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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In the Matter of:  
GARRETT MOTION INC., et al., Main Case No.  
Debtors. 20-12212-mew

- - - - -x

United States Bankruptcy Court  
One Bowling Green  
New York, New York

February 22, 2021  
11:00 AM

B E F O R E:  
HON. MICHAEL E. WILES  
U.S. BANKRUPTCY JUDGE

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2 Status Conference

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ALSO PRESENT:

DAVID HILTY, Houlihan Lokey

BRUCE MENDELSON, Perella Weinberg

ALEXANDER SVOYSKIY, Perella Weinberg

HARRY WILSON, Equity Committee

REGINA SAVAGE, Morgan Stanley

SEAN DEASON

1 P R O C E E D I N G S

2 THE COURT: Morning, everybody.

3 Mr. Diedrich, do you have a report?

4 MR. DIETDERICH: Good morning, Your Honor. Yes, I do.

5 For the record, Andy Dietderich, Sullivan and Cromwell.

6 Well, Your Honor, we're a bit disappointed this  
7 morning. We don't have the deal that we had hoped for  
8 involving everyone this morning. We do have continued active  
9 discussions and we have all the different parties engaged with  
10 each other. We made a compromise proposal on Thursday of last  
11 week as the debtors, Your Honor, something that didn't have  
12 buy-in from anybody but was kind of proposed to be in the  
13 middle between the different groups we have here.

14 We had very constructive discussions Friday and over  
15 the weekend on the basis of that proposal and different  
16 variants of it. And there's a limited number of moving pieces.  
17 But the upshot this morning is that we do have two requests for  
18 you as anticipated.

19 The first request is the debtors do think it would be  
20 helpful to at least identify a mediator and to be able to start  
21 the works to have mediation commence immediately on the limited  
22 scope -- or as soon as possible on the limited scope of  
23 resolving the equity committee objection to the COH plan. The  
24 debtors -- if it's okay with Your Honor, we can circulate a  
25 simple form of mediation order. We'd like to keep that as

1 simple as possible. And again, we'd like to start that ASAP.

2 We continue to have our concerns about timetable.

3 This is not a process that can bog down without some risk to  
4 the business and to the value and in particular to the very  
5 favorable situation of the financing markets right now.

6 So the other request that we'd have, if it pleases the  
7 Court, would be to go ahead and try to identify a date for the  
8 following week where we would resume pursuit of the plan in the  
9 event that we don't have a consensus with a mediator and  
10 regardless whether it's contested or not contested. And we  
11 hope then to be able to move forward with the COH deal at that  
12 time with whatever improvements before then COH has seen fit to  
13 make in light of feedback from the Court, from the debtors, and  
14 of course, from the mediator.

15 So that's the quick status update.

16 THE COURT: You would want to resume -- you would want  
17 a date sometime during the week of March 1st, is what you're  
18 saying?

19 MR. DIETDERICH: Correct.

20 MR. GLENN: Your Honor, Andrew Glenn. May I be heard,  
21 please?

22 THE COURT: Yes, of course.

23 MR. GLENN: Good morning. Again, Andrew Glenn, Glenn  
24 Agre Bergman & Fuentes on behalf of the equity committee.

25 Your Honor, we have been -- the equity committee has

1 been actively engaged in direct settlement negotiations with  
2 the COH group and the debtor since the hearing last week. We  
3 worked hard over the weekend and we're trying very hard to  
4 bridge the gaps that divide us.

5           What I would say is that one of the criticisms that's  
6 been leveled against us is that the equity committee only owns  
7 a very small amount of the stock, even though we speak to other  
8 shareholders outside of the deal all the time to gauge their  
9 views, that criticism persists. We think that's unfair because  
10 we represent all shareholders. That's our duty.

