that become related to current and former clients.

- c. Quinn Emanuel compared the names included on the Potential Parties In Interest list to the names in the Client Database to identify any matches and to determine whether such matches are current or former clients. In addition, an email was issued to all firm professionals listing the Potential Parties in Interest in these cases.⁹
- d. Known connections between former or recent clients of the firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in **Schedule 2** attached hereto.

9. As a matter of retention and disclosure policy, I will continue to apply the Quinn Emanuel Disclosure Procedures as additional information concerning entities having a connection to the Debtors is developed and will file appropriate supplemental disclosures with this Court, if warranted.

Connection with Parties in Interest

10. As a result of the Quinn Emanuel Disclosure Procedures, I have thus far ascertained that, in each case, upon information and belief, Quinn Emanuel has connections with certain of the Potential Parties in Interest. To the best of my knowledge, information, and belief, the firm does not have any connection to the Potential Parties in Interest except as described in this Declaration and the attached **Schedule 2**. Out of an abundance of caution, I am disclosing certain representations, which are not, to my understanding, disqualifying or problematic under either Bankruptcy Code section 327(e) or applicable standards of professional ethics.

⁹ In reviewing its records and the relationships of its professionals, Quinn Emanuel did not seek information as to whether any Quinn Emanuel professional or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain Quinn Emanuel professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest; or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would give rise to a finding that Quinn Emanuel holds or represents an interest adverse to the Debtors' estates.

11. To the best of my knowledge, information, and belief, Quinn Emanuel has represented or currently represents the entities identified on **Schedule 2** in matters unrelated to these chapter 11 cases or to the Debtors (including the Debtor and non-Debtor affiliates).

12. No partner, of counsel, or associate of Quinn Emanuel, as far as I have been able to ascertain, has any connection with any Potential Party in Interest, except as set forth below or otherwise in this Declaration, including **Schedule 2**.

13. In the event that, in connection with this engagement, the firm must become adverse to a current client listed on **Schedule 2**, the firm will first endeavor to obtain an applicable written conflict waiver from that party. To the extent that a waiver does not exist or is not obtained from such client and it is necessary for the Debtors to be adverse to that client, they will be represented in such particular matter by separate counsel.

14. The firm represents, or has represented in the past, clients that are adverse or potentially adverse to various creditors (or affiliates of creditors) of the Debtors.

15. From time to time, Quinn Emanuel has referred work to other professionals retained or that may be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Quinn Emanuel.

16. It is possible that certain Quinn Emanuel attorneys or employees hold interests in mutual funds or other investment vehicles that may own interests in the Debtors.

17. Despite the efforts described above to identify and disclose Quinn Emanuel's connections with the Potential Parties in Interest, because Quinn Emanuel is an international law firm with hundreds of attorneys in several offices worldwide, and because the Debtors consist of corporate enterprises with numerous creditors and other relationships, I am unable to state with absolute certainty that every client representation or other connection has been disclosed. If I

discover additional information that requires disclosure or modification of this Declaration, I will file a supplemental declaration with the Court.

18. I do not believe that any of the representations or relationships recited above or listed in **Schedule 2** would give rise to a finding that Quinn Emanuel represents or holds an interest adverse to the Debtors or their estates with respect to the services for which Quinn Emanuel would be retained.

19. Accordingly, to the best of my knowledge, Quinn Emanuel: (a) is not a creditor, equity security holder, or insider of the Debtors; (b) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and (c) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders.

20. Quinn Emanuel will review its client database periodically during the course of its engagement in these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Quinn Emanuel will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rules 2014(a).

21. Based solely on the Quinn Emanuel Disclosure Procedures conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, Quinn Emanuel (i) does not represent any person or entity having an interest adverse to the Debtors in connection with these chapter 11 cases, (ii) does not hold or represent an interest adverse to the Debtors' estates with respect to matters on which Quinn Emanuel is employed, and (iii) has no connection to the Debtors, their creditors or any other party-in-interest except as disclosed herein.

22. Approval of the proposed engagement of Quinn Emanuel is not prohibited by Bankruptcy Rule 5002. I am not related and, to the best of my knowledge, no attorney at the Firm is related, to the United States Bankruptcy Judge assigned to these chapter 11 cases, or to the U.S. Trustee.

Quinn Emanuel's Compensation

23. Quinn Emanuel intends to apply for allowance of compensation for professional services and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Quinn Emanuel will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Quinn Emanuel generally uses in other restructuring matters, as well as in non-restructuring matters, whether in court or otherwise, regardless of whether a fee application is required.

24. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Bankruptcy Rules of this Court, Quinn Emanuel will bill at its standard hourly rates, which currently are: \$745 to \$1,595 for partners; \$625 to \$1,270 for associates, counsel, and other attorneys; and \$355 to \$525 for law clerks and legal assistants.

25. Quinn Emanuel's hourly rates are set at a level designed to compensate Quinn Emanuel fairly for the work of its attorneys and legal assistants and to cover fixed and routine expenses. The rates and rate structure provided by Quinn Emanuel are appropriate and reflect the complex and time sensitive nature of the matters Quinn Emanuel will be handling. Moreover, the

hourly rates that Quinn Emanuel will use in these chapter 11 cases are the regular hourly rates that Quinn Emanuel uses in non-restructuring matters.

26. These hourly rates are subject to periodic adjustments (typically on September 1st of each year) to reflect economic and other conditions. Quinn Emanuel will provide notice of any rate increases to the Debtors, the United States Trustee for the Southern District of New York (the “U.S. Trustee”), and any official committee.

27. During the 90-day period prior to the Petition Date, the Debtors paid Quinn Emanuel the following amounts:

Receipt Date	Amount
7/7/2020	\$167,601.96
8/5/2020	\$530,779.12
8/24/2020	\$615,142.58
9/4/2020	\$359,899.31
9/14/2020	\$412,152.84
9/14/2020	\$681,301.32
9/18/2020	\$132,231.02

28. The payments that Quinn Emanuel received on September 14, 2020 included a retainer for Quinn Emanuel to hold as security for payment of its fees and expenses in the amount of \$250,000. As of the Petition Date, Quinn Emanuel holds as security for payment of its fees and expenses a retainer in the amount of \$168,807.98.

29. Pursuant to Bankruptcy Rule 2016(b), Quinn Emanuel has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person,

other than with the partners, associates, and contract attorneys associated with Quinn Emanuel or (b) any compensation another person or party has received or may receive.

30. Quinn Emanuel has advised the Debtors that it intends to apply to the Court for allowance of compensation for the professional services rendered or to be rendered by their attorneys and other personnel, and for reimbursement of charges and costs and expenses incurred, in connection with its retention in these chapter 11 cases on the Debtors' behalf. Quinn Emanuel intends to make a reasonable effort to comply with any requests from the U.S. Trustee for information or additional disclosures as set forth in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Large Chapter 11 Cases Effective as of November 1, 2013, in connection with this Application and the interim and final fee applications to be filed by Quinn Emanuel in these chapter 11 cases.

No Duplication of Services

31. Quinn Emanuel believes that the services it provides to the Debtors will not duplicate the services that other professionals will be providing to the Debtors in these chapter 11 cases. Specifically, Quinn Emanuel will carry out unique functions and will use reasonable efforts to coordinate with the Debtors and the other professionals retained in these chapter 11 cases to avoid the unnecessary duplication of services.

Statement Pursuant To US Trustee Guidelines

32. Pursuant to paragraph D, section 1 of the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Large Chapter 11 Cases Effective as of November 1, 2013, Quinn Emanuel responds to the questions set forth therein as follows:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Prior to the Petition Date, Quinn Emanuel represented Garrett Motion Inc. and Garrett ASASCO in the Honeywell Action. The billing rates are generally the same as those disclosed in the Application, with the exception that there was an adjustment made as of September 1, 2020 based on economic and other conditions. The billing rates and financial terms of the engagement have not changed postpetition.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: The Debtors have approved Quinn Emanuel's budget and staffing plan for the period from the September 21, 2020 to October 31, 2020. If necessary, Quinn Emanuel expects to submit for approval by the Debtors prospective budgets and staffing plans for the duration of these chapter 11 cases.

33. By reason of the foregoing, I believe Quinn Emanuel is eligible for employment and retention by the Debtors pursuant to Bankruptcy Code sections 327(e), 328(a), 330, and 331 and the applicable Bankruptcy Rules and Local Rules.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: September 30, 2020
Los Angeles, California

/s/ Matthew Scheck
Matthew Scheck

Schedule 1

List of Entities Reviewed

The following lists contain the names of entities reviewed for conflicts purposes. Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive in order to match the incomplete or ambiguous name.

Party Name	Category
Deutsche Trustee Company Limited – Debt and Agency Services	Administrative Agents and Indenture Trustees
Deutsche Trustee Company Limited – Lux Registrar	Administrative Agents and Indenture Trustees
J.P. Morgan Europe Limited	Administrative Agents and Indenture Trustees
JPMorgan Chase Bank, N.A., Loan and Agency Services Group	Administrative Agents and Indenture Trustees
KPS Capital Partners	Bidder
ANZ Corporate Banking	Cash Management Banks
Bank of America Merrill Lynch, Global Corporate & Investment Banking	Cash Management Banks
Banque Cantonale Vaudoise	Cash Management Banks
BARCLAYS	Cash Management Banks
BBVA	Cash Management Banks
BLKB	Cash Management Banks
BNP Paribas	Cash Management Banks
Citibank	Cash Management Banks
Citibank International Plc	Cash Management Banks
CITIBANK INTERNATIONAL PLC	Cash Management Banks
CITIBANK MASTERCARD	Cash Management Banks
Citibank NA	Cash Management Banks
Citibank NA Bratislava	Cash Management Banks
Citigroup Corporate and Investment Banking	Cash Management Banks
Deutsche Bank	Cash Management Banks
Goldman Sachs & Co. LLC	Cash Management Banks
J.P. Morgan – Global Corporate Bank, Switzerland	Cash Management Banks
JPMorgan Chase Bank – Luxembourg	Cash Management Banks
JPMorgan Chase Bank – New York	Cash Management Banks
MUFG	Cash Management Banks
Sumitomo Mitsui Banking Corporation, Duesseldorf Branch	Cash Management Banks
Sumitomo Mitsui Trust Club Co., Ltd.	Cash Management Banks
UBS Switzerland AG	Cash Management Banks
UniCredit Bank AG	Cash Management Banks
UniCredit Bank AG Luxembourg Branch	Cash Management Banks
UniCredit Lease Management	Cash Management Banks
UniCredit Leasing Fleet Management	Cash Management Banks
Al Manar for Manufacturing Car Fluids and Spare Parts	Contract counterparties
Allied-Signal Inc.	Contract counterparties
ASIST OTOMOTIV SANTI.C.LTD.STI.	Contract counterparties
Asysym S.A.	Contract counterparties
Balance Technology Inc.	Contract counterparties
Bayerische Motoren Werke Aktiengesellschaft	Contract counterparties

Bendix (Thailand) Limited	Contract counterparties
Bendix Commercial Vehicle Systems Limited	Contract counterparties
Bendix Corporation	Contract counterparties
Bendix Mintex Pty. Ltd.	Contract counterparties
British Belting & Asbestos Limited.	Contract counterparties
CANGO Hard and Soft S.R.L.,	Contract counterparties
Castec Korea Co., Ltd.	Contract counterparties
Cimos d.d.	Contract counterparties
Delphi Automotive Systems LLC	Contract counterparties
Dongying Baofeng Auto Parts Co., Ltd.	Contract counterparties
Fiat Powertrain Technologies S.p.a.	Contract counterparties
FMP Australia	Contract counterparties
FMP AUTOMOTIVE MALAYSIA SDN. B	Contract counterparties
FMP GROUP (THAILAND) LIMITED	Contract counterparties
Fomar Poland Sp. Z o.o.	Contract counterparties
Ford Forschungszentrum Aachen GmbH	Contract counterparties
Ford Motor Company	Contract counterparties
German TiAl Turbine & Turbocharger Technology GmbH	Contract counterparties
GRI ENGINEERING & DEVELOPMENT LLC (aka MAT Holdings Inc.)	Contract counterparties
GUANGZHOU BD CO., LTD	Contract counterparties
Hofstetter PCB AG	Contract counterparties
Honda R&D Co., Ltd.	Contract counterparties
Honeywell Intellectual Properties Inc.	Contract counterparties
Honeywell International Inc.	Contract counterparties
Kehua Holdings Co., Ltd	Contract counterparties
Knorr-Bremse AG	Contract counterparties
Knorr-Systeme für Nutzfahrzeuge GmbH	Contract counterparties
Lucky Oil S.R.L	Contract counterparties
Mei Ta Industrial Co., Ltd	Contract counterparties
Microsoft Corporation	Contract counterparties
Ministry of the Economy of the Slovak Republic	Contract counterparties
Oerlikon Metco	Contract counterparties
OPTIMAL AG & CO. KG	Contract counterparties
Optimal KG	Contract counterparties
Pacific BBA Automotive Ltd.	Contract counterparties
Pacific BBA Limited	Contract counterparties
Palmer's Green Pty. Ltd.	Contract counterparties
Recambiline S.L.	Contract counterparties
Roulonds Braking ApS	Contract counterparties
Shanghai Sinotec Co., Ltd.	Contract counterparties
Shenzhen BDS Automotive Technology Co., Ltd.	Contract counterparties
Sodirep	Contract counterparties
Sonceboz Automotive SA	Contract counterparties

Sony Computer Entertainment Inc.	Contract counterparties
TMD	Contract counterparties
Toyota Motor Corporation	Contract counterparties
Tye Soon Limited	Contract counterparties
Vaud Canton Central Tax Authority	Contract counterparties
Walter AG	Contract counterparties
Wescast Hungary Zrt.	Contract counterparties
Wescast Industries Co, Ltd.	Contract counterparties
Wuxi Best Precision Machinery Co. Ltd.	Contract counterparties
Wuxi Lihu Corporation Limited	Contract counterparties
Wuxi Yelong Precision Machinery Co., Ltd.	Contract counterparties
BANCO BILBAO VIZCAYA ARGENTARIA, S.A., NEW YORK BRANCH	Credit Agreement Parties
Bank of America Merrill Lynch International Limited	Credit Agreement Parties
Barclays Bank PLC	Credit Agreement Parties
BNP PARIBAS	Credit Agreement Parties
CitiGroup Global Markets Limited	Credit Agreement Parties
Deutsche Bank AG, London Branch	Credit Agreement Parties
Goldman Sachs Bank USA	Credit Agreement Parties
MUFG BANK, LTD	Credit Agreement Parties
UNICREDIT BANK AG	Credit Agreement Parties
Garrett Motion Inc.	Debtor Entities
BRH LLC	Debtor Entities
Calvari Limited	Debtor Entities
Friction Materials LLC	Debtor Entities
Garrett ASASCO Inc.	Debtor Entities
Garrett Borrowing LLC	Debtor Entities
Garrett Holding Company Sàrl	Debtor Entities
Garrett LX I S.à r.l.	Debtor Entities
Garrett LX II S.à r.l.	Debtor Entities
Garrett LX III S.à r.l.	Debtor Entities
Garrett Motion Australia Pty Limited	Debtor Entities
Garrett Motion Automotive Research Mexico S. de R.L. de C.V	Debtor Entities
Garrett Motion Holdings II Inc.	Debtor Entities
Garrett Motion Holdings Inc.	Debtor Entities
Garrett Motion International Services S.r.l.	Debtor Entities
Garrett Motion Ireland A Limited	Debtor Entities
Garrett Motion Ireland B Limited	Debtor Entities
Garrett Motion Ireland C Limited	Debtor Entities
Garrett Motion Ireland Limited	Debtor Entities
Garrett Motion Italia S.r.l.	Debtor Entities
Garrett Motion Japan, Inc.	Debtor Entities
Garrett Motion LLC	Debtor Entities
Garrett Motion Mexico S.A. de C.V	Debtor Entities

Garrett Motion Romania S.r.l.	Debtor Entities
Garrett Motion Sarl	Debtor Entities
Garrett Motion Slovakia s.r.o.	Debtor Entities
Garrett Motion Switzerland Holdings Sarl	Debtor Entities
Garrett Motion UK A Limited	Debtor Entities
Garrett Motion UK B Limited	Debtor Entities
Garrett Motion UK C Limited	Debtor Entities
Garrett Motion UK D Limited	Debtor Entities
Garrett Motion UK Limited	Debtor Entities
Garrett Transportation I Inc.	Debtor Entities
Garrett Transportation Systems Ltd	Debtor Entities
Garrett Transportation Systems UK II Ltd	Debtor Entities
Garrett TS Ltd	Debtor Entities
Garrett Turbo Ltd	Debtor Entities
Bayerische Motoren Werke AG	Major Customers
Caterpillar Inc.	Major Customers
Daimler AG	Major Customers
Deere & Company	Major Customers
Fiat Chrysler Automobiles N.V	Major Customers
Ford Motor Company	Major Customers
FPT Industrial	Major Customers
General Motors	Major Customers
Groupe PSA	Major Customers
Hino Motors Ltd.	Major Customers
Hyundai Kia	Major Customers
Jiangling Motors Corporation Limited	Major Customers
Mazda Motor Corporation	Major Customers
Nissan Motor Co, Ltd	Major Customers
Perkins Engines Company Limited	Major Customers
Proto Motors	Major Customers
Renault S.A.	Major Customers
SAIC General Motors Corporation Limited	Major Customers
Subaru Corporation	Major Customers
Volkswagen Group	Major Customers
Alberto Chavez	Directors and Officers
Alessandro Gili	Directors and Officers
Anthony Lodato	Directors and Officers
Balis, Craig	Directors and Officers
Barthelet, Pierre Ernest	Directors and Officers
Carlos Cordoso	Directors and Officers
Carlos De los Santos Anaya	Directors and Officers
Carlsson, Paul	Directors and Officers
Carsten J. Reinhardt	Directors and Officers

Casciola, Paola	Directors and Officers
Chris James	Directors and Officers
Courtney Enghauser	Directors and Officers
Cyril Grandjean	Directors and Officers
Dai, Hong	Directors and Officers
Damien Schuind	Directors and Officers
Daniel Deiro	Directors and Officers
Dipp, Alberto Abraham Chavez	Directors and Officers
Enrique Vazquez Gorostiza	Directors and Officers
Fabrice Spenninck	Directors and Officers
Fraysse, Eric	Directors and Officers
Hogan, Richard	Directors and Officers
Ienaga, Masayuki	Directors and Officers
John Christopher James	Directors and Officers
Jones, John	Directors and Officers
MacNamara, Patrick	Directors and Officers
Maironi, Jerome P.	Directors and Officers
Manu, Cristian	Directors and Officers
Marafon, Fernando	Directors and Officers
Maura J. Clark	Directors and Officers
McDowall, Aileen Kathryn	Directors and Officers
Mihaela, Aldea	Directors and Officers
Nazarcu, Constanta	Directors and Officers
O'Connor, Brendan P	Directors and Officers
Olivier Rabiller	Directors and Officers
Peter Bracke	Directors and Officers
Piero Gennari	Directors and Officers
Rebecca Conway	Directors and Officers
Roa, Lydia Castro	Directors and Officers
Russell James	Directors and Officers
Schiesser, Martin	Directors and Officers
Scott Tozier	Directors and Officers
Sean Reagan	Directors and Officers
Susan L. Main	Directors and Officers
Tacconelli, Armando	Directors and Officers
Thierry Mabru	Directors and Officers
Van Himbeeck, Koenraad	Directors and Officers
Vazur, Marian	Directors and Officers
Samuel Cochon	Directors and Officers
Sean Deason	Directors and Officers
Neil Goldman	Directors and Officers
Jerome Stoll	Directors and Officers
Alexander Greene	Directors and Officers

Aileen McDowall	Non-D&O Employees in US
Chris Hales	Non-D&O Employees in US
Christophe Mathy	Non-D&O Employees in US
Christophe Carli	Non-D&O Employees in US
Christopher Burdeu	Non-D&O Employees in US
Claire Fauquette	Non-D&O Employees in US
Cody Taylor	Non-D&O Employees in US
Dominique Bartlomiejczyk	Non-D&O Employees in US
Fabio Derrante	Non-D&O Employees in US
Jean Phillippe Schmitt	Non-D&O Employees in US
Jean-Phillippe Bedu	Non-D&O Employees in US
Kerry Eby	Non-D&O Employees in US
Mark Rodrigues	Non-D&O Employees in US
Panos Sotiropoulos	Non-D&O Employees in US
Paul Blalock	Non-D&O Employees in US
Paul de Montfalcon	Non-D&O Employees in US
Regis Michel	Non-D&O Employees in US
Rob Cadle	Non-D&O Employees in US
Robert Vitasek	Non-D&O Employees in US
Volkan Deveci	Non-D&O Employees in US
BlackRock Fund Advisors	Major Equity Holders
Deccan Value Investors LP	Major Equity Holders
Sessa Capital IM LP	Major Equity Holders
B.N.P. Paribas Factor S.A.	Factoring Lenders
Banco Santander, S.A., Frankfurt Branch	Factoring Lenders
40/86 ADVISORS INC – AS AGT	Lenders
ALLIANCEBERNSTEIN LP (AS AGT)	Lenders
AMER MONEY MGMT CORP	Lenders
ANGELO, GORDON & CO.L.P.	Lenders
AOZORA BANK, LTD.	Lenders
APEX CREDIT PARTNERS LLC	Lenders
ARES MANAGEMEN+C11T LLC (AS AGT)	Lenders
BARCLAYS BK PLC	Lenders
BARING (U.K.) LIMITED	Lenders
BARINGS (UK)- JOCASSEE PTNRS	Lenders
BARINGS LLC (AS AGENT)	Lenders
BCO BILBAO VIZCAYA ARGENTARIA,	Lenders
BDCM FUND ADVISER LLC	Lenders
BLUEMOUNTAIN CAP MANAGEMENT, L	Lenders
BNP PARIBAS (SUISSE) SA	Lenders
BNP PARIBAS SA	Lenders
BRIGADE CAP MGT, LP	Lenders
CAIRN CAPITAL GROUP LTD (AGT)	Lenders

CARLSON CAPITAL, L.P.	Lenders
CARLYLE INV MGMT L.L.C.	Lenders
CITIBANK N.A – LOND BRANCH	Lenders
CITIZENS BANK, NATL ASSOC	Lenders
CQS MGT LTD	Lenders
CR SUISSE ASSET MGMT LLC (AS A	Lenders
CVC CR PARTS LLC	Lenders
DCM SENIOR CREDIT, LLC	Lenders
DEUTSCHE BK AG	Lenders
DFG INVESTMENT ADVISERS INC	Lenders
EAST-WEST UTD BK SA	Lenders
EATON VANCE MANAGEMENT (AS AGT	Lenders
ELMWOOD ASSET MANAGEMENT LLC	Lenders
FAIR OAKS LOAN FUNDING I D A C	Lenders
GOLDENTREE ASSET MGMT LP	Lenders
GOLDENTREE LOAN MNGT EUR CLO 3	Lenders
GOLDMAN SACHS ASSET MGMT LP (A	Lenders
GOLDMAN SACHS BANK USA	Lenders
GSO CAP PART LP	Lenders
HALSEYPOINT ASSET MANAGMNT LLC	Lenders
HAYFIN CAPITALMANAGEMENT LLC	Lenders
HPS INVESTMENT PARTNERS	Lenders
ICICI BANK LTD	Lenders
INTERMEDIATE CAP GR PLC (AGY)	Lenders
INTERMEDIATE CAPITALGROUP PLC	Lenders
INVESCO ADVISERS, INC (AS AGEN	Lenders
INVESCO EURO CLO III DAC	Lenders
INVESTCORP CREDIT MGMT US LLC	Lenders
JPMORGAN BK BRANCH – 0802	Lenders
JPMORGAN CHASE BANK, NATL ASSO	Lenders
M & G INV MGMT LTD (AGT)	Lenders
MARBLE POINT CREDIT MGMT LLC	Lenders
MEDALIST PARTNERS CORPORATE	Lenders
MERRILL LYNCH & CO., INC.	Lenders
MJX ASSET MGMT LLC	Lenders
MUFG BANK, LTD.	Lenders
MUZINICH & CO INC(AS AGT)	Lenders
NASSAU CORPORATE CREDIT LLC	Lenders
NIBC BK NV – LONDON	Lenders
NORTH WESTERLY VI	Lenders
NOVA KREDITNA BK MARIBOR DD	Lenders
OCTAGON CR INVESTORS, LLC	Lenders
PAR-FOUR INV MGT, LLC	Lenders

PARTNERS GROUP (USA) INC.	Lenders
PENTA CLO 6 DSGNTD ACTY CO .	Lenders
PGIM INC	Lenders
PINEBRIDGE INV LLC(AS AGT)	Lenders
PPM AMERINC (AS AGENT)	Lenders
PRETIUM CAP MGMT LLC	Lenders
RAIFFEISEN BANK INTERNATIONAL	Lenders
RAYMOND JAMES BANK N.A.	Lenders
SILVERMINE CAP MGMT LLC	Lenders
SOC GEN	Lenders
STATE BANK OF INDIA	Lenders
STATE BK OF INDIA -LONDON	Lenders
STEELE CREEK	Lenders
SUMITOMO MITSUI	Lenders
TELOS ASSET MGT LLC	Lenders
TIKEHAU CLO V B.V.	Lenders
TIKEHAU INV MGMT S.A.S.	Lenders
TPG OPPORTUNITIES PARTNERS, LP	Lenders
UNICREDIT BK AG	Lenders
VOYA INV MGMT CO LLC	Lenders
WELLFLEET CR PARTS LLC	Lenders
WHITEHORSE CAPITAL PARTNERS LP	Lenders
YORK CAP MGT ADVISORS LLC	Lenders
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.	Hedging Parties
Barclays Bank plc	Hedging Parties
BNP Paribas, New York Branch	Hedging Parties
CITIBANK	Hedging Parties
CITIBANK N.A.	Hedging Parties
DEUTSCHE BANK AG	Hedging Parties
GOLDMAN SACHS INTERNATIONAL	Hedging Parties
J.P. MORGAN SECURITIES PLC	Hedging Parties
Merrill Lynch International	Hedging Parties
Société Générale	Hedging Parties
UNICREDIT BANK AG	Hedging Parties
Honeywell ASASCO 2 Inc.	Indemnification agreements
Honeywell International Inc.	Indemnification agreements
AIG Europe Limited	Insurers
Allianz Global Corporate & Specialty SE	Insurers
Allianz Insurance plc	Insurers
Allied World Assurance Company AG	Insurers
Aspen Syndicate 4711	Insurers
Aviva Group	Insurers
Beazley Syndicate 2623/ 623	Insurers

Chubb European Group Limited	Insurers
Chubb Seguros México, S.A.	Insurers
Chubb Underwriting Agencies Ltd (Syndicate 2488)	Insurers
Etablissement Cantonal d'Assurance (ECA)	Insurers
First Liberty Insurance Corp	Insurers
Great Lakes Insurance SE (Munich Re)	Insurers
Hiscox (Syndicate 0033 HIS)	Insurers
HSB Engineering Insurance Limited	Insurers
Liberty Insurance Corp	Insurers
MARSH & MCLENNAN INSURANCE AGENCY LUS	Insurers
Marsh Ltd	Insurers
MARSH LTD UK GB	Insurers
Navigators Insurance Co	Insurers
Pool Re	Insurers
QBE European Operations plc.	Insurers
Starr Indemnity & Liability Company	Insurers
The First Liberty Insurance	Insurers
W. R. Berkley Corporation	Insurers
XL Insurance Company SE	Insurers
Zurich Engineering	Insurers
Zürich Versicherungs-Gesellschaft AG	Insurers
Casa Twin Tower Business Centre	Lease counterparties
EQUEST LOGISTIC S.R.L.	Lease counterparties
FMP Group (Australia) Pty Ltd	Lease counterparties
FZB Plymouth, LLC	Lease counterparties
Ganimede S.r.l.	Lease counterparties
Hasma Pty Limited	Lease counterparties
HGR Management, LLC	Lease counterparties
Hiteco S.r.l.	Lease counterparties
Honeywell (China) Co., Ltd.	Lease counterparties
Honeywell Aftermarket Europe S.r.l.	Lease counterparties
Honeywell Control Systems Limited	Lease counterparties
Honeywell Garrett Italia Srl	Lease counterparties
Honeywell GmbH	Lease counterparties
HONEYWELL INGENIERIA Y TECNOLOGIA AEROSPACIAL DE "MEXICO S. DE R.L. DE C.V.	Lease counterparties
HONEYWELL INTERNATIONAL INC.	Lease counterparties
Honeywell International S.à.r.l.	Lease counterparties
Honeywell Japan Ltd	Lease counterparties
Honeywell Limited	Lease counterparties
Honeywell Technologies Sarl	Lease counterparties
Honeywell UK Limited	Lease counterparties
Industrious ATL 1447 Peachtree LLC	Lease counterparties
INMUEBLES EL VIGIA, S.A. DE C.V.	Lease counterparties

La Ganimede S.r.l.	Lease counterparties
NETRON INVESTMENT SRL	Lease counterparties
Novar ED&S Limited	Lease counterparties
Regus Management Group LLC	Lease counterparties
SECOND ROC-JERSEY ASSOCIATES L.L.C.	Lease counterparties
Sparkasse Gifhorn-Wolfsburg	Lease counterparties
Svizzera 185 S.r.l	Lease counterparties
Wong y Asociados Inmobiliaria, S. de R.L.de C.V.	Lease counterparties
Xtraspace Flexi Office (pty) Ltd.	Lease counterparties
COMDEV Investments Limited	Non-debtor Related Entities
FMP Automotive (Malaysia) SDN BHD	Non-debtor Related Entities
FMP Distribution Ltd.	Non-debtor Related Entities
FMP Group (Australia) Pty Ltd	Non-debtor Related Entities
FMP Group (Thailand) Limited	Non-debtor Related Entities
FMP Group Pty Limited	Non-debtor Related Entities
Garrett Finances SNC	Non-debtor Related Entities
Garrett Motion (Thailand)Co., Ltd.	Non-debtor Related Entities
Garrett Motion Bermuda Ltd.	Non-debtor Related Entities
Garrett Motion Czech Republic s.r.o.	Non-debtor Related Entities
Garrett Motion Engineering Solutions Private Limited	Non-debtor Related Entities
Garrett Motion France A S.A.S.	Non-debtor Related Entities
Garrett Motion France B S.A.S.	Non-debtor Related Entities
Garrett Motion France CS.A.	Non-debtor Related Entities
Garrett Motion France S.A.S.	Non-debtor Related Entities
Garrett Motion Germany GmbH	Non-debtor Related Entities
Garrett Motion Industria Automotiva Brasil Ltda	Non-debtor Related Entities
Garrett Motion International Services Morocco	Non-debtor Related Entities
Garrett Motion International Services S.R.L. Türkiye İrtibat Bürosu [Turkey]	Non-debtor Related Entities
Garrett Motion International Services SRL	Non-debtor Related Entities
Garrett Motion Korea Ltd.	Non-debtor Related Entities
Garrett Motion Portugal, Unipessoal, Lda [Portugal]	Non-debtor Related Entities
Garrett Motion Technologies (India) Private Limited	Non-debtor Related Entities
Garrett Transportation Systems Ltd. [Thailand]	Non-debtor Related Entities
Honeywell Automotive Parts Services (Shanghai) Co., Ltd.	Non-debtor Related Entities
Honeywell Korea Ltd Indonesia Representative Office	Non-debtor Related Entities
Honeywell Transportation Investment (China) Co., Ltd. (New China TS Co)	Non-debtor Related Entities
Honeywell Turbo Technologies (Wuhan) Co., Ltd.	Non-debtor Related Entities
OOO Garrett Transportation Systems	Non-debtor Related Entities
Turbodina S.A.I.y.C.	Non-debtor Related Entities
Administración Desconcentrada de Auditoría de Comercio Exterior del Pacífico Norte, con Sede en Baja California, de la Administración General de Auditoría de Comercio Exterior del Servicio de Administración Tributaria,	Litigation parties

BES SAUVAIGO & ASSOCIES	Litigation parties
DARIUS ADAMCZYK	Litigation parties
Elise Deillon-Antenen, avocate	Litigation parties
Hayat Aarab	Litigation parties
Honeywell ASASCO 2 Inc.	Litigation parties
HONEYWELL ASASCO 2 LLC	Litigation parties
HONEYWELL ASASCO LLC	Litigation parties
Honeywell do Brasil Ltda.	Litigation parties
HONEYWELL HOLDINGS INTERNATIONAL INC.	Litigation parties
Honeywell International Inc.	Litigation parties
Maître Anne-Marie Aufrère	Litigation parties
Mexicali Customs House	Litigation parties
Precision Components Industries	Litigation parties
SELARL MJ ALPES	Litigation parties
SU PING LU	Litigation parties
ABN AMRO Investment Solutions S.A.	Noteholders
Aegon USA Investment Management, LLC	Noteholders
AllianceBernstein, L.P. (U.S.)	Noteholders
AllianceBernstein, LTD (U.K.)	Noteholders
Amundi Pioneer Asset Management, Inc.	Noteholders
Anima SGR S.p.A.	Noteholders
AXA Investment Managers (U.K.), LTD	Noteholders
Baillie Gifford & Company	Noteholders
Banco de Sabadell S.A. (Asset Management)	Noteholders
BankInvest Asset Management	Noteholders
Barings (U.K.), LTD	Noteholders
Barings, LLC	Noteholders
BlackRock Investment Management (U.K.), LTD	Noteholders
BNP Paribas Fortis S.A./N.V. (Private Banking)	Noteholders
Chenavari Credit Partners, LLP	Noteholders
DBX Advisors, LLC	Noteholders
Deka Investment GmbH	Noteholders
DWS Investment GmbH	Noteholders
Eaton Vance	Noteholders
Edmond de Rothschild Asset Management (UK) LTD	Noteholders
Erste Asset Management GmbH	Noteholders
Fidelity International Limited – FIL Investment Services (U.K.), LTD	Noteholders
Financière Meeschaert	Noteholders
Formuepleje A/S	Noteholders
Generali Insurance Asset Management SGR S.p.A.	Noteholders
GoldenTree Asset Management, L.P. (U.S.)	Noteholders
Groupama Asset Management S.A.	Noteholders
Helaba Invest Kapitalanlagegesellschaft mbH	Noteholders

Intermediate Capital Group plc	Noteholders
Intermediate Capital Group, Inc.	Noteholders
Invesco Asset Management S.A.	Noteholders
Janus Henderson Investors (U.K.)	Noteholders
JAR Capital Wealth Management, LLP	Noteholders
Kames Capital PLC	Noteholders
Lord, Abbett & Co., LLC (Asset Management)	Noteholders
M&G Investment Management Ltd	Noteholders
Manulife Asset Management (Europe), LTD	Noteholders
MEAG Munich Ergo Asset Management GmbH	Noteholders
Mediolanum Asset Management, LTD	Noteholders
Muzinich & Co., LTD (London)	Noteholders
NatWest Markets, PLC	Noteholders
NN Investment Partners (Belgium)	Noteholders
Nomura Asset Management U.S.A., Inc.	Noteholders
Nykredit Asset Management A/S	Noteholders
ODDO BHF Asset Management SAS	Noteholders
OFI Asset Management	Noteholders
PineBridge Investments Europe, LTD	Noteholders
PPM America	Noteholders
Pramerica SGR S.p.A.	Noteholders
Robeco Institutional Asset Management BV	Noteholders
Russell Investment Management, LLC	Noteholders
Schroder Investment Management North America, Inc.	Noteholders
St Paul's CLO IX Designated Activity Company	Noteholders
State Street Global Advisors Ireland, LTD	Noteholders
Swedbank Robur Fonder AB	Noteholders
Syd Fund Management A/S	Noteholders
Teachers Retirement System of Louisiana	Noteholders
Tikehau Investment Management	Noteholders
UBS Fund Management (Luxembourg) S.A. (Funds)	Noteholders
UBS Switzerland AG	Noteholders
Voya Investment Management, LLC	Noteholders
A and L Goodbody	Professionals
ABRAMS & BAYLISS LLP	Professionals
AlixPartners LLP	Professionals
ANDERSEN TAX, LLC	Professionals
Arendt & Medernach SA	Professionals
Arendt Services SA	Professionals
Arnold & Porter Kaye Scholer LLP	Professionals
Baker & McKenzie – CIS Limited	Professionals
Baker & McKenzie Abogados, S.C.	Professionals
BAKER AND MCKENZIE ZURICH	Professionals

Barzano & Zanardo Roma S.p.A	Professionals
Beijing Chang Tsi & Partners	Professionals
BHOOPALAM CHANDRASHEKHAR AIAH PRABHA	Professionals
Bird & Bird AARPI	Professionals
Bird and Bird LLP	Professionals
Bird&Bird Advokat KB	Professionals
BMG A VOCATS	Professionals
Boult Wade Tennant LLP	Professionals
Broadridge Investor Communications	Professionals
Brown Rudnick LLP	Professionals
Brunner et Associes SA	Professionals
CARMODY AND TORRANCE	Professionals
CMS CAMERON MCKENNA SCA	Professionals
CMS HASCHE SIGLE	Professionals
CMS von Erlach Poncet SA	Professionals
Conway MCOLL Solicitors Limited	Professionals
CORNERSTONE RESEARCH INC.	Professionals
CSC THE UNITED STATES CORPORATION	Professionals
Daniel J. Edelman, Inc.	Professionals
DAVIS POLK & WARDWELL LONDON LLP GB	Professionals
DELOITTE & TOUCHE LLP	Professionals
DELOITTE & TOUCHE S.P.A.	Professionals
DELOITTE & TOUCHE SA SUISSE	Professionals
Deloitte Audit S.R.L.	Professionals
Deloitte Audit s.r.o.	Professionals
Deloitte Audit, s. r. o.	Professionals
Deloitte Consulting AG	Professionals
Deloitte Haskins and Sells LLP	Professionals
Deloitte LLP	Professionals
Deloitte SA	Professionals
DELOITTE TOUCHE	Professionals
DENTONS SOUTH AFRICA	Professionals
Donald Hill Patent Law	Professionals
Drinker Biddle & Reath	Professionals
Ernst & Young AG	Professionals
Ernst & Young Law s. r. o.	Professionals
Ernst & Young LLP	Professionals
ERNST & YOUNG SRL	Professionals
Ernst & Young, s.r.o.	Professionals
ERNST + YOUNG	Professionals
ERNST and YOUNG LLP	Professionals
Ernst & Young Law GmbH	Professionals
ERNST & YOUNG TERCO SERVIÇOS	Professionals

