

**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> , <sup>1</sup>	:	Case No. 20-12212 (MEW)
	:	
	:	
Debtors.	:	Jointly Administered
	:	
	:	
_____	X	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT  
OF DELOITTE AG AS AUDITOR AND ADVISORY SERVICES PROVIDER  
TO THE DEBTORS EFFECTIVE  
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 327(a), 328(a) and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (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 Rules for the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”); for authorization to employ Deloitte AG as auditor and advisory services provider to the Debtors effective as of the Petition Date, all as more fully set forth in the Application; and upon the Gschwend & McNeil Declaration in support of 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 from the United States District Court for the Southern District of New York*, and venue of these Chapter 11 Cases and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Application and the relief requested therein has been provided in

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used herein but not otherwise defined have the meanings ascribed in Application.



accordance with the Bankruptcy Rules and the Local Rules; and that, except as otherwise ordered herein, no other or further notice is necessary; and any objections (if any) to the Application having been withdrawn, resolved or overruled on the merits; and a hearing having been held to consider the relief requested in the Application and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found that the terms and conditions of employment, including those set forth in the Engagement Agreements and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court having found that Deloitte AG is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is necessary and essential for the Debtors’ reorganization and such relief is in the best interests of the Debtors’ estates, their creditors, and other parties-in-interest; and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED 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 Deloitte AG as their independent auditor in these Chapter 11 Cases *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Engagement Agreements attached to the Application as **Exhibit B**, except as explicitly limited or modified herein; *provided* that the indemnification and limitations of liability provisions contained in the Engagement Agreements shall not apply to any matter related to the Chapter 11 Cases.
3. Except as limited and modified by this Order, the terms of the Engagement Agreements are approved in all respects.

4. The Engagement Agreements are deemed modified with respect to services performed thereunder after the Commencement Date and prior to the effective date of any plan of reorganization of the Debtors as follows:

5. Deloitte AG shall use its reasonable efforts to avoid any unnecessary duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

6. Deloitte AG 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.

7. All fixed fee compensation payable to Deloitte AG pursuant to the Engagement Agreements shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code; *provided*, that, notwithstanding anything to the contrary in this Order, the Application, the Engagement Agreements or the Gschwend & McNeil Declaration, the U.S. Trustee shall be entitled to review applications for payment of fixed fee compensation by Deloitte AG under the standards set forth in sections 330 and 331 of the Bankruptcy Code, and that, in the event the U.S. Trustee objects to any application for payment of fixed fee compensation, this Court retains the right to review such application pursuant to section 330 of the Bankruptcy Code.

8. To the extent that Deloitte AG, at the request of the Debtors, performs services other than those set forth and approved in this Order, Deloitte AG shall file with this Court a supplemental retention application authorizing performance of such services effective as of the date such services were performed by Deloitte AG, and Deloitte AG will submit a proposed order approving the supplemental retention under a Notice of Presentment, which shall be served and filed at least ten (10) calendar days before the presentment date; and any objections thereto must be filed at least seven (7) calendar days before the presentment date.

9. Prior to any increases in Deloitte AG's rates for any individual retained by and providing services in these cases, Deloitte AG shall file a supplemental declaration with the Court and provide ten (10) business days' notice to the Debtors, the U.S. Trustee and any official committee. The supplemental 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 the rate increase. The U.S. 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.

10. Notwithstanding anything to the contrary in the Application, the Engagement Agreements or the Gschwend & McNeil Declaration, Deloitte AG shall not be entitled to reimbursement of any attorneys' fees incurred in connection with the preparation and filing of the Application, any fee applications, or monthly fee statements.

11. The Debtors and Deloitte AG are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

12. In the event of any inconsistency among the Engagement Agreements, the Application, and this Order, this Order shall govern.

13. The requirements set forth in Local Rule 9013-1(b) are satisfied.

14. Notwithstanding anything in the Application or 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  
New York, New York

s/Michael E. Wiles  
The Honorable Michael E. Wiles  
United States Bankruptcy Judge