11           But in this particular circumstance, what I'd say is  
12 that we've been trying to negotiate directly with the Jones Day  
13 group to ensure that our respective shareholder interests are  
14 aligned. They own a very significant amount of the stock. And  
15 unfortunately, there's a view that they are constrained from  
16 speaking with us because they are party to the coordination  
17 agreement. And I think that's one of the reasons the process  
18 is stalled. We don't think it's appropriate to negotiate a  
19 settlement around the majority of the shareholders. And so we  
20 think it's important that shareholders be allowed to  
21 communicate. And we think that the mediation process will  
22 afford us that opportunity.

23           What I would say is that we're dedicated to try to  
24 resolve this case in the best manner possible, we're dedicated  
25 to continue talks between now and the time a mediation begins.

1 And we think the mediation should begin sooner rather than  
2 later.

3 In terms of Mr. Dietderich's request to put the matter  
4 back on the calendar, if that's the way this is going to go,  
5 then I think as Your Honor recognized at the last hearing,  
6 that's a very different matter than what was contemplated. So  
7 I think we need to have a follow-up status conference to talk  
8 about the shape and scope of that hearing and what work might  
9 need to be done between now and then, including additional  
10 discovery. But that's clearly not our focus. We've been  
11 advocating mediation from the first time Your Honor suggested  
12 it. And we think that unless the parties can come to an  
13 agreement very quickly, which has been something we've been  
14 unable to do so far, that we have to have that mediation  
15 scheduled, we need to have that target, and then if we're going  
16 to have a litigation process, it should be a fair and  
17 appropriate one, not one that just starts next week because the  
18 company wants to do that. So that's where we are, Your Honor,  
19 and we're ready to move forward on all these fronts.

20 MR. DUNNE: Your Honor, it's Dennis Dunne. May I be  
21 heard for a moment?

22 THE COURT: Yes, go ahead.

23 MR. DUNNE: Good morning, Your Honor. And for the  
24 record, it's Dennis Dunne of Milbank on behalf of Centerbridge  
25 Partners and Oaktree Capital Management.

1 I guess I'd like to say two things. One is that there  
2 has been a lot of discussion since we were last in front of  
3 Your Honor on Friday. I think that people are beginning to  
4 identify those elements of the deal that we can build consensus  
5 around and that address the Court's concerns and those  
6 conversations have been directly with the equity committee's  
7 advisors. I'd say that I was -- I'm hopeful that we actually  
8 don't need a mediator.

9 I think one should be appointed today and we should  
10 have a date set for the commencement of mediation and we should  
11 get on with it if we don't have a deal before then. But I do  
12 think that there's a chance that we can actually get to a deal  
13 prior to the start of mediation. And I urge all the parties on  
14 the phone to continue negotiating with the same philosophy that  
15 we did over the weekend between now and the commencement of  
16 mediation, because that would be a good day if we could get  
17 there. And if not, the mediator will pick up the baton  
18 wherever we happen to be in the negotiations at that point in  
19 time.

20 The last thing I wanted to raise, Your Honor, was a  
21 comment to Mr. Glenn who said with respect to Jones Day, my  
22 understanding is there have been direct conversations with the  
23 Jones Day group and the equity committee. And we certainly  
24 haven't said anything to the sort that they can't talk directly  
25 with the Jones Day group about whatever they want to discuss.



1 And my understanding is those conversations have been had.

2 But pulling back, I actually think when you kind of  
3 zoom out and look at the proposals that have gone back and  
4 forth and the elements that people are talking about, I think  
5 we should keep talking because I think there's potentially a  
6 path here and let's keep at it. And with that, Your Honor,  
7 unless the Court has any questions, I'll cede.

8 THE COURT: Okay. It would be inappropriate for me to  
9 ask you the details of your settlement discussions, not that  
10 I'm not curious, but I won't ask you.

11 Let me ask the Jones Day group, you think you're under  
12 any restrictions as to your ability to negotiate with the  
13 equity committee at this point?

14 MR. GLENN: Your Honor, we actually do feel like we  
15 had some restrictions. Mr. Dunne has generously resolved  
16 doubts that might have existed in that area. But nevertheless,  
17 we've been able to have what I regard as constructive  
18 conversations with all parties and we will continue to do so.

19 For the record, I agree with virtually everything that  
20 Mr. Dunne said, that we should continue to try to work until a  
21 mediator gets up and running. But we do believe that getting  
22 the mediator appointed and start the process of getting it up  
23 and running is probably the right thing to do as a next step.

24 THE COURT: So what's your guesstimate as to how close  
25 you are and how much time you think a mediation might take and

1 how much energy? There's quite a few of you.

2 MR. DIETDERICH: Your Honor, I think it -- this is  
3 Andy Dietderich for the record -- for the debtors. From the  
4 debtors perspective, I think the parties are close.

5 One of the things that makes the situation more  
6 difficult despite the parties being close, is simply the number  
7 of parties involved. So you have Centerbridge and Oak Tree,  
8 you have the additional investors, Honeywell, the equity  
9 committee, the debtors. But we do -- or we are relatively  
10 close and as I said, the number of moving pieces is also  
11 relatively modest. So there's a few key commercial terms that  
12 have been ninety-five percent of the focus over the last four  
13 or five days. So I think the debtors think that there is a  
14 good possibility -- again, just reading tea leaves, that people  
15 will reach an agreement in the next couple of days, hopefully  
16 before mediation starts in earnest. And then if a mediator has  
17 to pick up the baton, to use Mr. Dunne's phrase, hopefully it's  
18 only for the very last leg of the race. So we're optimistic,  
19 which is why the debtors do believe that we should -- we can go  
20 ahead and still circle a date for resuming litigation in the  
21 near future.

22 THE COURT: All right. And I know that we were  
23 specifically focused last week on who gets to participate in  
24 the rights offering. I think I asked you a fairly inept set of  
25 questions that didn't really get to what I was trying to

1 understand, which was if I'm a relatively small shareholder,  
2 are there any practical limits on my ability to participate in  
3 the rights offering, any minimum investment?

4 MR. DIETDERICH: So far, Your Honor, we've kept  
5 those -- we have kept those to a minimum. There is an 1145  
6 question which is relevant. And as numbers change, the view on  
7 that question could change. So we don't yet have a definitive  
8 view, depending on where things fall out commercially on  
9 whether 1145 will or won't be available. We believe it was  
10 available in the plan as currently structured, but as the  
11 amount of rights versus stockholding increases, there's a point  
12 at which 1145 could fall away and include certain procedures.  
13 But we generally are trying to make the rights offering, and I  
14 think I know everyone has been on the same page, as broadly  
15 distributable as possible without any unusual minimum  
16 conditions. There will be a -- there obviously will be a  
17 minimum amount that we intend to -- I forget where it is in the  
18 plan, but I don't think that's necessarily going to be  
19 increasing.

20 THE COURT: And am I right that under the proposed  
21 plan, the rights offering would be available for shareholders  
22 without regard to whether they vote (audio interference)?

23 MR. DIETDERICH: As currently structured, a  
24 stockholder would vote in favor of the plan in order to  
25 exercise the rights. So a stockholder who voted no would ride

1 through. A stockholder who voted -- could elect cash, in which  
2 case the stockholder would have to vote in favor of the plan.  
3 And I believe, although Ms. Kranzley, correct me if I have this  
4 wrong, because we moved around a little bit on it back and  
5 forth, the stockholder also has to vote affirmatively on the  
6 plan in order to exercise the rights.

7 Ms. Kranzley, is that the way we have it set up?

8 MS. KRANZLEY: No. Actually, I think only a yes vote  
9 is required to exercise the cash-out election. So I do --

10 MR. DIETDERICH: I take -- I --

11 MS. KRANZLEY: -- not believe as it -- so as it's  
12 currently set up, you do not need to vote yes to exercise your  
13 rights.

14 MR. DIETDERICH: Okay. Forgive me, Your Honor. We  
15 have been back and forth on that a couple of times, as I said.  
16 So where we landed, to be clear, is that a stockholder has to  
17 vote yes on the plan to take the cash election. That's  
18 effectively a sale, has to vote yes on the sale. But a  
19 stockholder can vote no on the plan and still retain their  
20 stock and can make an independent decision whether they'd like  
21 to exercise their rights or not.

22 THE COURT: All right. That's potentially another  
23 issue, just like the other issues we raised last week, but I  
24 assume you're discussing all of this in the context of your  
25 settlement discussions and in your mediation.

1 Mr. Dietderich, there seems to be a little  
2 disagreement about how quickly this mediation should start.  
3 What's your view on that?

4 MR. DIETDERICH: It should start as quickly as  
5 possible. I think as quickly as possible still gives a little  
6 bit of time for people to try to reach consensus. As I said,  
7 we were -- the variables are very close. So if there's going  
8 to be a pre-mediation deal, I think parties should be able to  
9 strike that deal in the next twenty-four, forty-eight hours.

10 So what we propose to do, as a practical matter, is to  
11 go ahead and identify a mediator, circulate a form of mediation  
12 order, agree, maybe do a preliminary briefing of the mediator  
13 in the next -- maybe tomorrow. And then we'll either have a  
14 deal or don't have a deal, I think by Wednesday of this week.  
15 Others can give a different view, if they think a delay until  
16 Thursday would be helpful. But from our perspective, we think  
17 it's going to happen relatively quickly or we'll need the  
18 assistance of a mediator.

19 THE COURT: Okay. Our calendar next week is  
20 relatively clear so we can -- if necessary, either have a  
21 hearing on your settlement or a resumed hearing on the  
22 objection starting whichever day next week you want. There are  
23 a few matters to work around, but they're not very big. So I  
24 think actually Monday, Wednesday, and Friday are all clear at  
25 this point.

1 MR. DIETDERICH: Okay. Thank you, Your Honor. And we  
2 will reach out and obviously meet and confer with the equity  
3 committee on discovery requirements for those hearings -- for  
4 that hearing.

5 THE COURT: And you mentioned the other day, I had  
6 checked around and Judge (indiscernible) as a mediator. Judge  
7 Chapman is available as a backup to that. I will confer with  
8 each of them about their schedules, assuming that you may want  
9 to start as early as tomorrow afternoon or Monday.

10 And depending on how big a nut I think this is to  
11 crack, maybe I'll ask them both to tag-team you. I don't know.

12 MR. DIETDERICH: Thank you, Your Honor.

13 We're very -- obviously very, very, very grateful for  
14 their availability and as I said, we'll circulate a proposed  
15 order to the parties and maybe have a preliminary conversation  
16 tomorrow.

17 THE COURT: Okay. All right, very good. Anything  
18 else for today, then?

19 MR. GLENN: Your Honor, I didn't catch the -- --

20 MR. DUNNE: Who was the first choice for the mediator?

21 THE COURT: Judge Drain.

22 MR. DUNNE: Oh, Judge Drain. Thank you, Your Honor.

23 MR. DIETDERICH: No, Your Honor, from the debtors  
24 perspective, nothing more. Thank you. Thank you very much.  
25 And again, disappointed we didn't have a total solution for you

1 today, but I think all of us here feel that we're -- we at  
2 least have the raw material here to give it a good shot. So  
3 appreciate your help.

4 THE COURT: Very good. Thank you very much.

5 MR. DIETDERICH: Thank you. Bye-bye.

6 MR. GLENN: Thank you.

7 THE COURT: Bye.

8 MR. GLENN: Bye.

9 (Whereupon these proceedings were concluded at 11:24 AM)

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C E R T I F I C A T I O N

I, Michele Patterson, certify that the foregoing transcript is  
a true and accurate record of the proceedings.



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Date: February 22, 2021



February 22, 2021

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