Freshfields Bruckhaus Deringer	Professionals
FTI CONSULTING INC US	Professionals
GALAZ, YAMAZAKI, RUIZ, URQUIZA, S.C.	Professionals
Gevers & Ores	Professionals
GLOBAL LAW OFFICE	Professionals
Greenberg Traurig PA	Professionals
Gun Partners	Professionals
Hadiputranto, Hadinoto & Partners	Professionals
Haynes and Boone, LLP	Professionals
HOGAN LOVELLS INTERNATIONAL LLP	Professionals
Hogan Lovells LPP International LLP	Professionals
Hogan Lovells Paris LLP	Professionals
HOGAN LOVELLS US LLP	Professionals
IPREO LLC	Professionals
JUNHE LLP	Professionals
Kim and Chang	Professionals
KPMG LLP	Professionals
Kurtzman Carson Consultants (KCC)	Professionals
Lakshmikumaran and Sridharan	Professionals
LATHAM & WATKINS LLP	Professionals
Leason Ellis LLP	Professionals
LENZ ET STAEHELIN	Professionals
LEWIS SILKIN LLP	Professionals
Lewis Silkin Services Limited	Professionals
Lorenz and Kopf LLP	Professionals
M&M O'SHEA	Professionals
MACKENZIE PARTNERS, INC	Professionals
Morgan Stanley Smith Barney LLC	Professionals
Pangrle Patent Brand and Design Law	Professionals
Perella Weinberg Partners LP	Professionals
PHILLIPS ADRENTERPRISES PC	Professionals
Price Water House & Co. Bangalore LL	Professionals
PRICEWATERHOUSE COOPERS S.C.	Professionals
PricewaterhouseCoopers AG	Professionals
PRICEWATERHOUSECOOPERS CONTADORES	Professionals
PRICEWATERHOUSECOOPERS PRIVATE	Professionals
PricewaterhouseCoopers Private Limi	Professionals
Pricewaterhousecoopers services LLP	Professionals
PricewaterhouseCoopers Slovensko sr	Professionals
PricewaterhouseCoopers Tax k s	Professionals
PRICEWATERHOUSECOOPES LLP GB	Professionals
PWC UK	Professionals
QUINN EMANUEL URQUHART & SULLIVAN, US	Professionals

Quinn Emmanuel Trial Lawyers	Professionals
Radu si Asociatii SPRL	Professionals
Remfry & Sagar	Professionals
ROXIN RECHTSANWAE L TELLP	Professionals
Schofield Sweeney LLP	Professionals
Schulte Roth & Zabel LLP	Professionals
SCP FLICHY GRANGE A VOCATS	Professionals
Seager Tufte and Wickhem LLP	Professionals
Sheppard Mullin Richter Hampton LLP	Professionals
Signature Litigation AARPI	Professionals
SIMMONS AND SIMMONS LLP	Professionals
Simpson Thacher Barlett	Professionals
Sullivan & Cromwell LLP	Professionals
The Law Office of John A Griecci	Professionals
THOMPSON HINE LLP	Professionals
TLG – THE LEGAL GROUP ADVOCATES	Professionals
TOWERS WATSON CONSULTORES SA DE CV	Professionals
WILLIS TOWERS WATSON CONSULTING BVB	Professionals
WILLIS TOWERS WATSON US LLC	Professionals
WP Thompson Limited	Professionals
Yuasa and Hara	Professionals
FMP Australia	JV Partners and Other Related Parties
FMP AUTOMOTIVE MALAYSIA SDN. B	JV Partners and Other Related Parties
FMP GROUP (THAILAND) LIMITED	JV Partners and Other Related Parties
Honeywell International Inc.	JV Partners and Other Related Parties
Honeywell Transportation Investment (China) Co., Ltd.	JV Partners and Other Related Parties
CANGO	JV Partners and Other Related Parties
Chief Judge Cecelia G. Morris	SDNY Bankruptcy Judges
Judge James L. Garrity Jr.	SDNY Bankruptcy Judges
Judge Martin Glenn	SDNY Bankruptcy Judges
Judge Michael E. Wiles	SDNY Bankruptcy Judges
Judge Robert D. Drain	SDNY Bankruptcy Judges
Judge Robert E. Grossman (visiting)	SDNY Bankruptcy Judges
Judge Sean H. Lane	SDNY Bankruptcy Judges
Judge Shelley C. Chapman	SDNY Bankruptcy Judges
Judge Stuart M. Bernstein	SDNY Bankruptcy Judges
Administration des Contributions directes – Grand Duché de Luxembourg	Tax Authorities and Regulators
Agencia Aduanal Esquer Luken, SC	Tax Authorities and Regulators
ANAF-DGRFMB-Administratia Fiscala pentru Contribuabili Mijlocii	Tax Authorities and Regulators
ANAF-Directia Generala de Administrarea a Marilor Contribuabili (DGAMC)	Tax Authorities and Regulators
Australia Border Force	Tax Authorities and Regulators
Australian Taxation Office	Tax Authorities and Regulators

Ayuntamiento de Mexicali	Tax Authorities and Regulators
Birou Vamal Otopeni	Tax Authorities and Regulators
Biroul Vamal Constanta	Tax Authorities and Regulators
Biroul Vamal Otopeni Calatori	Tax Authorities and Regulators
California Department of Tax & Fee Administration	Tax Authorities and Regulators
Chambre de commerce (Luxembourg)	Tax Authorities and Regulators
Cheshire East Council	Tax Authorities and Regulators
COMISION ESTATAL DE SERVICIOS PUBLICOS DE MEXICALI	Tax Authorities and Regulators
Companies House	Tax Authorities and Regulators
Customs and Tariff Bureau	Tax Authorities and Regulators
DC Office of Tax and Revenue	Tax Authorities and Regulators
Delaware Division of Corporations	Tax Authorities and Regulators
Direzione Provinciale di Chieti	Tax Authorities and Regulators
ENVIRONMENTAL PROTECTION AGENCY	Tax Authorities and Regulators
Etat de vaud or Canton de vaud (Office d'impôt des Personnes Morales) – State of vaud or	Tax Authorities and Regulators
Canton of vaud (Tax Office for Legal Entities)	Tax Authorities and Regulators
Financial Accounting Standards Board	Tax Authorities and Regulators
Financni Urad Pro Hlavni	Tax Authorities and Regulators
Finanzamt Konstanz	Tax Authorities and Regulators
Franchise Tax Board California	Tax Authorities and Regulators
General Directorate of Local Taxes and Fees Sector 6	Tax Authorities and Regulators
Georgia Department of Revenue	Tax Authorities and Regulators
GOBIERNO DEL ESTADO DE BAJA CALIFORNIA	Tax Authorities and Regulators
Groundwater & Environmental Services, Inc	Tax Authorities and Regulators
HM Revenue & Customs	Tax Authorities and Regulators
Honjo-city Tax Collection Division	Tax Authorities and Regulators
Indiana Department of Revenue	Tax Authorities and Regulators
Inenco	Tax Authorities and Regulators
Iowa Department of Revenue	Tax Authorities and Regulators
IPAN Intellectual Property Associat	Tax Authorities and Regulators
IRS (INTERNAL REVENUE SERVICE)	Tax Authorities and Regulators
Japan National Tax Agency	Tax Authorities and Regulators
Ministry of the Economy of the Slovak Republic	Tax Authorities and Regulators
Municipality of Atessa	Tax Authorities and Regulators
Municipality of Torino	Tax Authorities and Regulators
New York Department of Revenue	Tax Authorities and Regulators
Obec Zaborske	Tax Authorities and Regulators
Office of the Revenue Commissioners	Tax Authorities and Regulators
Public Company Accounting Oversight Board	Tax Authorities and Regulators
PUBLIC COMPANY ACCOUNTING OVERSIGHT BOARD US	Tax Authorities and Regulators
Regione Abruzzo Servizio Tesoreria	Tax Authorities and Regulators
RL Jones Custombroker	Tax Authorities and Regulators

Saitama prefecture	Tax Authorities and Regulators
Servicio de Administracion Tributaria	Tax Authorities and Regulators
Slovak Fiscal Administration	Tax Authorities and Regulators
Slovak Tax Authority	Tax Authorities and Regulators
State of Connecticut Department of Revenue Service	Tax Authorities and Regulators
Tennessee Department of Revenue	Tax Authorities and Regulators
Tokyo Metropolitan Government	Tax Authorities and Regulators
UK Finance Administration	Tax Authorities and Regulators
Urad prace, socialnych veci a rodiny	Tax Authorities and Regulators
US Customs & Border Protection	Tax Authorities and Regulators
Vaud Canton Central Tax Authority	Tax Authorities and Regulators
Waterford City Council	Tax Authorities and Regulators
Wood Environment & Infrastructure Solutions Inc	Tax Authorities and Regulators
ECONOCOM CORPORATION	UCC Lien Holders
JPMORGAN CHASE BANK, N.A.	UCC Lien Holders
Australian Manufacturing Workers Union	Unions and Works Councils
Connect trade union (formerly TEEU)	Unions and Works Councils
Electrical Trades Union	Unions and Works Councils
Nueva Cultura Laboral	Unions and Works Councils
Sindicatul Allied Signal	Unions and Works Councils
Alicia Leonhard	US Trustee employees
Christine Black	US Trustee employees
Guy A. Van Baalen	US Trustee employees
Joseph Allen	US Trustee employees
Joseph Nadkarni	US Trustee employees
Kathleen Schmitt	US Trustee employees
Linda Riffkin	US Trustee employees
Lisa Penpraze	US Trustee employees
Paul K. Schwartzberg	US Trustee employees
William K. Harrington	US Trustee employees
Added Computer & Telephony Come Se	Utilities
AGUA Y HIELO ESTRELLAZUL DE MEXICAL	Utilities
Airtel A/C No. 112-100960996	Utilities
Airtel A/c No: 112-100959962	Utilities
ANAPELE ROMANE	Utilities
APA NOVA	Utilities
APA NOVA BUCURESTI SA	Utilities
ARUBA SPA	Utilities
ARUBA SPA E2E	Utilities
AT & T Communication Services India	Utilities
AT and T Mobility LLC	Utilities
A YUNTAMIENTO DE MEXICALI	Utilities
BEIJING WANGAN JIE TONG TECHNOLOGY	Utilities

BETTA TELECOMUNICAÇÕES E ELETRÔNICA	Utilities
BHARTI AIRTEL LIMITED	Utilities
Bharti Airtel Services Ltd	Utilities
BORD GAIS	Utilities
C.C.D. ENERGIES	Utilities
CAM. NAL. DE LA IND. ELECTR. DE TELECOM Y TECNO DE LA INFO	Utilities
CAMARA DECOMERCIALIZACAO DE	Utilities
CASCARDISANEAMENTO BÁSICO LTDA	Utilities
CFE SUMINISTRADOR DE SERVICIOS	Utilities
Chaturshringi Service Station	Utilities
CHEMTECH WASTEMANAGEMENT LTD	Utilities
Cheongdo	Utilities
China Unicom Wuhan Paging Enterprise Office	Utilities
China United Network Communications Co., Ltd.	Utilities
CIA ULTRAGAZ S.A	Utilities
Cia Ultragaz S/A	Utilities
Com And Lan Digital Tech Co., Ltd.	Utilities
Comision Federal de Electricidad	Utilities
Comune di Atezza	Utilities
CONDOMINIO EDIFICIO PAULISTA	Utilities
Corporativo Reaal S de RL de CV	Utilities
DESARROLLO DE TECNOLOGIAS INTEGRALE	Utilities
DIBPEL GERENCIAMENTO DE RESIDUOS	Utilities
Duksung	Utilities
DYNAMIC COMMUNICATIONS MEXICO	Utilities
E.D.F. – G.D.F.	Utilities
E.ON Energie România S.A.	Utilities
EC Bank Co., Ltd.	Utilities
ECOGAS MEXICO, S. DE R.L. DE C.V.	Utilities
EDISON ENERGIA SpA	Utilities
EDP SAO PAULO DISTRIBUICAO DE	Utilities
Energia	Utilities
ENERGIA AZTECA X SA DE CV	Utilities
EOLO SpA	Utilities
Fanal Comercio Derivados Petroleo	Utilities
Fans Trans (China) International Freight Agent Co., Ltd.	Utilities
FASTWEB SPA	Utilities
FASTWEB SPA / MILANO	Utilities
GOEPIK SISTEMAS INDUSTRIAIS SA	Utilities
GSA GERENCIAMENTO DE RESIDUOS EIREL	Utilities
GTS TELECOM SRL	Utilities
H. BLOCH a.s.	Utilities
Hidrocarburos del Noroeste SA de CV	Utilities

HONJOSHI SUIDOKA	Utilities
Horizon Safety Systems	Utilities
Horizon Services	Utilities
HORIZON TECH LTDA	Utilities
Hyundai AutoEver Corp.	Utilities
IDEA CELLULAR LTD 8.10604733	Utilities
Idea Cellular Ltd A/c No 8.10398708	Utilities
Ienova Marketing S. de R.L. de C.V.	Utilities
Insight Technology Solutions GmbH	Utilities
IRCAT CO SRL	Utilities
Irish Water	Utilities
JAIMEDONACIANO JIMENEZ CRUZ	Utilities
Jiashang Petroleum (Zhoushan) Co.,	Utilities
Korean Oil	Utilities
KOSIT A S	Utilities
Kt Estate Co., Ltd.	Utilities
LUBSTAR A.S.	Utilities
Maharashtra State Electricity Distr	Utilities
MARIA ROSA ALICIA MARA VEL VALENZUEL	Utilities
MAWATI COLETA DE RESIDUOS INDUSTRIA	Utilities
MEDAM S DE RL DE CV	Utilities
MICHELLE GARCIA LICONA	Utilities
MOL Česká republika, s.r.o.	Utilities
NAMYANGCO, LTD	Utilities
Nantong Lean Electronics Co., Ltd.	Utilities
NCH BRASIL LTDA.	Utilities
Nepal Dist. de Agua Mineral LTDA.	Utilities
Nevicom SA	Utilities
ONYX EST	Utilities
OPERADORA DE BOLICHE MEXICALI	Utilities
Operadora de Boliche Mexicali SA de CV	Utilities
ORANGE BUSINESS SERVICES	Utilities
ORANGE ROMANIA SA	Utilities
Orange Slovensko a s	Utilities
PACIFIC TREATMENT ENVIRONMENTAL	Utilities
PCS Telecom Co., Ltd.	Utilities
PRAZSKA ENERGETIKA, A.S.	Utilities
Presov REAL s.r.o	Utilities
PROAGUAS TRANSANTISTA LTDA -ME	Utilities
PROLAB AMBIENTAL ANÁLISE	Utilities
PROMOBEIS DE MEXICALI, A.C.	Utilities
RADIOMOVIL DIPSA SA DE CV	Utilities
Radiomovil Dipsa SA de CV Payment	Utilities

RAI Abbonamenti Speciali Torino	Utilities
RELIANCE JIO INFOCOMM LIMITED	Utilities
Renault SAS	Utilities
RENOVA TRATAMENTO DE RESIDUOS LTDA	Utilities
Restore Shred	Utilities
Ryder Communications Group Inc	Utilities
RYDER COMMUNICATIONS GROUP INC US	Utilities
SABESP – COMP.SAN.BAS.S.P	Utilities
SAMSUNG SDS	Utilities
SAS SEGEC DIRECT	Utilities
Schneider Electric ESS BVBA	Utilities
SERVICO AUTONOMO DE AGUA E ESGOTO	Utilities
Shang Hai Lai Shi You Pin You Xian	Utilities
shanghai move-communicate Co.Ltd.	Utilities
shanghai telecom account center	Utilities
SHANGHAI WINSH COMPUTER TECHNOLOGY	Utilities
Shanghai Ziyen information technology	Utilities
Shanghai Ziyu Network Technology Co	Utilities
SINGTEL EUROPE LTD	Utilities
Singtel Global (India) Pvt Ltd	Utilities
SingTel Global India Private Limited	Utilities
Singtel Global India Pvt Ltd	Utilities
SK Broadband Co., Ltd.	
SK PROTECTIVE PRODUCTS	Utilities
SK Technik	Utilities
SK 텔레콤	Utilities
SUEZ Australia Pty Ltd	Utilities
Swisscom (Schweiz) AG	Utilities
TELECOM ITALIA SPA	Utilities
TELSTRA	Utilities
TEMPO ENERGIA S.A.	Utilities
Tinmar Energy SA	Utilities
TINMARGAS S.A.	Utilities
T-mobile Czech Republic, a.s.	Utilities
TOTAL ENERGIE GAZ	Utilities
TOTAL FRANCE	Utilities
T-SYSTEMS DO BRASIL LTDA	Utilities
UNITED GRINDING NORTH AMERICA INC	Utilities
VEOLIA EAU	Utilities
Veolia Environmental Services Techn	Utilities
VEOLIA ES CLEANWAY UK LTD	Utilities
Veolia Water Technologies	Utilities
VERIZON	Utilities

Verizon communications India Privat	Utilities
Verizon Communications Slovakia s.r	Utilities
VERIZON FINANCIAL SERVICES LLC US	Utilities
Verizon Italia S.p.A.	Utilities
Verizon Nederland BV	Utilities
Verizon Switzerland AG	Utilities
VERIZON WIRELESS	Utilities
VERIZON WIRELESS US	Utilities
VODAFONE	Utilities
Vodafone GmbH	Utilities
Vodafone Idea Limited	Utilities
Vodafone Italia S.p.A.	Utilities
Vodafone Ltd	Utilities
Vychodoslovenska energetika a.s	Utilities
Waterlogic Australia PTY LTD	Utilities
Wuhan Hubei Electric Power Company	Utilities
Wuhan Stone Smart Time Technology	Utilities
Wuhan Water Group Company Limited.	Utilities
ACEROS MOLDEADOS DE LACUNZA SA	Major Vendors
ACTECH GMBH	Major Vendors
ADP	Major Vendors
Aikoku Alpha Corp	Major Vendors
ALUMALSA	Major Vendors
Amazon	Major Vendors
Ansys	Major Vendors
AOKI SEIKI INDUSTRIES	Major Vendors
ARANDA TOOLING INC.	Major Vendors
ATMECA	Major Vendors
AutoCont	Major Vendors
A VENUE MOULDMAKING LTD	Major Vendors
AVL	Major Vendors
AXA Life	Major Vendors
BIBUS	Major Vendors
BOCAR S.A. DE C.V.	Major Vendors
Booster Precision Components	Major Vendors
BQ MACHINING SA DE CV	Major Vendors
Brakes India	Major Vendors
BUDGET SRL	Major Vendors
Caisse A VS de la Federation patronale vandoise	Major Vendors
Caparo Engineering India Pvt Ltd	Major Vendors
CASTEC	Major Vendors
CASTWELL PRODUCTS LLC	Major Vendors
CBRE	Major Vendors

CCN	Major Vendors
CEMB	Major Vendors
Central CMS Corporation	Major Vendors
CEVA	Major Vendors
Cimos	Major Vendors
CITI	Major Vendors
Cogeme	Major Vendors
COMPA SA	Major Vendors
COMPACT SERVICE ABC SRL	Major Vendors
COMPAX INC	Major Vendors
CROSS MANUFACTURING CO	Major Vendors
CRRC	Major Vendors
Daido	Major Vendors
Dalian Nakamura	Major Vendors
Dandong Heben Prec Mach Co Ltd	Major Vendors
DANYANG CHENGYE LIGHT	Major Vendors
DATA TECHNIC	Major Vendors
DBI PLASTICS	Major Vendors
DHL	Major Vendors
DISCOM INTERNATIONAL INC.	Major Vendors
Doncasters	Major Vendors
DUCI	Major Vendors
Easy Flyers S.R.O.	Major Vendors
ECONOCOM	Major Vendors
EGSTON	Major Vendors
ELE Advanced Technology	Major Vendors
ElringKlinger	Major Vendors
ENKEI ALUMINIUM PRODUCTS	Major Vendors
EQUEST LOGISTIC SRL	Major Vendors
ETAS	Major Vendors
EVEREST ROPACK	Major Vendors
Expeditors International	Major Vendors
Faist	Major Vendors
Feilong Auto Components Co., Ltd	Major Vendors
FERRIERE DI STABIO S.A.	Major Vendors
Finecast Foundry Limited	Major Vendors
FIRTH RIXSON PLC	Major Vendors
Flex Automotive	Major Vendors
Fontana	Major Vendors
Formel D	Major Vendors
FPRS DEPOSITORY ACCOUNT PLAN 88374 US (FIDELITY)	Major Vendors
FS PRECISION TECH LLC	Major Vendors
FSA Sistem de Asamblare SRL	Major Vendors

Fujitsu	Major Vendors
Fujiwa Machinery	Major Vendors
GITS	Major Vendors
GUTIERREZ TRUCKING, LLC	Major Vendors
Helical	Major Vendors
Hella	Major Vendors
Hickey Fabrication Services Ltd.	Major Vendors
HIT PRECISION METALS CO LTD	Major Vendors
Hitachi	Major Vendors
Honeywell	Major Vendors
Howmet Fixation Simmonds SAS	Major Vendors
INDO MIM PRIVATE LTD	Major Vendors
Indo Schottle	Major Vendors
INDO-MIM PRIVATE LTD	Major Vendors
INSTITUTO MEXICANO DEL SEGURO SOCIAL	Major Vendors
Inzi Controls	Major Vendors
ISIS Development	Major Vendors
Japan Pension Organization Port	Major Vendors
Jiangsu sinotec co.,ltd	Major Vendors
JIANGSU TENGCHI TECHNOLOGY CO LTD	Major Vendors
Jiangyin Machine Building Inc	Major Vendors
JIANGYIN UNI-POL CO LTD	Major Vendors
Kamtec	Major Vendors
Kehua	Major Vendors
KINTETSU WORLD EXPRESS, INC.	Major Vendors
KOSEI AKAGI (KUNSHAN) ALUMINUM CO.,	Major Vendors
Koshida Corporation	Major Vendors
KOVOLIS HEDVIKOV A.S	Major Vendors
Le Belier	Major Vendors
Leman Industire	Major Vendors
LGA Automation	Major Vendors
Lioho Metal (hubei) Co Ltd	Major Vendors
LISK GW COMPANY INC	Major Vendors
M2M Machining Inc.	Major Vendors
Magneti Marelli	Major Vendors
MANPOWER	Major Vendors
Marubeni Automotive Corporation	Major Vendors
MECANIZACION S.A.	Major Vendors
Mei Ta Industrial	Major Vendors
METALIS	Major Vendors
Microsoft Corporation	Major Vendors
MINDA CORPORATION LIMITED	Major Vendors
MITSUBA	Major Vendors

MITSUBISHI	Major Vendors
NATIONALECONOMIC RESEARCH ASSOC	Major Vendors
Netron Investment SRL	Major Vendors
NINGBO YINZHOU TIANGE AUTOMOBILE	Major Vendors
NMB Minebea GmbH	Major Vendors
NNC SOLUTIONS SRL	Major Vendors
NORMA	Major Vendors
NTT	Major Vendors
Old Mutual Operadora de Fondos	Major Vendors
ORACLE	Major Vendors
PERROTON	Major Vendors
Pierburg	Major Vendors
Poclain Technicast	Major Vendors
PRECIALP	Major Vendors
PRECISION RESOURCE	Major Vendors
Q and L Industrial Services s r o	Major Vendors
Quality & Logistics Industrial Service	Major Vendors
R.G. RAY CORPORATION	Major Vendors
RAIS Slovakia, s.r.o.	Major Vendors
RCI ROSS CASTING & INNOVATION	Major Vendors
Remet UK Ltd.	Major Vendors
S&H Co	Major Vendors
Saint Jean Industries Lorraine	Major Vendors
Saint Jean Industries Lorraine SA	Major Vendors
Samwee Precision	Major Vendors
SC EXCELENT AUTO SRL	Major Vendors
Schaeffler	Major Vendors
SECURITAS	Major Vendors
SELMEC	Major Vendors
Sensata	Major Vendors
Seo-il Casting	Major Vendors
Shanghai LiangJi	Major Vendors
SICTA	Major Vendors
SIRVA GLOBAL RELOCATION INC.	Major Vendors
Sn SAMAT	Major Vendors
Sonceboz	Major Vendors
STOCKLOR	Major Vendors
Streit	Major Vendors
STWM	Major Vendors
Supply Chain Factory GmbH	Major Vendors
T.R. Fastenings	Major Vendors
TAIKO UNYU	Major Vendors
TATA CONSULTANCY SERVICES	Major Vendors

TECHSISTEM SRL	Major Vendors
TECNOMATIC	Major Vendors
TF SERVICE IMPEX SRL	Major Vendors
THE CHARTER DEPT. INC.	Major Vendors
THE COLLECTOR - GENERAL	Major Vendors
Thermamax	Major Vendors
Trigo	Major Vendors
TRUCAST	Major Vendors
Turbocam Automated Production Syste	Major Vendors
Umfotec Umformtechnik GmbH	Major Vendors
UniCredit	Major Vendors
UNITED HEALTH CARE	Major Vendors
Universal Precision Screws	Major Vendors
US BANK (FREIGHT)	Major Vendors
VANGUARD FOUNDRY LTD	Major Vendors
VIMI Fasteners S.p.A.	Major Vendors
WAUKESHA BEARINGS CORP	Major Vendors
Wescast	Major Vendors
Wieland Metal Services LLC	Major Vendors
Windtech Inc	Major Vendors
WUXI BEST PRECISION MACHINERY CO	Major Vendors
WUXI LIHU	Major Vendors
Wuxi Xinan Aluminum Technology Co.,	Major Vendors
WUXI YELONG PRECISION MACHINERY CO	Major Vendors
YUSEN LOGISTICS S.R.L.	Major Vendors
Agenzia Regionale per la Tutela dell'Ambiente (ARTA), Distretto provinciale di Chieti	Other Unsecured Creditors
Regione Abruzzo Dipartimento Opere Pubbliche, Governo del Territorio e Politiche Ambientali	Other Unsecured Creditors
Servizio Tecnico Ambiente, Provincia di Chieti	Other Unsecured Creditors
Tennessee Department of Environment and Conservation	Other Unsecured Creditors

Schedule 2

Disclosure

Name of Entity Searched	Name of Entity and/or Affiliate that is Client (if different than name of entity searched)	Status
Aegon USA Investment Management, LLC		Former Client
AIG Europe Limited		Current Client
AlixPartners LLP		Former Client
Allianz Insurance plc		Current Client
Allied World Assurance Company AG		Current Client
ANGELO, GORDON & CO.L.P.		Current Client
APEX CREDIT PARTNERS LLC	Apex International Financial Engineering Research & Technology Co., Ltd.	Former Client
ARES MANAGEMEN+C11T LLC (AS AGT)	Ares Corporate Opportunity Fund	Former Client
AT & T Communication Services India		Former Client
AT and T Mobility LLC		Former Client
Australian Taxation Office		Current Client
Aviva Group		Current Client
AXA Investment Managers (U.K.), LTD		Current Client
B.N.P. Paribas Factor S.A.		Former Client
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.		Current Client
Bank of America Merrill Lynch International Limited		Former Client
BARCLAYS	Barclay's Bank and Barclay's Entertainment	Former Clients
Barings, LLC		Current Client
Bayerische Motoren Werke AG		Former Client
BBVA		Current Client
BCO BILBAO VIZCAYA ARGENTARIA,		Current Client
BlackRock Fund Advisors		Current Client
BLUEMOUNTAIN CAP MANAGEMENT, L		Current Client
BNP Paribas		Former Client
BRIGADE CAP MGT, LP		Current Client
CAIRN CAPITAL GROUP LTD (AGT)		Current Client
CARLSON CAPITAL, L.P.		Current Client
CARLYLE INV MGMT LLC.		Current Client
CBRE		Former Client
CORNERSTONE RESEARCH INC.	Cornerstone On Demand (current client); Cornerstone Real Estate Advisers LLC, Cornerstone Brands, Inc., Cornerstone Consolidated Services Group, Inc., and The Cornerstone Holdings Group, Inc. (former clients).	See previous column.
CQS MGT LTD		Current Client
CSC THE UNITED STATES CORPORATION		Former Client
CVC CR PARTS LLC		Current Client
Daido		Former Client
Daimler AG		Current Client

DCM SENIOR CREDIT, LLC		Former Client
Deloitte & Touche LLP	Deloitte Australia	Former Client
Deloitte & Touche S.P.A	Deloitte Australia	Former Client
Deloitte & Touche SA Suisse	Deloitte Australia	Former Client
Deloitte Audit S.R.L.	Deloitte Australia	Former Client
Deloitte Audit s.r.o.	Deloitte Australia	Former Client
Deloitte Audit, s. r. o.	Deloitte Australia	Former Client
Deloitte Consulting AG	Deloitte Australia	Former Client
Deloitte Haskins and Sells LLP	Deloitte Australia	Former Client
Deloitte LLP	Deloitte Australia	Former Client
Deloitte SA	Deloitte Australia	Former Client
DELOITTE TOUCHE	Deloitte Australia	Former Client
Delphi Automotive Systems LLC		Former Client
DESARROLLO DE TECNOLOGIAS INTEGRALE		Former Client
Deutsche Bank		Former Client
DHL		Former Client
DWS Investment GmbH		Former Client
E.D.F. - G.D.F.	Electricite de France	Current Client
Energia	HNR Energia B.V. and Compagnia Italiana Energie	Current Client
Fiat Chrysler Automobiles N.V		Current Client
Fidelity International Limited - FIL Investment Services (U.K.), LTD	Fidelity National Title and Fidelity National Financial	Current Client
Ford Motor Company		Current Client
FSA Systeme de Asamlare SRL	Financial Security Assurance	Former Client
FTI CONSULTING INC US		Former Client
Fujitsu		Current Client
Garrett ASASCO		Current Client
Garrett Motion Inc.		Current Client
General Motors		Current Client
Generali Insurance Asset Management SGR S.p.A.	Assicurazioni Generalie (current client); Generali Real Estate and Generali Deutschland Immobilien (former clients).	See previous column.
GoldenTree Asset Management, L.P. (U.S.)		Current Client
GOLDENTREE ASSET MGMT LP		Current Client
GOLDENTREE LOAN MNGT EUR CLO 3		Current Client
GSO CAP PART LP		Former Client
HAYFIN CAPITAL MANAGEMENT LLC		Former Client
Hitachi		Former Client
HOGAN LOVELLS INTERNATIONAL LLP		Former Client
Hogan Lovells LPP International LLP		Former Client
Hogan Lovells Paris LLP		Former Client
HOGAN LOVELLS US LLP		Former Client

Honeywell International Inc.		Former client
HPS INVESTMENT PARTNERS		Current Client
Hyundai AutoEver Corp.		Current Client
Hyundai Kia		Current Client
ICICI BANK LTD		Current Client
INVESCO ADVISERS, INC (AS AGEN	INVESCO	Former Client
INVESTCORP CREDIT MGMT US LLC		Current Client
IRS (INTERNAL REVENUE SERVICE)		Former Client
J.P. Morgan - Global Corporate Bank, Switzerland		Current Client
J.P. Morgan Europe Limited		Current Client
J.P. MORGAN SECURITIES PLC		Current Client
Kames Capital PLC		Former Client
Kim and Chang		Current Client
KPMG LLP		Former Client
Kurtzman Carson Consultants		Former Client
LATHAM & WATKINS LLP		Former Client
Liberty Insurance Corp	Liberty Mutual Insurance	Former Client
Lord, Abbett & Co., LLC (Asset Management)		Former Client
M&G Investment Management Ltd		Current Client
MARSH & MCLENNAN INSURANCE AGENCY LUS		Current Client
Marsh Ltd		Former Client
MARSH LTD UK GB		Former Client
Marubeni Automotive Corporation	Marubeni Techno-Systems Corporation	Current Client
MEDALIST PARTNERS CORPORATE		Current Client
Mediolanum Asset Management, LTD		Current Client
Merrill Lynch International		Former Client
Microsoft Corporation		Former Client
MITSUBISHI		Current Client
Morgan Stanley Smith Barney LLC		Current Client
MUFG	Union Bank (MUFG)	Former Client
Navigators Insurance Co	Navigator Equities (current client); Navigators Insurance Company (Former Client)	See previous column.
NCH BRASIL LTDA.	NCH Capital Inc.	Former Client
Nissan Motor Co, Ltd	Nissan Chemical Industries and Renault Nissan Global Management (current clients); Nissan Motor (former client).	See previous column.
Nomura Asset Management U.S.A., Inc.		Former Client
NTT	NTT DOCOMO, Inc. (current client); NTT Electronics Corporation (former client).	See previous column.
ORACLE		Former Client
PARTNERS GROUP (USA) INC.		Current Client

Perella Weinberg Partners LP		Former Client
PineBridge Investments Europe, LTD		Former Client
PRICEWATERHOUSE COOPERS		Former Client
QBE European Operations plc.		Former Client
RAIFFEISEN BANK INTERNATIONAL	Rabobank, f/k/a Cooperative Centrale Raiffeisen-Boerenleenbank BA	Current Client
RAYMOND JAMES BANK N.A.		Current Client
Renault S.A.		Current Client
RENOVA TRATAMENTO DE RESIDUOS LTDA		Former Client
RYDER COMMUNICATIONS GROUP INC US	Ryder Capital and Ryder Investment Management	Current Client
S&H Co	S&H Mining	Current Client
SAIC General Motors Corporation Limited		Former Client
SAMSUNG SDS		Current Client
Schroder Investment Management North America, Inc.		Former Client
SK Broadband Co., Ltd.	SK Hynix (current client); SK Laboratories (former client)	See previous column
SOC GEN	Societe Generale de Banque au Liban SAL aka SGBL	Current Client
Société Générale	See above.	See above.
Sony Computer Entertainment Inc.		Current Client
Sumitomo Mitsui Trust Club Co., Ltd.	Mitsui (current client), Sumitomo (former client)	See previous column
St Paul's CLO IX Designated Activity Company	St. Paul Venture Capital	Former Client
SULLIVAN & CROMWELL LLP		Former Client
TMD		Former Client
Toyota Motor Corporation		Former Client
TPG OPPORTUNITIES PARTNERS, LP		Current Client
UBS Fund Management (Luxembourg) S.A. (Funds)		Former Client
UBS Switzerland AG		Former Client
UniCredit		Former Client
UniCredit Bank AG		Former Client
UniCredit Bank AG Luxembourg Branch		Former Client
US BANK (FREIGHT)		Current Client
VEOLIA EAU		Former Client
VERIZON		Current Client
Volkswagen Group		Current Client
XL Insurance Company SE		Current Client
YORK CAP MGT ADVISORS LLC		Current Client

Exhibit C

Maironi Declaration

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Proposed Special Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11
	: :
GARRETT MOTION INC., <i>et al.</i> , ¹⁰	: Case No. 20-12212 (MEW)
	: :
Debtors.	: Jointly Administered
	: :
-----X	

¹⁰ The last four digits of Garrett Motion Inc.'s tax identification number are 3189. Due to the large number of debtor entities in these Chapter 11 Cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/garrettmotion>. The Debtors' corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

**DECLARATION OF JEROME P. MAIRONI IN SUPPORT OF APPLICATION OF
DEBTORS AND DEBTORS IN POSSESSION FOR ENTRY OF AN ORDER
AUTHORIZING RETENTION AND EMPLOYMENT OF QUINN EMANUEL
URQUHART & SULLIVAN LLP AS SPECIAL COUNSEL PURSUANT TO
BANKRUPTCY CODE SECTIONS 327(e), 328(a), AND 1107(b), *NUNC PRO TUNC* TO
THE PETITION DATE AND NOTICE OF OPPORTUNITY FOR HEARING**

I, Jerome P. Maironi, hereby state as follows:

1. I am the Senior Vice President, General Counsel and Corporate Secretary of Debtor Garrett Motion Inc.

2. I submit this declaration (this “Declaration”) in support of the *Application of Debtors and Debtors In Possession for Entry of An Order Authorizing Retention and Employment of Quinn Emanuel Urquhart & Sullivan LLP as Special Counsel Pursuant to Bankruptcy Code Sections 327(e), 328(a), and 1107(b), Nunc Pro Tunc to the Petition Date* (the “Application”).¹¹ I have reviewed and am familiar with the contents of the Application and the Declaration of Matthew Scheck in support of the Application and attached thereto as Exhibit B (the “Scheck Declaration”). Except as otherwise indicated, the facts set forth herein are based upon my personal knowledge, my review of relevant documents, information provided to me by employees working under my supervision or my opinion based upon experience with the operation of the Debtors and their industry as a whole.

Selection of Quinn Emanuel as Counsel

3. The Debtors recognize when selecting legal counsel in complex chapter 11 cases, a comprehensive review process is necessary to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

¹¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

4. The Debtors understand that Quinn Emanuel has significant experience in, among other areas, complex financial litigation and restructurings. Since its engagement, Quinn Emanuel has become familiar with the Debtors particularly as related to the Honeywell Claims. Among other things, Quinn Emanuel filed the Honeywell Action on behalf of two of the Debtors. The Debtors thus believe that Quinn Emanuel is well-qualified to render legal services to the Debtors in connection with the Honeywell Claims in an efficient and effective manner.

Rate Structure

5. In my capacity as the Senior Vice President, General Counsel and Corporate Secretary, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. The Debtors have reviewed, and have discussed with Quinn Emanuel, the proposed rates for Quinn Emanuel's legal services in connection with these chapter 11 cases.

6. Quinn Emanuel has informed the Debtors that its hourly billing rates do not vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement. I am responsible for reviewing the invoices regularly submitted by Quinn Emanuel, and have been informed by Quinn Emanuel that the rates Quinn Emanuel charged the Debtors in the prepetition period related to the Honeywell Action are the same as the rates Quinn Emanuel will charge the Debtors in the postpetition period, with the exception of annual rate increases to reflect economic and other conditions on September 1, 2019 and September 1, 2020.

Cost Supervision

7. The Debtors have approved Quinn Emanuel's budget and staffing plan for the period from the September 21, 2020 to October 31, 2020, recognizing that in the course of these chapter 11 cases, there may be unforeseen fees and expenses that will need to be addressed by the Debtors and Quinn Emanuel. The Debtors further recognize that it is their responsibility to

monitor closely the billing practices of their counsel and other retained professionals to ensure that the fees and expenses paid by the estate remain consistent with the Debtors' expectations and are appropriate under the circumstances of these chapter 11 cases.

8. The Debtors will review and make any appropriate adjustments to the prospective budgets and staffing plans to be submitted by Quinn Emanuel on a monthly basis during these chapter 11 cases, and will review Quinn Emanuel's fees and expenses as set forth in the monthly and interim fee applications to be submitted by Quinn Emanuel to the Court in order to ensure that such fees and expenses are reasonable and appropriate under the circumstances. While every chapter 11 case is unique, I believe this review will enable the Debtors to effectively supervise legal fees and expenses incurred in these chapter 11 cases, including budgeting and staffing of legal personnel with regard to specific matters in these cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Dated: September 30, 2020
Rolle, Switzerland

/s/ Jerome P. Maironi
Jerome P. Maironi
Senior Vice President, General Counsel and
Corporate Secretary