

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

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

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN  
 KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE  
 ADVISOR 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 (the “Debtors”) for entry of an order (this “Order”) granting the employment and retention of Kurtzman Carson Consultants LLC (“KCC”) as administrative advisor (“Administrative Advisor”) to the Debtors *nunc pro tunc* to the Petition Date pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, all as more fully described in the Application; and upon the Jordan Declaration submitted 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*, dated January 31, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may

<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> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.



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 and opportunity for a hearing on the Application were appropriate and 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 herein.
2. The Debtors are authorized to retain KCC as Administrative Advisor pursuant to section 327(a) of the Bankruptcy Code effective *nunc pro tunc* to the Petition Date under the terms of the Service Agreement, and KCC is authorized to perform the bankruptcy administration services described in the Application and set forth in the Service Agreement; *provided* that the limitations of liability provisions shall not apply to any matter related to the chapter 11 cases.
3. KCC is authorized to take such other action to comply with all duties set forth in the Application.
4. This Order shall not apply to any services KCC was not authorized to render pursuant to any order approving the Section 156(c) Application.

5. KCC shall apply to this Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred in these Chapter 11 Cases after the Petition Date in connection with this Application in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Amended Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses to Professionals*, dated December 21, 2010, the *Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York*, dated effective February 5, 2013, (the “Amended Guidelines”), the United States Trustee Fee Guidelines (the “U.S. Trustee Guidelines”), and any orders entered in these Chapter 11 Cases regarding professional compensation and reimbursement of expenses.

6. KCC must provide notice within ten (10) business days to the Debtors, the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”) and any official committee prior to any increases in any of KCC’s rates, and such notice must be filed with the Court. 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, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code; *provided, however*, that this provision is only applicable to the bankruptcy administration services authorized by this Order.

7. KCC may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, KCC may hold its retainer under the Service Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Service Agreement.

8. The Debtors shall indemnify KCC in accordance with the terms of the Service Agreement, as modified pursuant to this Order.

9. All requests by KCC for the payment of indemnification as set forth in the Service Agreement shall be made by means of an application to this Court and shall be subject to review by this Court to ensure that payment of such indemnity conforms to the terms of the Service Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided*, that in no event shall KCC be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty, gross negligence, or willful misconduct.

10. In the event that KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Service Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's 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 this 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.

11. KCC shall not be entitled to reimbursement by the Debtors for any fees, disbursements, or other charges of KCC's counsel other than those incurred in connection with a request of KCC for payment of indemnity.

12. The contents of the Application satisfy the requirements of Bankruptcy Rule 6003(b).

13. Notice of the Application satisfied the requirements set forth in Bankruptcy Rule 6004(b).

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. The Debtors and KCC are authorized to take all actions necessary to carry out the relief granted in this Order in accordance with the Application.

16. In the event of any inconsistency between the Service Agreement, the Application, and this Order, the terms of this Order shall govern.

17. 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.

New York, New York  
Dated: October 26, 2020

**s/Michael E. Wiles**

The Honorable Michael E. Wiles  
UNITED STATES BANKRUPTCY JUDGE