

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

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In re : **Chapter 11**
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GARRETT MOTION INC., et al.,¹ : **Case No. 20-12212 (MEW)**
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Debtors. : **(Jointly Administered)**
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: **Hearing Date:**
: **Objection Deadline:**
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**ORDER AUTHORIZING DEBTORS TO EMPLOY AND
RETAIN ALIXPARTNERS, LLP AS THEIR RESTRUCTURING
ADVISOR NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “Application”)² of Garrett Motion Inc. and certain of its affiliated debtors, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “Debtors”), pursuant to section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”) for entry of an order authorizing the Debtors to retain and employ AlixPartners, LLP (“AlixPartners”) as restructuring advisor, in accordance with the terms and conditions set forth in that certain engagement letter dated as of March 24, 2020, including any amendments and schedules thereto, attached to the Application as **Exhibit B**

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 available at the claims and noticing agent website established for the Debtors at <http://www.kccllc.net/garrettmotion>. The Debtors’ corporate headquarters is located at La Pièce 16, Rolle, Switzerland.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.



(the “Engagement Letter”), *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application and the declaration of Pilar Tarry, annexed to the Application as **Exhibit C** (the “Tarry Declaration”); and the Court having jurisdiction to consider the Application and the relief requested in accordance with 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application, if necessary (the “Hearing”); and the Tarry Declaration, filed contemporaneously with the Application, and the record of the Hearing; and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their creditors, and all parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth herein.
2. Pursuant to Bankruptcy Code sections 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain AlixPartners as their restructuring advisor in these Chapter 11 Cases *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter attached to the Application as **Exhibit B**, except as explicitly limited or modified herein.

3. Notwithstanding anything to the contrary in the Engagement Letter, the Indemnification Provisions are hereby modified during the pendency of these Chapter 11 Cases as follows:

- a. All requests by AlixPartners for the payment of indemnification as set forth in the Application and/or Engagement Letter shall be made by means of an application to the Bankruptcy Court and shall be subject to review by the Bankruptcy Court to ensure that payment of such indemnity conforms to the terms of the Application and/or Engagement Letter and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall AlixPartners be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct; and
- b. In the event that AlixPartners seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Application and/or Engagement Letter, the invoices and supporting time records for the attorneys' fees and expenses shall be included in AlixPartners' own applications, both interim and final, and these invoices and time records shall be subject to the Amended Guidelines, the U.S. Trustee Guidelines and the approval of the Bankruptcy Court pursuant to Sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under Section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy Section 330(a)(3)(C) of the Bankruptcy Code.

4. Any limitation of liability pursuant to the terms and conditions set forth in the Engagement Letter, or otherwise, is hereby eliminated for the duration of these Chapter 11 Cases.

5. AlixPartners is authorized to apply the Retainer and any remaining advance to satisfy any unbilled or other remaining prepetition fees and expenses AlixPartners becomes aware of during its ordinary course billing review and reconciliation. AlixPartners shall apply any remaining amounts of its Retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first order of this Court awarding fees and expenses to AlixPartners.

6. AlixPartners shall file monthly, interim and final fee requests for the allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Rules, the Fee Guidelines, and any other such procedures as may be fixed by order of the Court. AlixPartners shall also make a reasonable effort to comply with the requests for information and additional disclosures as set forth in the Fee Guidelines, both in connection with the Application and all applications for compensation and reimbursement of expenses filed by AlixPartners in these Chapter 11 Cases.

7. Prior to any increases in AlixPartners' rates for any individual retained by AlixPartners and providing services in these Chapter 11 Cases, AlixPartners shall file a supplemental affidavit with the Court and provide ten business days' notice to the Debtors, the United States Trustee and any official committee. The supplemental affidavit 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 the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to Section 330 of the Bankruptcy Code.

8. AlixPartners shall use its reasonable best efforts to coordinate with the Debtors' other retained professionals to avoid duplication of services provided to the Debtors in these Chapter 11 Cases.

9. To the extent that there is any inconsistency between the Engagement Letter, the Application and this Order, the provisions of this Order shall apply.

10. The Debtors are authorized and empowered to take all steps necessary or appropriate to implement the relief granted in this Order.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. Notwithstanding anything in the Application or the Engagement Letter to the contrary, during the pendency of these chapter 11 cases, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. For the avoidance of doubt, any provision of the unmodified Engagement Letter that provides for mediation or arbitration shall not be applicable unless this Court lacks or declines to exercise jurisdiction.

Dated: October 26, 2020

s/Michael E. Wiles
THE HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE