

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
	)	Chapter 11
GROEB FARMS, INC.)	
	)	Case No. 13-58200
Debtor.)	
	)	Honorable Walter Shapero

**DEBTOR’S FIRST DAY APPLICATION TO EMPLOY FOLEY & LARDNER LLP
AS GENERAL BANKRUPTCY COUNSEL PURSUANT TO 11 U.S.C. §§ 327(a), 328(a),
329 & 1107, RULES 2014(a) & 2016(b) OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE AND LOCAL BANKRUPTCY RULE 2014-1, OR IN
THE ALTERNATIVE, SPECIAL COUNSEL PURSUANT TO 11 U.S.C. §§ 327(e),
328(a), 329 & 1107, RULES 2014(a) & 2016(b) OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE AND LOCAL BANKRUPTCY RULE 2014-1**

Groeb Farms, Inc. (the “Debtor”) submits this Application (the “Application”) to Employ Foley & Lardner LLP (“Foley”) as general bankruptcy counsel pursuant to sections 327(a), 328(a), 329 & 1107 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) & 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the Eastern District of Michigan (the “Local Rules”), or, in the alternative, special counsel pursuant to section pursuant to sections 327(e), 328(a), 329 & 1107 of title 11 of the Bankruptcy Code, Rules 2014(a) & 2016(b) of the Bankruptcy Rules, and Rule 2014-1 of the Local Rules. The facts and circumstances supporting this Application are set forth below and attested to by the Declaration of Judy A. O’Neill (the “O’Neill Declaration”), attached hereto as Exhibit 5 and incorporated by reference herein. In further support of this Application, the Debtor respectfully represents as follows:



Jurisdiction and Venue

1. This Court has jurisdiction to hear the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are Bankruptcy Code Sections §§ 327(a), 328(a), 329 & 1107, Bankruptcy Rules 2014(a) & 2016(b) and Local Rule 2014-1.

Procedural Background

2. On the date hereof (the “Petition Date”), the Debtor filed a petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Eastern District of Michigan. The Debtor intends to continue in possession of its property and to manage its business as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed and no committees have been appointed or designated in the Debtor’s chapter 11 case.

3. On the Petition Date, the Debtor also filed the Plan of Reorganization of Groeb Farms, Inc. (the “Plan”) and the Disclosure Statement for the Plan of Reorganization of Groeb Farms, Inc., Pursuant to Chapter 11 of the Bankruptcy Code, Dated October 1, 2013 (the “Disclosure Statement”). In connection with the Plan and Disclosure Statement, the Debtor filed its Motion For an Order (I) Approving Disclosure Statement; (II) Approving Form and Manner of Notice of Confirmation Hearing (III) Establishing Procedures For Filing Objections to Confirmation of Debtor’s Plan; (IV) Approving Balloting Agent; (V) Approving Solicitation Package and Related Procedures; (VI) Setting Voting Record Date; (VII) Approving Forms Of Ballots; (VIII) Establishing Voting Deadline; (IX) Approving Procedures For Vote Tabulation; (X) Establishing Deadline and Procedures For Temporary Allowance of Claims; and (XI)

Approving Certain Other Related Matters seeking to set the hearing on the Disclosure Statement on November 5, 2013.

4. The Plan is supported by the Debtor's prepetition senior secured lender, HC, and certain of its senior subordinated secured lenders ("Subdebt Lenders"), pursuant to two separate Restructuring Support Agreements among the Debtor, HC and its affiliate, Honey Financing Company, LLC ("HFC" and such agreement, the "HC RSA"); and the Debtor (collectively the "Lender RSAs"). The Debtor has also negotiated with the representatives of the plaintiffs in the Putative Class Actions, as defined below, and obtained their support through another Restructuring Support Agreement (the "Class Action RSA," and together with the Lender RSAs the "RSAs"). The RSAs require the Debtor to obtain approval of the Disclosure Statement by November 5, 2013 and confirmation of the Plan by December 27, 2013.

5. For 6 ½ years prior to the Petition Date, Foley has served as general counsel to the Debtor. In that regard, Foley has provided legal services in corporate, financing, litigation, government enforcement and labor matters.

Factual Background

6. The Debtor was formed in 1981 and is the country's leading processor and packager of honey for food manufacturers and food service companies.

7. The Debtor is headquartered in Onsted, Michigan. The Debtor also operates a honey processing facility in Sab Bernardino, California, and maintains a testing lab in Belleview, Florida.

8. The Debtor has approximately 76 full time employees, 8 contractors hired through staffing services, and 4 part time employees. Approximately 47 of the employees are in Michigan, 25 are in California, 2 are in Georgia, and 2 are in Florida. For the fiscal year

ended December 31, 2012 the Debtor had net sales from continuing operations of approximately \$137.8 million.

9. In 2001, the Government imposed anti-dumping duties on honey imported from China. After the institution of these duties, the honey industry increasingly imported honey whose country of origin was identified to the buyers as Asian nations such as Vietnam, Malaysia, and Indonesia. When imports identified with a Chinese country of origin fell, the Government began to investigate the honey industry and the possibility that honey was being transshipped (i.e. shipped through a second country to conceal its origins) and/or mislabeled to avoid the anti-dumping duties. Beginning in 2007, the U.S. Department of Justice (“DOJ”) brought the first of several cases in different districts alleging that U.S. honey packers had imported transshipped honey. In 2008, the Debtor received a grand jury subpoena seeking information relating to the investigation of its industry.

10. Following an extensive DOJ investigation, in February 2013, the Debtor entered into a deferred prosecution agreement (the “DPA”) with the DOJ as a global resolution of the Debtor. The agreement required the Debtor to: (1) accept and acknowledge responsibility for historical purchases of transshipped honey; (2) continue cooperating with the government’s ongoing investigation for two years; (3) pay a \$2 million fine; (4) dispose of any and all Chinese-origin honey in its possession which entered the country in contradiction to the duty requirements and (5) cease selling any of its finished goods containing such Chinese honey. The agreement further required the Debtor to continue ongoing compliance programs and remediation measures. The DPA acknowledged that two former, unnamed executives had misled the Debtor’s board, the Debtor’s customers and the public.

11. Both before and after execution of the DPA, the Debtor took a number of steps to remediate issues regarding potentially transshipped honey. In January 2012, the Debtor retained Foley to conduct an internal investigation. In January 2012, the Debtor also began revising its policies and procedures relating to the procurement of honey overseas. In February 2012, the Debtor named a new interim president and relieved its then-current CEO from his operating responsibilities. In June 2012, the Debtor and CEO separated and the Debtor stripped the then vice president of operations of all purchasing responsibility and subsequently terminated him. The Debtor hired a new full time president and CEO, Rolf Richter, effective June 27, 2012. The Debtor also licensed Datamyne software to facilitate verification of container numbers and countries of origin for the honey that the Debtor purchases. The Debtor continues to carry BRC certification, which is a globally recognized food safety, quality and audit program subject to stringent audit testing by third parties. The Debtor also has strengthened its supplier audit program and reinvigorated lab testing procedures at its state-of-the-art lab testing facility in Florida. In October 2012, the Debtor hired John Wolf as its Vice President of Supply Chain and Management, to further enhance supply management and compliance. Mr. Wolf has a long history of experience in the food industry, including 24 years with Kellogg's.

12. As a result of the foregoing measures, the Debtor has robust policies and procedures in place relating to the purchase of honey to avoid international duty issues in the future. The Debtor also provides compliance training to all of its employees.

13. The Debtor had hoped that the DPA would enable the Debtor to have a fresh start with new executives and a new compliance program. However, in April 2013, just two months after the DPA was finalized, two civil putative class action lawsuits were filed against

the Debtor in the United States District Court for the Northern District of Illinois by producers, packers and/or distributors of honey. In Adee Honey Farms, et al v. Groeb Farms, et al., Case No. 1:13-cv-02922 (the “Adee Lawsuit”), the putative class alleges violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) and Lanham Act. In Moore’s Honey Farm, et al. v. Groeb Farms, Inc., et al., Case No. 1:13-cv-02905 (the “Moore Lawsuit”, and collectively with the Adee Lawsuit, the “Putative Class Actions”), the putative class alleges violations of RICO and common law fraud, negligent misrepresentations, conspiracy, and clandestine wrongful importation without paying the anti-dumping duties. On June 24, 2013, the Putative Class Actions were consolidated (hereinafter, the “Putative Class Action”) by Order of the Court handling the Moore Lawsuit (the “Consolidation Order”). An Amended Complaint must be filed pursuant to the Consolidation Order on or before October 21, 2013. The Putative Class Action is based on the factual statements contained in the DPA and claims the class members were harmed by the Debtor and other defendants’ purchases of transshipped honey. While none of the claims make a specific damage demand, RICO and Lanham Act cases carry a potential for treble damages and attorneys’ fees. Foley has been handling all aspects of the Putative Class Actions for the Debtor and one former director.

14. As a result of the DPA, and the costs associated with it, including: (1) the \$2,000,000 fine; (2) the legal fees; (3) the costs of the compliance programs; and (4) the costs incurred in recruiting and hiring new, experienced executives, the Debtor has incurred significant unanticipated expenses.

15. Although the Debtor has significant defenses to the allegations in the Putative Class Actions, the fine, the attorneys’ fees and litigation and other expenses have severely strained, and would continue to severely strain, the Debtor’s liquidity. In addition, despite the

fact that the putative classes have not been certified, the mere existence of these lawsuits negatively affects the value of the Debtor outside of a bankruptcy proceeding and impedes potential buyers from purchasing the company at a maximized value to resolve the Debtor's financial issues.

16. In addition, increased prices in the honey market and supply shortages have had a negative impact on the Debtor. In late 2010, the Debtor had contracts with certain suppliers to purchase substantial amounts of honey at agreed-upon prices, while the honey market was experiencing significant price increases. However, these suppliers failed to deliver the product to the Debtor. As a result, the Debtor was forced to re-enter the honey market to buy replacement product at a time when, on a global basis, prices were increasing and the supply of honey was decreasing. The Debtor initiated legal action against certain suppliers in order to receive the contracted honey. These issues have put further pressure on the Debtor's financial condition.

17. As a result of the foregoing and various other factors, the Debtor defaulted under its Credit Agreement with Wells Fargo Bank, N.A. ("Wells"). As a result Wells began to exercise its rights and remedies, including without limitation: (a) imposing a \$750,000 reserve in borrowing on July 23, 2013; and (b) reducing or limiting the Debtor's available credit. These actions significantly reduced the Debtor's available cash, rendering it unable to buy necessary raw honey needed in the operation of its business.

18. On or about July 24, 2013, the Debtor hired Houlihan Lokey Capital, Inc. ("Houlihan") to assist with the assessment and implementation of strategic alternatives. Thereafter, Houlihan undertook an extensive marketing effort, including reaching out to 165 potentially interested parties, including strategic and financial buyers and capital providers.

Houlihan secured Confidentiality Agreements from 111 parties and submitted a Confidential Information Memorandum to those parties. As part of the marketing process, Houlihan requested the submission of letters of intent ("IOIs") on or before September 18, 2013.

19. The Debtor received eight written IOIs, including a proposal from Honey Financing Company, LLC ("Honey Financing"), an affiliate of Peak Rock Capital, to restructure the obligations of the Debtor and acquire the equity of the reorganized Debtor pursuant to the chapter 11 Plan of Reorganization (the "Plan") filed contemporaneously herewith. After reviewing the IOIs, the Debtor determined that the proposal from Honey Financing was the best overall offer based on the following factors, among others: (1) the Debtor's financing needs and lending arrangements; (2) the speed and certainty of closing the transaction; and (3) the total overall value to be provided to all stakeholders as a result of the transaction. Therefore, the Debtor elected to pursue the transaction with Honey Financing. The Debtor entered into the HC RSA in connection with the offer (the "Honey Financing RSA"). The Debtor determined that pursuing the consummation of the transactions contemplated by Peak and HC is in the best interest of all constituents.

20. Also on September 18, 2013, HC Capital Holding 0909A ("HC"), an affiliate of Honey Financing, purchased the Wells debt, and became the Debtor's senior secured lender.

21. Since the submission of the HC letter of intent, the Debtor and HC have negotiated with the Debtor's constituents. Those negotiations have resulted in the RSAs. Foley has worked with the parties to each RSA and filed a Plan and Disclosure Statement with its petition.

22. To preserve the quickly dissipating value of the Debtor and because of the ever increasing "over-advance" needs of the Debtor, the HC RSA requires confirmation of the Plan

within 88 days after the Petition Date. This expedited timeline has required the Debtor and Foley, as well as the Debtor's other professionals to complete nearly all of the work required for a chapter 11 case within only a few weeks, rather than over several months.

Relief Requested

23. The Debtor seeks the authority to employ Foley as its general bankruptcy counsel during the term of these chapter 11 proceedings pursuant to sections 327(a), 328(a), 329 and 1107 of the Bankruptcy Code, Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rule 2014-1. The Debtor seeks to hire Foley because its long-standing involvement with the Debtor is essential to assist the Debtor in reorganizing in the timeframe required by the RSAs.

24. In the event Foley is not retained as general bankruptcy counsel, the Debtor seeks the authority to employ Foley as special counsel during the term of these chapter 11 proceedings pursuant to sections 327(a), 328(a), 329 and 1107 of the Bankruptcy Code, Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rule 2014-1 to represent the Debtor with respect to: (1) all corporate matters attendant to the reorganization; (2) the treatment of the Putative Class Actions under the Plan; (3) the Debtor's ongoing compliance requirements resulting from the DPA; and (4) the Debtor's financing needs, including its DIP Credit Agreement, particularly to the extent of their similarity to the Debtor's prepetition Credit Agreements and their amendments; and (5) all other matters in which Foley's historical knowledge of the Debtor or its documents is essential or cost-effective for the Debtor.

A. Basis for Relief

25. Section 327(a) of the Bankruptcy Code authorizes the debtor-in-possession, under certain specified conditions, to employ attorneys to represent them as general bankruptcy counsel. Specifically, section 327(a) states in full as follows:

Except as otherwise provided in this section, the trustee with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

Section 327(e) of the Bankruptcy Code authorizes the debtor-in-possession, under certain specified conditions, to employ attorneys to represent them for specified purposes. Specifically, Section 327(e) states in full as follows:

The trustee, with the court's approval, 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.

B. Foley & Lardner LLP

26. The Debtor has selected Foley because (a) it has deep-seated historical knowledge of the Debtor, including all aspects of recent and former Credit Agreements and all of its major debt documents; and (b) it has extensive experience in bankruptcy matters, as well as in litigation, financial, corporate, securities, employment, real estate, and other matters that are likely to be at issue in this chapter 11 case. The Debtor believes that Foley is well qualified to represent them as debtor-in-possession in this proceeding.

27. Over the past several months, Foley has represented the Debtor with respect to all aspects of its restructuring efforts, including pre-bankruptcy planning. Specifically, Foley

has represented the Debtor in connection with matters involving all of its major constituents, including its current and former senior secured lenders. In addition, Foley has been assisting the Debtor with issues involving its search for capital investments of every nature. As a result of these matters and Foley's longstanding relationship with the Debtor, Foley is intimately familiar and knowledgeable with respect to the Debtor's industry, business operations, finances, trade and customer relationships and restructuring options and strategies. The Debtor submits that Foley's accumulated knowledge of its affairs, finances and restructuring options is crucial to the success of its chapter 11 case, particularly given the time constraints required under the RSAs.

28. Foley has also worked closely with the Debtor's prepetition lender, HC, on the HC RSA, as more fully described in the Plan and Disclosure Statement. In addition, in the weeks prior to the bankruptcy, Foley assisted the Debtor negotiate and document each of the forbearance and amendments to its Credit Agreement with Wells. Thereafter, Foley negotiated with HC the amendment to the Credit Agreement, on which the DIP Credit Agreement is based.

29. As such, Foley has significant historical knowledge that is critical to complete the restructuring in the timeframe required by the HC RSA and the DIP Credit Agreement. If the Debtor were not permitted to retain Foley, the Debtor would be required to locate and retain another law firm to represent them in these critical restructuring proceedings. Any such firm would be required to expend a significant amount of time and resources familiarizing itself with the Debtor's operations, financial matters, legal issues and restructuring options. The Debtor has concluded that this would require the estates to incur significant additional legal fees and, more importantly, slow the pace of the Chapter 11 case in a manner inconsistent

with the Restructuring Agreements and the DIP Credit Agreement. Having considered all these factors, the Debtor has concluded that no other law firm could represent it as effectively and efficiently as Foley.

30. Foley, as well as the specific professionals to be involved in these chapter 11 proceedings, enjoy an excellent national reputation as bankruptcy attorneys, litigators and general business practice attorneys, and have extensive experience representing parties in complex, national bankruptcy matters, including the representation of large corporate debtors in complex chapter 11 proceedings. The Debtor believes that Foley is well suited to provide the representation and professional services that its reorganization proceedings will require.

31. The Debtor contemplates that Foley will render general legal services in connection with its chapter 11 case, including, but not limited to, the following:

- Analyzing the Debtor's current financial and legal situation;
- Preparing and filing on behalf of the Debtor all necessary and appropriate petitions, applications, motions, pleadings, draft orders, notices and other documents, including amendments thereto, and reviewing all financial and other reports to be filed in this chapter 11 case;
- Advising the Debtor concerning its powers and duties as debtor-in-possession in the continued operation of its businesses and management of its property;
- Advising the Debtor concerning, and assisting in the negotiation and documentation of, financing agreements, debt restructurings, cash collateral arrangements and related transactions;
- Advising the Debtor with regard to its relationships with secured and unsecured creditors and equity security holders, past, present and future, negotiating with such creditors and security holders, and its representatives and legal counsel, as necessary, and taking such legal action or actions as may be necessary or advisable in the best interests of the Debtor;
- Reviewing the nature and validity of liens asserted against the property of the Debtor and advising the Debtor concerning the enforceability of such liens;
- Negotiating and assisting in the drafting and preparation of leases, security instruments, and other contracts as may be in the best interests of the Debtor;

- Representing the Debtor at the meeting of creditors, confirmation hearing, and such other hearings as may occur;
- Advising the Debtor concerning the actions that it might take to collect and to recover property for the benefit of the Debtor's estates;
- Assisting and counseling the Debtor in connection with the Plan or any other, chapter 11 plan;
- Preparing, on behalf of the Debtor, a Disclosure Statement, and assisting the Debtor in soliciting acceptances of the Plan;
- Advising the Debtor concerning, and preparing responses to, applications, motions, pleadings, notices, and other papers that may be filed and served in this chapter 11 case;
- Representing the Debtor in adversary proceedings and other contested matters;
- Resolving settlement issues and/or Plan treatment relating to the Putative Class Actions;
- Performing all other legal services for or on behalf of the Debtor that may be necessary or prudent in the administration of its chapter 11 case and the reorganization of the Debtor's business, including advising and assisting the Debtor with respect to debt restructurings, stock or asset dispositions, claims analysis and disputes, and legal issues involving general corporate, bankruptcy, labor, employee benefits, tax, finance, real estate, and litigation matters, and utilizing paraprofessionals, law clerks, associates, and partners of the firm of Foley as may be prudent and economical under the circumstances.

32. If Foley is retained as special counsel, rather than as general bankruptcy counsel, it will provide the following services to the Debtor:

- The Debtor's Plan, to the extent its historical knowledge is pertinent to the same;
- The treatment of the Putative Class Actions under the Plan or pursuant to a settlement or otherwise;
- The Debtor's ongoing compliance requirements resulting from the DPA;
- The Debtor's financing needs, including its DIP Credit Agreement, which is very similar to the Debtor's prepetition Credit Agreement; and

- All other matters in which Foley’s historical knowledge of the Debtor or its documents is essential or cost-effective for the Debtor.

33. Except as specifically disclosed in this Application or in the O’Neill Declaration, including all attachments which is incorporated herein by reference, based solely on the Conflicts Investigation, as defined below, neither Foley nor any of its attorneys or employees (i) is a creditor, an equity security holder or an insider of the Debtor; (ii) is or has been within two years before the date of the filing of the petition a director, officer or employee of the Debtor; or (iii) has an interest materially adverse to the interests of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor. Accordingly, Foley is a “disinterested person” within the meaning of sections 101(14) and 327 of the Bankruptcy Code except as specifically disclosed in this Application and the O’Neill Declaration.

C. Foley’s Investigation of Conflicts and Connections

34. In connection with its potential retention in this chapter 11 case, Foley conducted an investigation to ascertain conflicts and connections with the Debtor’s creditors and equity security holders (the “Conflicts Investigation”) using the following procedures (the “Disclosure Procedures”).

(a) A series of lists were prepared by the Debtor of the Potential Adverse Parties, as defined below. These lists were developed from a review of the Debtor’s business records, documents provided to Foley by management of the Debtor and other professionals employed by the Debtor and from discussions with Foley attorneys who previously provided services to the Debtor.

(b) The potential adverse parties with respect to which Foley performed conflicts checks are those identified on Exhibit A attached to the O’Neill Declaration. To the best knowledge of Foley, they consist of the following, as identified by the Debtor: (a) every trade creditor, including the twenty largest unsecured creditors, (b) all secured creditors, (c) the senior officers and directors, (d) significant customers, (e) lenders and their counsel; (f) the Debtor’s professionals, (g) the United States Trustee and the Trial Attorneys in the Detroit office; (h) all of the judges for the United States Bankruptcy

Court for the Eastern District of Michigan; and (i) equity holders owning more than 5% of the Debtor's common stock ("Potential Adverse Parties"). In connection with the preparation of the creditor matrix, on September 27, 2013, the Debtor provided Foley the names of additional creditors that have not yet been searched by Foley (the "Additional Creditors").

(c) Personnel in Foley's loss prevention department, which is responsible for conflicts investigation and analysis, searched Foley's master client database to determine if a match could be found with any Potential Adverse Party. Additionally, such personnel searched for matches with known affiliates of the Potential Adverse Parties, solely to the extent that such affiliates could be identified from Foley's existing records. These personnel submitted a written copy of its findings for analysis by Foley attorneys. Exhibit A shows these connections and is incorporated herein by reference.

(d) To the extent that any of the Potential Adverse Parties were identified as present clients of Foley, the current status of that relationship was ascertained.

(e) With respect to the Potential Adverse Parties identified as current clients of Foley, it was confirmed that Foley does not represent the Potential Adverse Party with respect to matters involving the Debtor or this chapter 11 case. In addition, to the extent possible and/or required by the Michigan Rules of Professional Conduct, Foley has obtained oral or written waivers from the following clients:

- Wells Fargo Bank, N.A.
- Horizon Capital Partners III, L.P.
- Horizon Partners, Ltd.
- Argosy Investment Partners III, L.P.
- George Cawman

The Wells' waiver is a limited waiver that will not permit Foley directly to challenge Wells in litigation. Because Wells is no longer a secured creditor to the Debtor, such limitations should not be an issue. However, in the event that the Debtor's interests require such litigation, Foley will have no involvement in such proceedings, and the Debtor will retain special conflicts counsel to handle such matters. Each of the other waivers provides that, in the event of a conflict between Foley and such client, Foley may terminate the representation of such client and continue to represent the Debtor.

(f) An analysis was undertaken to determine whether any Foley personnel own any securities of the Debtor or hold any claims against the Debtor. This included an e-mail to all Foley attorneys requesting a response if any of them had information suggesting that Foley was not a "disinterested person" as that term is defined in the Bankruptcy Code (and including the complete definition of that term therein). No Foley attorneys

have responded to that e-mail as of the date of this Declaration with any information other than what is disclosed in the Application and herein.

(g) Responses to the foregoing inquiries were compiled for purposes of preparing this Declaration. Foley did not obtain waivers from other clients that they represent in other non-related matters. If necessary under the ethical rules, Foley will obtain such waivers as needed, or refer the matter to conflicts counsel.

35. Based on the Conflict Investigation, Foley has determined that it has no connection with the Debtor, its creditors or other parties in interest or its respective attorneys or accountants, or the United States Trustee, or any of the Trial Attorneys in the Detroit office of the United States Trustee, any of the judges for the United States Bankruptcy Court for the Eastern District of Michigan, except as set forth herein and in the O'Neill Declaration. In addition, from time to time, Foley has represented certain creditors, equity holders and other parties in interest, or interests adverse to such creditors or parties in interest, in matters unrelated to the Debtor, its chapter 11 case and the issues presented therein.

a. Based on the Conflict Investigation, Foley determined that it has represented the following customers, creditors, parties-in-interest and/or equity security holders, or its subsidiaries or affiliates, in past matters wholly unrelated to the Debtor or the matters at issue in this chapter 11 case:

Aflac (represented an affiliate)
Airgas Safety
Berlin Packaging LLC
Cintas Corporation #148
Dayton Freight Lines
Fort Dearborn Co.
Grainger
Houlihan Lokey
Kirkland & Ellis
Melrose Trust
Penske Truck Leasing Co LP
Pepsi-Cola Company
Plante & Moran, PLLC
Ridgeline
SBC Tax Collector (represented a subsidiary)
Thomas Food Marketing
UPS, Inc.

b. Based on the Conflict Investigation, Foley determined that it currently represents the following customers, creditors, parties-in-interest and/or equity security holders, or its subsidiaries or affiliates, in matters wholly unrelated to the Debtor or the matters at issue in this chapter 11 case:

Acosta Inc.
American Arbitration Association
American Express
Bakemark USA
Chase & Franklin
Deloitte Tax LLP (represent an affiliate)
GE Capital
Sonoco Products Co
Tyco Integrated Security LLC
(represent affiliates)
Xerox Capital Services, LLC

36. With respect to those parties identified in Paragraph 35(b), Foley has determined that, for each such entity, the fees billed to each of them in Foley's last fiscal year

did not exceed one percent (1%) of Foley's revenue for that fiscal year. Any such engagements were wholly unrelated to the Debtor or the matters at issue in this chapter 11 case and Foley has obtained conflict waivers from those clients noted above and others where otherwise required by the rules of professional responsibility. Although Foley does not anticipate any direct conflicts with such entities, the waivers Foley obtains may be limited such that Foley will not be able to represent the Debtor in matters directly adverse to such clients. In the unlikely event that an unwaivable conflict presents itself, the Debtor will engage special conflicts counsel. The Debtor appreciates that the need may arise for the retention of conflicts counsel and believes that retaining Foley and any necessary conflicts counsel is in the best interests of its estate. The Debtor and Foley submit that any law firm of Foley's size and stature would have similar relationships and connections with the Debtor's creditors.

D. Specific Disclosures Regarding Foley's Disinterestedness and its Connections With The Debtor

a. Foley Partner Served as The Debtor's Assistant Secretary

37. Foley has represented the Debtor for over six years. During the course of that representation, three issues have arisen that may impact Foley's disinterestedness: (a) a Foley partner, Joseph Tyson, Jr. ("Tyson"), served as the Debtor's Assistant Secretary, performing only ministerial acts in such capacity; (b) Foley has incurred an unsecured claim in the amount of \$922,748.54 for services rendered and not paid by advance retainers prior to the Petition Date; and (c) Foley has received payments on account of antecedent debt in the last 90 days. Each of these issues is addressed below.

38. One of Foley's partners, Tyson, served as an Assistant Secretary from 2007 through July 23, 2013. As Assistant Secretary, Tyson fulfilled only a ministerial role. On a few occasions he provided a second signature on certain corporate documents. Tyson did not

attend Board Meetings, other than on occasions when he was asked to provide legal advice to the Board in his capacity as the Debtor's corporate attorney. He did not attend a single Board Meetings in his capacity as Assistant Secretary. Tyson did not control the actions of the Debtor in any way. At no time did Tyson perform duties of any operating or executive officer. Further, Tyson was not compensated for his service as Assistant Secretary and has never owned any equity in the Debtor.

39. Despite Tyson's extremely limited role as Assistant Secretary, in an abundance of caution, Foley will implement an ethical wall with respect to the Chapter 11 Case.

40. Though arguably Tyson himself is not disinterested by virtue of having been the Assistant Secretary of the Debtor during the two years prior to the bankruptcy filing, such lack of disinterestedness should not be imputed to Foley. Section 101(14)(B) of the Bankruptcy Code states that a disinterested person, among other things, is one who is not, and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtor. While Tyson was arguably an officer, Foley was not. The firm itself has never been an officer or director of the Debtor. There is no language in Bankruptcy Code which requires Tyson's lack of disinterestedness to be imputed to Foley.

41. Multiple courts have refused to impute one attorney's lack of disinterestedness to the firm, especially when such attorney has been walled off from the bankruptcy. *See e.g., In re Keravision, Inc.*, 273 B.R. 614 (N.D. Cal. 2002), *aff'd by Neary v. Keravision, Inc.*, 421 F.3d 1153 (9th Cir. 2005); *In re Timber Creek, Inc.*, 187 B.R. 240 (Bankr. W.D. Tenn. 1995), *aff'd by Vergos v. Timber Creek, Inc.*, 200 B.R. 624 (W.D. Tenn. 1996); *In re Capen Wholesale, Inc.*, 184 B.R. 547 (N.D. Ill. 1995). In *Keravision*, the Ninth Circuit Court of Appeals, as well as the United States District Court for the District of Northern California,

affirmed a bankruptcy court ruling allowing the Debtor to retain Latham and Watkins (“Latham”) as general bankruptcy counsel, despite the fact that: (a) one of its attorneys had served as the Debtor’s corporate secretary until just before the filing; and (b) certain partners in Latham owned stock in the Debtor. The bankruptcy court determined that Latham could be retained if the partner who served as corporate secretary was walled off from the bankruptcy representation and the partners sold their stock in the Debtor. The United States Trustee appealed the bankruptcy court’s order, arguing that the Code required automatic imputation of one partner’s lack of disinterestedness to his entire law firm. The district court, in affirming the bankruptcy court ruling, held that there was nothing in the Bankruptcy Code which compelled the imputation of the attorney’s lack of disinterestedness to the firm. *Keravision*, 273 B.R. at 616.

42. Similarly, in *Timber Creek* and *Capen Wholesale*, courts refused to impute a lack of disinterestedness to the firm where only one attorney in the firm served as an officer or director of the Debtor. Those courts authorized the employment of the firms because the plain language of the Bankruptcy Code did not compel imputation of an individual attorney’s lack of disinterestedness to the firm. *Timber Creek*, 187 B.R. at 244; *Capen Wholesale*, 184 B.R. at 551.¹

¹ The Debtor recognizes that there is a non-controlling case from this Court in 1983 which did impute a lack of disinterestedness of several attorneys in one firm to the firm. *In re Michigan Interstate Railway Company, Inc.*, 32 B.R. 327 (Bankr. E.D. Mich. 1983) (Bernstein, J.). In that case, however, the Court found that the firm had misled the Court in its Affidavit of Disinterestedness by failing to disclose that two of its attorneys owned a significant amount of the debtor’s stock and had served as officers and directors. Furthermore, as it was a railroad reorganization, no Committee of Unsecured Creditors could be appointed, and the Court found the need for disinterested counsel was even more important in that case. The Court did not point to a statutory section of the Bankruptcy Code which required imputation to the firm. The Debtor and Foley believe the facts of *Michigan Interstate*, as well as the fact that it does not

43. The lack of imputation in Sections 327(a) and 101(14) is in stark contrast to the imputation required by Fed. R. Bankr. P. 5002(a). That Rule forbids the employment of any person who is related to the presiding bankruptcy judge or the United States Trustee, and also forbids the employment of any firm that employs a relative of such judge or Trustee. The relevant provisions in Section 101(14) address a lack of disinterestedness for officers or directors serving within 2 years prior to the petition date. Officers and directors can only be individuals. Despite that, Congress imposed no per se disqualification or imputation provision for a firm whose partner is such an individual. Therefore, none should be imposed by this Court. *Timber Creek*, 187 B.R. 243.

44. The Sixth Circuit Court of Appeals has not required the imputation of one attorney's disinterestedness to the entire firm. Rather, the Sixth Circuit's rulings holding that certain entities which are not disinterested may not be retained under Section 327(a) involve situations where the entities themselves are not disinterested for various reasons, other than imputation. *See e.g., In re Middleton Arms Limited Partnership*, 934 F.2d 723, 725 (6th Cir. 1991) (holding an insider real estate management company who the parties agreed was not disinterested under the plain language of section 101(13) [now subsection (14)], could not be retained as one of the debtor's professionals); *In re Eagle-Picher Industries, Inc.*, 999 F.2d 969, 971-72 (6th Cir. 1993) (holding that an investment bank was not disinterested under the then-current language of Section 101(14) because it had served as an investment banker for the debtor's securities in the three years prior to the petition date, and therefore could not be retained as the debtor's financial advisor); *In re Federated Department Stores, Inc.*, 44 F.3d

cite support in the Code for its decision to impute the lack of disinterestedness to the law firm, distinguish it from the instant case.

1310 (following *Eagle-Picher* and holding that holding that an investment bank was not disinterested under the then-current language of Section 101(14) because it had served as an investment banker for the debtor's outstanding securities in the three years prior to the petition date, should not have been retained as the debtor's financial advisor, and ordered the disgorgement of certain fees related thereto).

45. As in *Keravision*, *Timber Creek*, and *Capen Wholesale*, Tyson's lack of disinterestedness should not be imputed to Foley. Tyson performed extremely limited services (i.e. solely ministerial acts) as Assistant Secretary, and had no influence in that capacity on the Debtor's management. Despite this limited prior involvement, Foley will implement an ethical wall to prevent Tyson from being involved in this chapter 11 case. There is no risk that Foley, by virtue of Tyson's former status as Assistant Secretary, will provide anything other than independent advice to the Debtor.

b. The Pre-Petition Claim

46. In the course of Foley's representation of the Debtor, Foley has provided legal services to the Debtor for which it has not been paid. In November 2012, Foley and the Debtor entered into a Payment Agreement which was designed to ensure that Foley would be paid timely for the services it provided. However, due to the Debtor's financial condition, the Debtor did not fulfill its obligations under the Payment Agreement. Even though the Debtor did not pay Foley as agreed, Foley continued to provide legal services to the Debtor.

47. On or around August 1, 2013, given the Debtor's mounting obligations, Foley and the Debtor agreed to switch to a retainer-based payment arrangement. Since that date, nearly all of the work performed by Foley has been under the retainer arrangement.

48. As of the Petition Date, taking into account the Retainer held by Clark Hill (as discussed below), the Debtor owes Foley the Pre-Petition Claim.

49. A portion of the work Foley has done for the Debtor is related to the Putative Class Action. The Debtor has a Directors and Officers Insurance Policy (the “D&O Policy”) through Chubb Insurance Company (“Chubb”). Chubb has acknowledged that the D& O Policy covers the Debtor’s potential liability in the Putative Class Action, including defense costs. Foley has submitted invoices to Chubb for the work related to the Putative Class Action (the “Class Action Fees”). These invoices total \$396,868.08.

50. On September 27, 2013 Chubb paid Foley \$386,868.08, which constitutes the Class Action Fees, less the deductible of \$10,000 (the “Chub Payment”).

51. If Foley is retained as general bankruptcy counsel to the Debtor, the Pre-Petition Claim will be hereby waived with respect to any amounts owed to it by the Debtor, as more fully set forth below.

a. Potential Preference Settlement

52. The Debtor has paid Foley during the 90 days prior to this bankruptcy proceeding for services rendered through September 26, 2013, as disclosed on Exhibit 6. Because of the Debtor’s liquidity issues, certain of these payments were not paid when due. Foley believes that these payments were either, subject, in part, to the new value defense, or paid in the ordinary course of its business relationship and according to ordinary business terms. However, given the decision in *In re Pillowtex*, 304 F.3d 246 (3d Cir. 2002) Foley recognized that the mere fact that these payments were made arguably gives rise to a potential preference issue which had to be resolved independently before Foley could be retained as general bankruptcy counsel.

53. In the 90 days prior to this bankruptcy, the Debtor paid Foley \$476,711.42 on antecedent debt (the “Potential Preferences”). These amounts were all paid for services rendered to the company prior to August 6, 2013, when the Debtor paid for work by an advance retainer with the exception of one payment. The payment was paid on September 11 for approximately \$17,000.00, when the advance retainer was insufficient to cover the work performed.

54. To ensure an independent evaluation of the Potential Preferences and to ensure that Foley does not hold an interest adverse to the estate, prior to the Petition Date, the Debtor retained Clark Hill, PLC (“Clark Hill”) as its independent counsel to evaluate the Potential Preferences (the “Preference Evaluation Process”).

a. Foley provided all information concerning the Potential Preferences to Clark Hill and its defenses. Among those defenses, Foley argues (i) there existed approximately \$75,000 of new value and that (b) the remainder of the payments, approximating \$400,000, was made in the ordinary course of business. Such information included follow-up information requested by Clark Hill.

b. In addition, Foley argued that the Chubb Payment less approximately \$88,000 of work previously paid for by the Debtor (the “Duplicate Payment”) was either: (i) not property of the estate²; or (ii) if property of the estate, were either earmarked funds, or paid in the ordinary course of business.

² See *In re Arter & Hadden, LLP*, 335 B.R. 666, 671-72 (Bankr. N.D. Ohio 2005) (citing *In re Edgeworth*, 993 F.2d 51, 56 (5th Cir. 1993) (holding that “when the debtor has no legally cognizable claim to the insurance proceeds, those proceeds are not property of the estate.”)).

c. Clark Hill evaluated the claims to recover the Potential Preferences and negotiated with Foley regarding a settlement of such claims. Based on those negotiations Clark Hill recommended a settlement of any claims for recovery of the Potential Preferences as follows. Provided that Foley is approved as Section 327(a) counsel (the “Preference Settlement”): (a) Foley is to pay back \$320,000 to the Debtor (the “Settlement Payment”); (b) Foley will waive the Foley Claim and any claim based on the Settlement Payment under section 502(h); and (c) Foley will retain the Chubb Payment less \$74,680 of estimated duplicate payment by the Debtor, which will be returned to the Debtor (the “Duplicative Chubb Payment”). The Settlement Payment consists of the Preference Payments less (a) \$55,000 of new value recognized by Clark Hill; and (b) approximately 76% of the remaining balance.

d. Foley has accepted the Preference Settlement and paid to Clark Hill, to be held in escrow pending entry of an order authorizing Foley’s employment, both the Settlement Payment and the Duplicative Chubb Payment. If Foley is retained under Section 327(a), Clark Hill will release the Settlement Payment and the Duplicative Chubb Payment to the Debtor, less \$100,000 (the “Retainer”) which the Debtor agreed prepetition would be paid and held as an additional pre-petition retainer for Foley. Thus, the Debtor seeks a finding that Foley is disinterested and by virtue of its acceptance of the Preference Settlement and payment of the Settlement Payment and the Duplicative Chubb Payment, Foley has satisfied all liability related to the Potential Preferences. If Foley is retained under Section 327(e) or not retained at all, the Preference Settlement will be void, the Settlement Payment and the Duplicative Chubb

Payment will be returned to Foley, and Foley's waiver of its Pre-Petition Claim will be void.

c. Foley's Representations of Other Parties

55. Foley represents a co-defendant, Horizon Capital Partners, III L.P. ("Horizon"), in connection with the Putative Class Action. Horizon is an equity owner of the Debtor. Foley does not believe there is a conflict in this matter as Horizon and the Debtor have a common interest in the Putative Class Action. Foley does not represent Horizon in any matters adverse to the Debtor. Horizon and the Debtor have each executed waivers to allow this simultaneous representation.

56. Foley also represents Horizon Partners, Ltd. ("Horizon Ltd."), one of the Debtor's equity holders, in connection with the Putative Class Action. Foley does not believe there is a conflict in this matter as Horizon Ltd. and the Debtor have a common interest in complying with the obligations of the DPA. Foley does not represent Horizon Ltd. in any matters adverse to the Debtor. Horizon Ltd. and the Debtor have each executed waivers to allow this simultaneous representation.

57. Foley also represents George Cawman ("Cawman"), one of the Debtor's former board members, in connection with the DPA and any ongoing proceedings related to it. Foley does not believe there is a conflict in this matter as Cawman and the Debtor have a common interest in complying with the obligations of the DPA. Foley does not represent Cawman in any matters adverse to the Debtor. Cawman and the Debtor have each executed waivers to allow this simultaneous representation.

58. Foley also represents one of the other equity owners of the Debtor, Argosy Investment Partners III, L.P. ("Argosy") in business matters unrelated to the Debtor and this

Chapter 11 case. Foley does not represent Argosy in any matters adverse to the Debtor. Argosy and the Debtor have each executed waivers to allow this simultaneous representation.

59. Foley also represents the Debtor's prior secured lender, Wells Fargo Bank, N.A. ("Wells") in in business matters unrelated to the Debtor and this chapter 11 case. Foley does not represent Wells in any matters adverse to the Debtor. In addition, HC purchased all of Wells' interests in the secured loans made to the Debtor on or about September 18, 2013. Wells has executed a waiver to allow Foley's representation of the Debtor.

60. Each of the waiver letters discussed herein are available upon request. All of the parties to the waiver letters (other than Wells) have agreed that, in the event of a conflict with the Debtor, Foley will terminate its representation of such party in favor of representing only the Debtor.

E. General Information Regarding the Terms of Foley's Engagement

61. The Debtor wishes to employ Foley with a retainer because of the extent of the legal services required, and understand that they will be billed for legal services performed by attorneys at Foley at the hourly rates stated below, subject to annual adjustment in the ordinary course of Foley's business at the inception of the firm's fiscal year, which is February 1 of each year. The Debtor requests that all legal fees and related costs and expenses incurred by the Debtor on account of legal services rendered by Foley in this chapter 11 case be paid as administrative expenses of its estate. Foley will maintain detailed records of any actual and necessary costs and expenses incurred in connection with these legal services.

62. The names and positions of the Foley professionals and paraprofessionals presently expected to have primary responsibility for providing services to the Debtor are listed below. In addition, Foley has identified each such professional's standard hourly rate that

Foley has agreed to charge for such professional's time in connection with this chapter 11 proceeding:

PARTNERS

Name	General Area of Professional Services to be Provided	Hourly Rate
Lane, Patricia J.	Financing	\$740
Noller, Lisa	Class Action	\$680
O'Neill, Judy A.	Bankruptcy Counsel	\$780
Simon, John A.	Bankruptcy Counsel	\$635

SENIOR COUNSEL AND ASSOCIATES

Name	General Area of Professional Services to be Provided	Hourly Rate
Dolcourt, Tamar N.	Bankruptcy Counsel	\$385
Pinder, Jennifer H.	Bankruptcy Counsel	\$495
Rittberg, Chrissy L.	Financing	\$450

PARAPROFESSIONALS

Name	General Area of Professional Services to be Provided	Standard Hourly Rate
Northcutt, Kathleen A.	General	\$175

In addition, Foley will utilize such other professionals and paraprofessionals as the demands of this chapter 11 case require and as the substantive issues that arise may dictate.

63. Foley seeks authority to hold the balance of the Retainer until its services are concluded in this case, subject to approval of its final fee application.

64. Foley intends to obtain payment for its services in this case through the submission of appropriate monthly, interim and final compensation applications in accordance with the Bankruptcy Code and applicable rules and orders of this Court.

65. Given Foley's preexisting relationship with the Debtor, a statement of the Debtors account activity with Foley during the last year is attached as Exhibit 6.

66. The attorneys who will appear in this case are duly admitted to practice before the United States District Court and the United States Bankruptcy Court for the Eastern District of Michigan or will apply for such admission as soon as practicable.

67. Foley is willing to act as general bankruptcy counsel or as special counsel for the Debtor and to be compensated at the hourly rates described herein, on a general retainer.

68. For the reasons stated throughout this Application, the Debtor believes that employing Foley as general bankruptcy counsel during these proceedings is in the best interests of the estates, and, except as noted in this Application and the O'Neill Declaration, that Foley holds no interests adverse to the Debtor or the estate with respect to the matters for which Foley is to be retained.

Retention of Foley as 327(e) Special Counsel

69. In the event Foley is not retained as general bankruptcy counsel, the Debtor seeks its retention as special counsel pursuant to Section 327(e). The Debtor believes that if Foley was retained as special counsel it would still gain some of the benefit of Foley's significant institutional knowledge about its business. Furthermore, there are certain aspects of the Debtor's business where no law firm could adequately substitute for Foley.

70. As described above, Foley is extremely familiar with all aspects of the Debtor's business through its prior representation of the Debtor. This is particularly true of the restructuring transaction and a settlement with respect to the Class Action, which Foley has been negotiating with the Debtor's secured lender, HC, subordinated debt holders and Interim Co-Lead Counsel for the Class Action plaintiffs for their support in the Plan, pursuant to the RSAs with each. Under the RSAs, the Debtor has approximately 102 days from the Petition Date to achieve the effectiveness of the Plan. Foley's prior knowledge of all aspects of the RSAs and the Debtor's restructuring efforts will be needed to meet that deadline. Bringing in

another law firm at this critical time would slow down the pace of the sale process, harming the Debtor, as well as its creditors.

71. As indicated above, Foley is intimately involved in the Putative Class Action in the Plan. It would be most efficient for the Debtor if Foley continues this representation, and would allow the Debtor to benefit from the working relationship Foley has developed with counsel for the Putative Class.

72. Foley attorneys have also represented the Debtor with respect to the DPA since 2012 and the ongoing compliance issues related to it. The Foley attorneys who have handled these matters are the best positioned to ensure that the Debtor remains in compliance with the DPA throughout the pendency of the Chapter 11 Case. Furthermore, not only are the Foley attorneys the most knowledgeable regarding the DPA, they also have built solid working relationships with the government's investigators throughout the investigation. To bring in another law firm now could be detrimental to the ongoing relationship between the Debtor and the government, which could derail the reorganization process.

73. Foley has represented the Debtor with respect to its financing needs for several years, including negotiating the Wells loans which were purchased by HC. As such, it has extensive knowledge of the Debtor's financing needs, and the various agreements to which it is a party. Because Foley has been involved in the recent amendments to the Credit Agreement, of which the DIP Financing is based, Foley is the best-positioned law firm to advise the Debtor with respect to its financing needs.

74. Foley should also be retained to handle any other matters which arise during the case where its special knowledge of the Debtor's business operations is most efficient for the

Debtor. For example, this may include various labor and employment or general litigation matters which Foley has been handling.

75. As discussed above, the Debtor believes that Foley is disinterested and qualified to represent the Debtor as general bankruptcy counsel. Additionally, in the alternative if Foley is not retained as general bankruptcy counsel, Foley may be retained under Section 327(e) as special counsel because Foley does not hold an interest adverse to the estate with respect to the matters for which it would be retained to represent the Debtor as special counsel.

Interim Relief Sought Pursuant to Bankruptcy Rule 6003

76. Pursuant to Bankruptcy Rule 6003, the court may grant relief regarding an application pursuant to Bankruptcy Rule 2014 to retain a professional within 21 days after the filing of the petition to the extent the relief is necessary to avoid immediate and irreparable harm. Bankruptcy Rule 6003, moreover, does not forbid courts from entering interim orders approving professional retentions during the first 21 days of a chapter 11 case. *See, e.g., In re Touse, Inc., et al.*, No. 08-10928-JKO (Bankr. S.D. Fla. Jan. 29, 2008) (approving interim retentions of financial advisor and legal counsel on interim basis within the first 21 days of chapter 11 case). Additionally, Bankruptcy Rule 6003 is entitled “Interim and Final Relief Immediately Following the Commencement of the Case” Thus, the very title of the Rule contemplates that relief may be granted on an interim basis.

77. According to the Advisory Committee note to Bankruptcy Rule 6003, the standard employed in Bankruptcy Rule 6003 is taken from Bankruptcy Rule 4001(b)(2) and (c)(2), and decisions under those provisions should provide guidance for the application of Bankruptcy Rule 6003. Bankruptcy Rule 4001(b)(2) and (c)(2) are well understood and are the models for numerous first-day motions, such as obtaining credit and seeking use of cash

collateral. That process is well established: if the court is so disposed, the partial relief is granted in the interim before the final hearing can be conducted. Later, after further opportunity for other parties-in-interest to consider the application and to object, the court, if so disposed, will grant the balance of the relief requested.

78. Foley will play an integral role in the first 21 days of this chapter 11 case. The Debtor will need Foley's assistance in analyzing the its current financial and legal situation, preparing, filing, and seeking approval on behalf of the Debtor of all necessary and appropriate motions, pleadings and other documents, advising the Debtor concerning their powers and duties as debtor-in-possession, and attending hearings on behalf of the Debtor. The general services Foley will perform on behalf of the Debtor are set forth more fully above.

79. The Debtor requires the services of general bankruptcy counsel within the first 21 days of the case. As more fully disclosed herein, the Debtor requires clarity on an expedited basis as to whether its Application to employ Foley as general bankruptcy counsel will be approved, or whether it will be forced to hire alternate general bankruptcy counsel at significant expense, particularly given the short deadlines under the pre-negotiated plan and RSAs, which call for the Debtor's chapter 11 plan to become effective approximately 102 days after the Petition Date. The Debtor would suffer immediate and irreparable harm absent obtaining the clarity sought through the interim relief requested under the Application on an expedited basis. If Foley cannot be retained as general bankruptcy counsel, the Debtor needs to be able to select alternative counsel as expeditiously as possible in order to meet the timelines set forth in the plan and RSAs. Foley has played a critical role in assisting the Debtor with its complex negotiations with lenders, class action claimants, and preparation of extensive documentation to assist the Debtor with its restructuring and this filing. Thus Foley's

knowledge and services are essential to the estate during the first 21 days of the case, particularly in light of the short deadlines in this case. The Debtor will be irreparably harmed if it needs to obtain replacement general bankruptcy counsel at this point in the case, or if Foley does not continue to provide services absent interim relief. Therefore, the Debtor respectfully requests that this Court enter the Interim Order, allowing Foley to serve as general bankruptcy counsel until such time as a final hearing on the Application may be held.

80. Accordingly, the Debtor submits that it has satisfied the requirements of Bankruptcy Rule 6003 to support immediate entry of an interim order authorizing the Debtor to retain and employ Foley on an interim basis and to compensate Foley for any services rendered during that interim period in accordance with the Bankruptcy Code and any interim compensation procedures that may be established in this case. This interim form of relief ensures the availability of Foley's full resources to the Debtor during a critical period in this case, while preserving the ability of all parties-in-interest, including the U.S. Trustee, to object to this application on a final basis. Accordingly, no party is prejudiced by the limited relief sought by this Application.

Notice

81. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the Eastern District of Michigan; (b) the secured creditors of the Debtor and their counsel; and (c) the 20 largest unsecured creditors of the Debtor. The Debtor submits that in light of the nature of the relief requested, no further notice is required. This Motion has been submitted on an expedited basis because of the numerous matters to be considered by the Court during the initial period of this case regarding the administration and the postpetition operations of the Debtor.

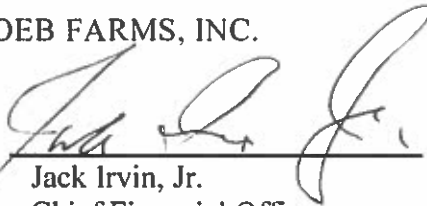
WHEREFORE, the Debtor respectfully hereby moves this Court for entry of an order granting the relief requested in the Motion and such further relief as is just and proper.

[signature on following page]

Dated: October 1, 2013

Respectfully Submitted

GROEB FARMS, INC.

By: 

Jack Irvin, Jr.
Chief Financial Officer

EXHIBIT 1-A

Proposed Interim Order

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

)	
In re:	)	Chapter 11
)	
GROEB FARMS, INC.	)	Case No. 13-58200
)	
Debtor.	)	Honorable Walter Shapero
)	

**INTERIM ORDER AUTHORIZING DEBTOR’S FIRST DAY APPLICATION TO
EMPLOY FOLEY & LARDNER LLP AS GENERAL BANKRUPTCY COUNSEL
PURSUANT TO 11 U.S.C. §§ 327(a), 328(a), 329 & 1107, RULES 2014(a) & 2016(b) OF
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND LOCAL
BANKRUPTCY RULE 2014-1, OR IN THE ALTERNATIVE, SPECIAL COUNSEL
PURSUANT TO 11 U.S.C. §§ 327(e), 328(a), 329 & 1107, RULES 2014(a) & 2016(b) OF
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND LOCAL
BANKRUPTCY RULE 2014-1 *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the Debtor’s Application (the “Application”) to Employ Foley & Lardner LLP as General Counsel Pursuant to sections 327(a), 328(a), 329 & 1107 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) & 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the Eastern District of Michigan (the “Local Rules”); seeking entry of an order authorizing the Debtor to employ and retain Foley & Lardner LLP (“Foley”) as general bankruptcy counsel to the Debtor as of the Petition Date; and upon consideration of the Declaration of Judy A. O’Neill (the “O’Neill Declaration”) attached to the Application as Exhibit 5 and incorporated by reference herein; and the Court having jurisdiction pursuant to sections 157 and 1334 of title 28 of the United States Code to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to sections 1408 and 1409 of title 28 of the United States Code; and it appearing that proper and adequate notice of the Application has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and the Court

having determined that the relief sought in the Application is in the best interests of the Debtor, its creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Application and the O'Neill Declaration establish just cause for the relief granted herein, it is therefore,

ORDERED that until such time as a final hearing is held on the Application, the relief sought in the Application is granted, Foley is deemed to be qualified for employment and compensation under the Bankruptcy Code and applicable rules, and the Debtors are authorized to retain and compensate Foley on and subject to the terms of the O'Neill Declaration, *nunc pro tunc* to the Petition Date; and it is further

ORDERED pursuant to Section 327(a) of the Bankruptcy Code, the Debtor is authorized to employ and retain Foley, as of the Petition Date, as its general bankruptcy counsel for all purposes permitted by Section 327(a), until such time as a final order on the Application is entered; and it is further

ORDERED that Foley may hold the balance of the Retainer until the conclusion of its services in this case, subject to approval of its final fee application; and it is further

ORDERED that Foley shall be compensated in accordance with Sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of this Bankruptcy Court, and such procedures as may be fixed by this Court, from the Petition Date until the final order on the Application is entered.

EXHIBIT 1-B

Proposed Final Order

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
	)	Chapter 11
GROEB FARMS, INC.)	
	)	Case No. 13-58200
Debtor.)	
	)	Honorable Walter Shapero

**FINAL ORDER AUTHORIZING DEBTOR'S FIRST DAY APPLICATION TO
EMPLOY FOLEY & LARDNER LLP AS GENERAL BANKRUPTCY COUNSEL
PURSUANT TO 11 U.S.C. §§ 327(a), 328(a), 329 & 1107, RULES 2014(a) & 2016(b) OF
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND LOCAL
BANKRUPTCY RULE 2014-1, OR IN THE ALTERNATIVE, SPECIAL COUNSEL
PURSUANT TO 11 U.S.C. §§ 327(e), 328(a), 329 & 1107, RULES 2014(a) & 2016(b) OF
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND LOCAL
BANKRUPTCY RULE 2014-1**

Upon the Debtor's Application (the "Application") to Employ Foley & Lardner LLP as General Counsel Pursuant to sections 327(a), 328(a), 329 & 1107 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) & 2016(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Bankruptcy Rules for the Eastern District of Michigan (the "Local Rules"); seeking entry of an order authorizing the Debtor to employ and retain Foley & Lardner LLP ("Foley") as general bankruptcy counsel to the Debtor as of the Petition Date; and upon consideration of the Declaration of Judy A. O'Neill (the "O'Neill Declaration") attached to the Application as Exhibit 5 and incorporated by reference herein; and the Court having jurisdiction pursuant to sections 157 and 1334 of title 28 of the United States Code to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to sections 1408 and 1409 of title 28 of the United States Code; and it appearing that proper and adequate notice of the Application has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and the Court

having determined that the relief sought in the Application is in the best interests of the Debtor, its creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Application and the O'Neill Declaration establish just cause for the relief granted herein, it is therefore,

ORDERED that the relief sought in the Application is GRANTED on a final basis and the Debtor is authorized to retain and compensate Foley pursuant to Section 327(a) of the Bankruptcy Code, on and subject to the terms of the O'Neill Declaration, as the Debtor's general bankruptcy counsel for all purposes permitted by Section 327(a), *nunc pro tunc* to the Petition Date; and it is further

ORDERED that Foley is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; and it is further

ORDERED that Foley has satisfied all issues under Section 547 of the Bankruptcy Code as a result of the Preference Settlement Offer as described in the Application; and it is further

ORDERED that Foley shall waive the Pre-Petition Claim; and it is further

ORDERED that Foley is may hold the balance of the Retainer until the conclusion of its services in this case, subject to approval of its final fee application; and it is further

ORDERED that Foley shall implement an ethical wall with respect to Mr. Joseph Tyson, Jr. for all matters related to this bankruptcy case; and it is further

ORDERED that Foley shall be compensated in accordance with Sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of this Bankruptcy Court, and such procedures as may be fixed by this Court; and it is further

ORDERED that this is a final Order pursuant to 28 U.S.C. § 158 and shall be effective immediately upon entry.

EXHIBIT 2

Notice of Motion and Opportunity to Object

Not Applicable

EXHIBIT 3

Brief

Not Applicable

EXHIBIT 4

Certificate of Service

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

_____)	
In re:	)	Chapter 11
)	
GROEB FARMS, INC.	)	Case No. 13-58200
)	
Debtor.	)	Honorable Walter Shapero
_____)	

CERTIFICATE OF SERVICE

The Debtor has engaged a Noticing Agent, which will serve this Motion and file a subsequent Proof of Service after it has performed the serve.

Dated: October 1, 2013
Detroit, Michigan

FOLEY & LARDNER LLP

/s/ Judy A. O'Neill
Judy A. O'Neill (P32142)
John A. Simon (P61866)
Tamar N. Dolcourt (P73425)
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500 Woodward Ave., Suite 2700
Detroit, MI 48226-3489
(313) 234-7100 (Telephone)
(313) 234-2800 (Facsimile)

Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT 5

Declaration

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

)	
In re:	)	Chapter 11
)	
GROEB FARMS, INC.	)	Case No. 13-58200
)	
Debtor.	)	Honorable Walter Shapero
)	

**DECLARATION OF JUDY A. O'NEILL IN SUPPORT OF THE DEBTOR'S
APPLICATION TO EMPLOY FOLEY & LARDNER LLP PURSUANT TO SECTIONS
327(a), 328(a), 329 AND 1107 OF THE BANKRUPTCY CODE,
FEDERAL RULES OF BANKRUPTCY PROCEDURE 2014(a) AND 2016(b)
AND LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1, OR IN THE
ALTERNATIVE, SPECIAL COUNSEL PURSUANT TO 11 U.S.C. §§ 327(e), 328(a), 329
& 1107, RULES 2014(a) & 2016(b) OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE AND LOCAL BANKRUPTCY RULE 2014-1**

Judy A. O'Neill hereby declares as follows:

1. I am an attorney admitted to practice before the United States District Court for the Eastern District of Michigan. I am a partner with the law firm of Foley & Lardner LLP ("Foley"). Foley is one of the largest law firms in the United States, with twenty-two offices worldwide and approximately 900 attorneys.

2. I make this declaration (the "Declaration") in connection with the Debtor's First Day Application to Employ Foley & Lardner LLP as General Bankruptcy Counsel Pursuant to 11 U.S.C. §§ 327(a), 328(a), 329 and 1107 of the Bankruptcy Code, Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rule 2014-1 and Special Counsel pursuant to Sections 327(e), 328(a), 329 and 1107 of title 11 of the Bankruptcy Code, Rules 2014(a) and 2016(b) of the Bankruptcy Rules, and Rule 2014-1 of the Local Rules

(together with any exhibits or attachments) (the “Application”).¹ I make this Declaration from my personal knowledge gained from the Conflict Investigation performed by my partners, employees and colleagues from information derived from the business records of Foley. I will supplement this Declaration if and when additional information becomes available concerning any relationship or connection between the creditors or interest holders of the Debtor and Foley.

3. Neither I, Foley, nor any partner of, counsel to, or associate of Foley represents any entity (or its attorneys or accountants) other than the Debtor in connection with this chapter 11 case. In addition, except as set forth in this Declaration and the Application, to the best of my knowledge, after due inquiry, and based solely upon the Disclosure Procedures (as defined below) neither I, Foley, nor any partner of, counsel to or associate of Foley represents any party in interest (or its attorneys or accountants) other than the Debtor in connection with matters related to this chapter 11 case. I incorporate all of the information in the Application by reference herein.

A. Foley’s Disclosure Procedures

4. Foley has in the past represented, currently represents, and may in the future represent persons or entities that are claimants or interest holders of the Debtor in matters wholly unrelated to this chapter 11 case. Foley has a large and diversified legal practice that encompasses the representation of many financial institutions and commercial organizations, some of which are or may consider themselves to be creditors, parties in interest or otherwise to have an interest in this chapter 11 case.

¹ Certain defined terms not otherwise defined herein have the meaning set forth in the Application.

5. In preparing this Declaration, I caused to be performed by my colleagues and staff the following procedures (the “Disclosure Procedures”) to assess whether Foley holds any interest adverse to the Debtor:

- (a) A series of lists were prepared by the Debtor of the Potential Adverse Parties, as defined below. These lists were developed from a review of the Debtor’s business records, documents provided to Foley by management of the Debtor and other professionals employed by the Debtor and from discussions with Foley attorneys who previously provided services to the Debtor.
- (b) The potential adverse parties with respect to which Foley performed conflicts checks are those identified on Exhibit A attached hereto. To the best knowledge of Foley, they consist of the following, as identified by the Debtor: (a) every trade creditor, including the twenty largest unsecured creditors, (b) all secured creditors, (c) the senior officers and directors, (d) significant customers, (e) lenders and their counsel; (f) the Debtor’s professionals, (g) the United States Trustee and the Trial Attorneys in the Detroit office; (h) all of the judges for the United States Bankruptcy Court for the Eastern District of Michigan; and (i) equity holders owning more than 5% of the Debtor’s common stock (“Potential Adverse Parties”). In connection with the preparation of the creditor matrix, on September 27, 2013, the Debtor provided Foley the names of additional parties that have not yet been searched by Foley (the “Additional Parties”). Foley will search the Additional Parties in a manner similar to that described in paragraph (c) below at a later date.
- (c) Personnel in Foley’s loss prevention department, which is responsible for conflicts investigation and analysis, searched Foley’s master client database to determine if a match could be found with any Potential Adverse Party. Additionally, such personnel searched for matches with known affiliates of the Potential Adverse Parties, solely to the extent that such affiliates could be identified from Foley’s existing records. These personnel submitted a written copy of its findings for analysis by Foley attorneys. Exhibit A shows these connections and is incorporated herein by reference. Exhibit A will be updated to include the Additional Parties at a later date.
- (d) To the extent that any of the Potential Adverse Parties were identified as present clients of Foley, the current status of that relationship was ascertained.
- (e) With respect to the Potential Adverse Parties identified as current clients of Foley, it was confirmed that Foley does not represent the Potential Adverse Party with respect to matters involving the Debtor or this chapter 11 case. In addition, to the extent possible and/or required by the Michigan Rules of Professional Conduct, Foley has obtained or is attempting to obtain oral or written waivers from the following clients:

Wells Fargo Bank, N.A. Horizon Capital Partners III, L.P. Horizon Partners, Ltd. Argosy Investment Partners III, L.P. George Cawman

The Wells waiver is a limited waiver that will not permit Foley directly to challenge Wells in litigation. Because Wells is no longer a secured creditor to the Debtor, such limitations should not be an issue. However, in the event that the Debtor's interests require such litigation, Foley will have no involvement in such proceedings, and the Debtor will retain special conflicts counsel to handle such matters. Each of the other waivers provides that, in the event of a conflict between Foley and such client, Foley may terminate the representation of such client and continue to represent the Debtor.

- (f) An analysis was undertaken to determine whether any Foley personnel own any securities of the Debtor or hold any claims against the Debtor. This included an electronic mail to all Foley attorneys requesting a response if any of them had information suggesting that Foley was not a "disinterested person" as that term is defined in the Bankruptcy Code (and including the complete definition of that term therein). No Foley attorneys have responded to that e-mail as of the date of this Declaration with any information other than what is disclosed in the Application and herein.
- (g) Responses to the foregoing inquiries were compiled for purposes of preparing this Declaration. Foley did not obtain waivers from other clients that they represent in other non-related matters. If necessary under the ethical rules, Foley will obtain such waivers as needed, or refer the matter to conflicts counsel.

6. Based solely on the Disclosure Procedures, I have ascertained no connection between Foley and the Debtor, its creditors or other parties in interest, or its respective attorneys or accountants, or the United States Trustee for the Eastern District of Michigan or any trial attorney employed by the Office of the United States Trustee for the Eastern District of Michigan, except as set forth in this Declaration and in the Application.

7. Additionally, Foley regularly appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers,

some of which now or may in the future represent claimants and parties in interest in this chapter 11 case. Based solely on the Disclosure Procedures, Foley does not and will not represent any such entities in relation to the Debtor or this chapter 11 case. Moreover, Foley does not have a relationship with any such entities, attorneys, accountants, financial consultants or investment bankers that would be adverse to the Debtor or the estates.

B. Foley's Connections with the Debtor and Disinterestedness Issues

8. Over the past several months, Foley has represented the Debtor with respect to all aspects of its restructuring efforts, including pre-bankruptcy planning. Specifically, Foley has represented the Debtor in negotiations with various constituencies, in order to effectuate certain accommodations and other transactions to assist the Debtor in restructuring its financial obligations. As a result of these engagements, Foley has become intimately familiar and knowledgeable with respect to the Debtor's industry, business operations, finances, trade and customer relationships and restructuring options and strategy. In the history of its engagements for the Debtor, Foley has been paid for services rendered and expenses incurred as set forth in Exhibit 6 to the Application and incorporated herein by reference.

9. Foley has also represented the Debtor in connection with various other legal issues for the past six and a half years. These include transactions, litigation, government compliance, and labor and employment issues. This extensive prior history has provided Foley with a wealth of institutional knowledge about the Debtor and its business which will benefit all stakeholders in this chapter 11 case by increasing the efficiency of the bankruptcy process.

10. Foley does not and has not represented any of the officers or directors of the Debtor in connection with this bankruptcy case.

11. As more fully described in the Application, one of Foley's partners, Joseph B. Tyson, Jr. ("Tyson") served as the Debtor's Assistant Secretary from 2007 through July 23,

2013. During this time, Tyson performed only ministerial functions for the Debtor, did not have any control over the Debtor's operations, and was not paid for this service. Mr. Tyson has never owned any equity of the Debtor. He did not attend any Board meetings in his capacity as Assistant Secretary. Rather, he attended Board meetings when he was asked to give advice in his role as corporate counsel. Based on the Bankruptcy Code and the case law discussed in the Application, Tyson is not a disinterested person. However, his lack of disinterestedness should not be imputed to Foley. Foley will implement an ethical wall with respect to this chapter 11 case.

12. The payments received by Foley from the Debtor in the one year prior to the Petition Date, including the ninety days prior to the Petition Date, are set forth in Exhibit 6 attached to the Application. Of the amounts paid in the 90 days prior to the Petition Date, \$216,343.85 was paid to Foley as retainers in contemplation of restructuring and bankruptcy services to be provided to the Debtor. The balance of the payments were made on account of antecedent debt.

13. Foley recognizes that these payments during the 90 days prior to the Debtor's bankruptcy other than the retainer payments may be argued to be preferential transfers under Section 547, despite applicable defenses. As such, the Debtor and Foley agreed to use the Preference Settlement Process outlined in the Application, and incorporated herein by reference, to address this issue. Foley has accepted the Preference Settlement and paid to Clark Hill, to be held in escrow pending entry of an order authorizing Foley's employment, both the Settlement Payment and the Duplicative Chubb Payment, including the Retainer as discussed in the Application. If Foley is retained under Section 327(a), Clark Hill will release the Settlement Payment and the Duplicative Chubb Payment to the Debtor, less the Retainer which shall be paid

to Foley on behalf of the Debtor as an additional prepetition retainer. Thus, Foley seeks a finding that it is disinterested and by virtue of its acceptance of the Preference Settlement and payment of the Settlement Payment and the Duplicative Chubb Payment, Foley has satisfied all liability related to the Potential Preferences. If Foley is retained under Section 327(e) or not retained at all, the Preference Settlement will be void, the Settlement Payment and the Duplicative Chubb Payment will be returned to Foley, and Foley's waiver of its Pre-Petition Claim will be void.

14. As of the Petition Date, Foley was owed \$922,748.54 by the Debtor. To the extent Foley was owed amounts for services rendered prior to the Petition Date and Foley is retained as general bankruptcy counsel such amounts will be waived by Foley, as described in the Application and incorporated herein by reference. Therefore, upon retention as Section 372(a) counsel, Foley will not be a creditor of the Debtor.

15. Foley seeks authority to hold the balance of the Retainer until its services are concluded in this case, subject to approval of its final fee application.

16. Foley intends to obtain payment for its services in this case through the submission of appropriate monthly, interim and final compensation applications in accordance with the Bankruptcy Code and applicable rules and orders of this Court.

17. Foley has not entered into any agreement or understanding with any person or firm for the sharing of any compensation paid or to be paid for services rendered or to be rendered in connection with this chapter 11 case.

C. Foley's Connections With Parties In Interest in Matters Unrelated to This Chapter 11 Case

18. Based solely on the Disclosure Procedures and except as stated in this Declaration and the Application, neither Foley, nor any of its partners or employees (i) is a creditor, an equity

security holder or an insider of the Debtor; (ii) is or has been within two years before the date of the filing of the petition a director, officer or employee of the Debtor; or (iii) has an interest materially adverse to the interests of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor. Accordingly, Foley is a “disinterested person” within the meaning of sections 101(14) and 327 of the Bankruptcy Code except as set forth in this Declaration and the Application.

19. Based solely on the Disclosure Procedures, the Firm has previously represented, currently represents, and may represent in the future, the entities described in paragraph 20 below (or their affiliates) in matters totally unrelated to the Debtor and this chapter 11 case. In addition, from time to time, the Firm has been adverse to some or all of the Potential Adverse Parties, in matters totally unrelated to the Debtor and this chapter 11 case.

20. Based solely on the Disclosures Procedures, Foley determined that it currently represents the following Potential Adverse Parties in matters wholly unrelated to the Debtor or the matters at issue in this chapter 11 case:

Acosta Inc. American Arbitration Association American Express Bakemark USA Chase & Franklin Deloitte Tax LLP (represent an affiliate) GE Capital Sonoco Products Co Tyco Integrated Security LLC (represent affiliates) Xerox Capital Services, LLC
--

21. With respect to those parties identified in Paragraph 20, Foley has determined that, for each such entity, the fees billed to each of them in Foley’s last fiscal year did not exceeded one percent (1%) of Foley’s revenue for that fiscal year. Any such engagements were

wholly unrelated to the Debtor or the matters at issue in this chapter 11 case and Foley has obtained conflict waivers from those clients noted above and others where otherwise required by the rules of professional responsibility. In the event that Foley does have any direct conflicts with its existing clients, Foley will obtain appropriate waivers or the Debtor will engage special conflicts counsel.

22. Foley also seeks to be retained as special counsel pursuant to Section 327(e) if it is not retained as general bankruptcy counsel. With respect to such retention, and subject to the disclosures herein, Foley does not hold any interests which are materially adverse to the Debtor with respect to the matters for which Foley would be engaged. Such matters are more fully disclosed in the Application and incorporated herein by reference, and include:

- The Debtor's Plan, to the extent its historical knowledge is pertinent to the same;
- The treatment of the Putative Class Actions under the Plan or pursuant to a settlement or otherwise;
- The Debtor's ongoing compliance requirements resulting from the DPA;
- The Debtor's financing needs, including its DIP Credit Agreement, which is very similar to the Debtor's prepetition Credit Agreement; and
- All other matters in which Foley's historical knowledge of the Debtor or its documents is essential or cost-effective for the Debtor.

23. Based on the foregoing and except as indicated in this Declaration and the Application, which is incorporated herein by reference, to the extent I have been able to ascertain after due inquiry and in good faith reliance on the Disclosure Procedures, I believe that Foley does not hold or represent an interest adverse to the Debtor or its estate and, therefore, is a "disinterested" person within the meaning of Sections 101(14) and 327(a) of the Bankruptcy

Code, other than as indicated herein or in the Application, which is incorporated herein by reference. Furthermore, I believe that Foley does not hold an interest materially adverse to the Debtor with respect to any matters for which Foley may be retained as special counsel.

I declare under penalty of perjury that the foregoing is true and correct.

Date: October 1, 2013

A handwritten signature in black ink, appearing to read "Judy A. O'Neill", is positioned above a horizontal line.

JUDY A O'NEILL

EXHIBIT A

Groeb Farms Inc. - Connections Checklist

Names	Categories	Current Client	Prior Client	No Connection
A PACKAGING SYSTEMS, LLC	Unsecured Creditor			X
A.D.A. SECURITY, INC.	Unsecured Creditor			X
AB SEALER INC.	Unsecured Creditor			X
ACCURATE INGREDIENTS, INC.	Unsecured Creditor			X
ACCURATE LABEL	Unsecured Creditor			X
ACOSTA, INC.	Unsecured Creditor	X		
ADEE HONEY FARMS	Litigation Party			X
ADRIAN MECHANICAL SERVICES CO.	Unsecured Creditor			X
ADVANCE PACKAGING CORP	Unsecured Creditor			X
ADVANTAGE WAYPOINT S.E.	Unsecured Creditor			X
ADVANTAGE WAYPOINT WEST	Unsecured Creditor			X
AFLAC	Unsecured Creditor			X
AHD FOOD CONSULTANTS, LLC	Unsecured Creditor			X
AIRGAS SAFETY	Unsecured Creditor		X	
AIRGAS WEST	Unsecured Creditor			X
AMERICAN ARBITRATION ASSOCIATION	Unsecured Creditor	X		
AMERICAN EXPRESS	Unsecured Creditor	X		
AMERICAN FIRE & SAFETY SUPPLY	Unsecured Creditor			X
AMERICAN PACKAGING CAPITAL, INC.	Lender			X
ARGOSY INVESTMENT PARTNERS III, LP	Unsecured Creditor	X		
ARGOSY MANAGEMENT LP	Unsecured Creditor			X
ARVCO CONTAINER CORP	Unsecured Creditor			X
AVERY WEIGH-TRONIX LLC	Unsecured Creditor			X
AVTEX	Unsecured Creditor			X
AYERS LANDSCAPE SERVICES, INC.	Unsecured Creditor			X
B.W. DYER & COMPANY, LLC	Unsecured Creditor			X
Bailey, Micheal	Officer/Director	X		
BAKEMARK USA	Unsecured Creditor	X		
BARRETT DISTRIBUTION CENTERS	Unsecured Creditor			X
BASIC	Unsecured Creditor			X
BEECHWOOD ADVISORY GROUP INC	Unsecured Creditor			X
BEEES BROTHERS LLC	Unsecured Creditor			X
Berg, Leslie K.	United States Trustee			X
BERLIN PACKAGING LLC	Unsecured Creditor		X	
BIG SKY HONEY, INC	Unsecured Creditor			X
BMS LOGISTICS, INC.	Unsecured Creditor			X
BMS TRANSPORTATION INC.	Unsecured Creditor			X
BOMATIC INC.	Unsecured Creditor			X
BRIDGEWELL RESOURCES LLC	Unsecured Creditor			X
BRONER, INC.	Unsecured Creditor			X
BRUCE MOEHLING	Unsecured Creditor			X
BUSY BEE APIARY	Unsecured Creditor			X
BWB HONEY	Unsecured Creditor			X

Names	Categories	Current Client	Prior Client	No Connection
C&L REFRIGERATION	Unsecured Creditor			X
C.M. GOETTSCHKE & CO., INC.	Unsecured Creditor			X
CALDIC USA INC.	Unsecured Creditor			X
CALEDONIA HAULERS INC.	Unsecured Creditor			X
Callard, Kelley	Trial Attorney at the US Trustee's Office			X
CAMBRIDGE TOWNSHIP	Unsecured Creditor			X
CH ROBINSON WORLDWIDE, INC	Unsecured Creditor			X
CHASE & FRANKLIN	Unsecured Creditor	X		
CHEM-AQUA	Unsecured Creditor			X
CHEMCO PRODUCTS INC.	Unsecured Creditor			X
CINTAS CORPORATION # 148	Unsecured Creditor		X	
CINTAS CORPORATION #698	Unsecured Creditor			X
CINTAS CORPORATION-306	Unsecured Creditor			X
CITROFRUIT	Unsecured Creditor			X
CLOVER VALLEY HONEY	Unsecured Creditor			X
CONEX TRADING COMPANY, INC.	Unsecured Creditor			X
CON-WAY FREIGHT INC.	Unsecured Creditor			X
Conway Mackenzie	Consultants			X
CORRIGAN OIL COMPANY	Unsecured Creditor			X
Cowley, Sean	Trial Attorney at the US Trustee's Office			X
CULLIGAN OF ONTARIO	Unsecured Creditor			X
DADANT & COMPANY	Unsecured Creditor			X
DAD'S DELIVERY	Unsecured Creditor			X
DANIEL B HASTINGS, INC	Unsecured Creditor			X
DAWN DISTRIBUTION SERVICES	Unsecured Creditor			X
DAYTON FRT.	Unsecured Creditor		X	
DECTON INC.	Unsecured Creditor			X
DELOITTE TAX LLP	Unsecured Creditor			X
DELTA FOOD INTERNATIONAL INC.	Unsecured Creditor			X
DIAGRAPH MARKING AND CODING GROUP	Unsecured Creditor			X
DLS SALES INC.	Unsecured Creditor			X
DOUBLE S SECURITY	Unsecured Creditor			X
E.L. HOLLINGSWORTH CO., INC.	Unsecured Creditor			X
ECOTRADE INTERNATIONAL, INC.	Unsecured Creditor			X
EPAX SYSTEMS INC.	Unsecured Creditor			X
ESTES EXPRESS LINES	Unsecured Creditor			X
ESTES FORWARDING WORLDWIDE TRUCKLOAD	Unsecured Creditor			X
Evans, Claretta	Trial Attorney at the US Trustee's Office			X
EXCEL PAC LLC	Unsecured Creditor			X
EZEQUIEL ELECTRIC	Unsecured Creditor			X
F.A.B. INC	Unsecured Creditor			X
FAREASTCO, INC.	Unsecured Creditor			X
FEDERATED FOODSERVICE	Unsecured Creditor			X
FLAHERTY, INC	Unsecured Creditor			X
FLEET COMPLIANCE GROUP	Unsecured Creditor			X
FOODLINER INC.	Unsecured Creditor			X
FORT DEARBORN CO.	Unsecured Creditor		X	
Foust, David	Trial Attorney at the US Trustee's Office			X

Names	Categories	Current Client	Prior Client	No Connection
FRAZA FORKLIFTS	Unsecured Creditor			X
GARZA PAINTING	Unsecured Creditor			X
GE CAPITAL	Unsecured Creditor	X		
GEM FOOD BROKERS INC.	Unsecured Creditor			X
GENERIC MANUFACTURING CORP	Unsecured Creditor			X
Gies, Jill	Trial Attorney at the US Trustee's Office			X
GLOBAL EQUIPMENT CO	Unsecured Creditor			X
GOLBON	Unsecured Creditor			X
GOLDEN BOY FOODS INC.	Unsecured Creditor			X
GRAINGER	Unsecured Creditor		X	
GREEN PACKING INC	Unsecured Creditor			X
GREENBERG TAURIG LLP	Unsecured Creditor			X
Groeb Farms Inc.	Debtor	X		
Groeb Farms Partnership	Lender			X
GROEB, TROY	Unsecured Creditor			X
GROUP O PACKAGING SOLUTIONS	Unsecured Creditor			X
GROUP PURCHASING ALLIANCE	Unsecured Creditor			X
GRUPO BERHFER, S.A. de C.V.	Unsecured Creditor			X
HAMRICK MANUFACTURING &	Unsecured Creditor			X
HANNA, JEFF	Unsecured Creditor			X
HANNA, MIKE	Unsecured Creditor			X
HC CAPITAL HOLDING 0909A	DIP Lender			X
HERMES HONEY, S.A. de C.V.	Unsecured Creditor			X
HIRERIGHT INC.	Unsecured Creditor			X
HOCKENBERG NEWBURGH	Unsecured Creditor			X
HORIZON CAPITAL PARTNERS III, L.P.	Unsecured Creditor	X		
HORIZON PARTNERS, LTD.	Unsecured Creditor	X		
Houlihan Lokey	Consultants		X	
HURRYIN' HOOSIER TRANSPORT, INC.	Unsecured Creditor			X
IMPEX GROUP, INC.	Unsecured Creditor			X
INDEPENDENT MARKETING ALLIANCE	Unsecured Creditor			X
INDUSTRIAL CONTAINER SERV-CA	Unsecured Creditor			X
INDUSTRIAL CONTAINER SERVICES	Unsecured Creditor			X
INDUSTRIAL FILTRATION INC.	Unsecured Creditor			X
INFUSION SALES GROUP	Unsecured Creditor			X
INNOVATIVE MOLDING, INC	Unsecured Creditor			X
INTEGRATION, INC.	Unsecured Creditor			X
INTERCALL	Unsecured Creditor			X
INTERTEK FOOD SERVICES GmbH	Unsecured Creditor			X
IRONFREE & SOFTWATER SYSTEMS	Unsecured Creditor			X
IRVIN, JACK	Unsecured Creditor			X
JENKINS, TOM	Officer/Director			X
JET INTEREST	Unsecured Creditor			X
JOC GROUP INC.	Unsecured Creditor			X
KANAWHA SCALES & SYSTEMS	Unsecured Creditor			X
KIRK J. STUBBS, M.D.	Unsecured Creditor			X
KIRKLAND & ELLIS	DIP Lender Attorney		X	
KONICA MINOLTA	Unsecured Creditor			X

Names	Categories	Current Client	Prior Client	No Connection
KURTZMAN CARSON CONSULTANTS LLP	Claims Agent			X
LAKELAND LUBBOCK	Unsecured Creditor			X
LAKELAND MARKETING - DENVER	Unsecured Creditor			X
LAKELAND MARKETING - HOUSTON	Unsecured Creditor			X
LAKELAND MARKETING - OKLAHOMA	Unsecured Creditor			X
LAKELAND MARKETING - SAN ANTONIO	Unsecured Creditor			X
LAKELAND MARKETING -DALLAS	Unsecured Creditor			X
LAKELAND NEW MEXICO	Unsecured Creditor			X
Lamex	Unsecured Creditor			X
LANDSBERG	Unsecured Creditor			X
LAZER TRUCK LINES	Unsecured Creditor			X
LEFORE APIARIES	Unsecured Creditor			X
LINK TRUCKING & TRUCK SERV.	Unsecured Creditor			X
LOBB & CLIFF, LLP	Unsecured Creditor			X
LTI PRINTING, INC.	Unsecured Creditor			X
Mack, Marion J., Jr.	United States Trustee			X
MANPOWER OF LANSING MI INC.	Unsecured Creditor			X
MARKET TRANSPORT, LTD	Unsecured Creditor			X
MARQUETTE CAPITAL FUND I LP	Unsecured Creditor			X
MARQUETTE CAPITAL FUND I LP	Lender			X
MASSEY FAIR SALES INC.	Unsecured Creditor			X
MCEVOY, RICHARD	Unsecured Creditor			X
McIvor, Marci B.	Judge			X
MCMASTER-CARR	Unsecured Creditor			X
MEEKHOF TIRE SALES & SERVICE	Unsecured Creditor			X
MELROSE TRUST	Unsecured Creditor		X	
MG PALLETS	Unsecured Creditor			X
MIDTOWN PALLET	Unsecured Creditor			X
MILLER CHEVALIER	Unsecured Creditor			X
MODERN WASTE SYSTEMS	Unsecured Creditor			X
MOORES HONEY FARM	Litigation Party			X
MOTOR CARRIER SERVICE, INC.	Unsecured Creditor			X
NAIMAN FOODS	Unsecured Creditor			X
NAPOLEON FEED MILL INC	Unsecured Creditor			X
NATIONAL HONEY BOARD	Unsecured Creditor			X
NATURAL HONEY IMPORTERS	Unsecured Creditor			X
NAVISTAR LEASING CO.	Unsecured Creditor			X
NICHOLS PAPER & SUPPLY CO.	Unsecured Creditor			X
NORTHLAND COLD STORAGE, INC	Unsecured Creditor			X
NORTHWEST TRAILER RENTAL	Unsecured Creditor			X
NUMARK TRANSPORTATION INC	Unsecured Creditor			X
OCCUHEALTH - ADRIAN	Unsecured Creditor			X
OLD DOMINION FREIGHT LINE, INC	Unsecured Creditor			X
ONSTED HIGH SCHOOL BAND	Unsecured Creditor			X
Opperman, Daniel S.	Judge			X
ORTHODOX UNION	Unsecured Creditor			X
OSAGE MARKETING	Unsecured Creditor			X

Names	Categories	Current Client	Prior Client	No Connection
PACIFIC ALARM SERVICE	Unsecured Creditor			X
PACKAGE DESIGN GLOBAL	Unsecured Creditor			X
PARAMOUNT MARKETING GROUP VA, LLC	Unsecured Creditor			X
PARK APIARIES, STEVE E.	Unsecured Creditor			X
PEAK ROCK CAPITAL	DIP Lender Affiliate			X
PENNINGTON GAS SERVICE	Unsecured Creditor			X
PENSKE TRUCK LEASING CO LP	Unsecured Creditor		X	
PEPSI-COLA COMPANY	Unsecured Creditor		X	
PETTY CASH	Unsecured Creditor			X
PINNACLE CAPITAL	Unsecured Creditor			X
PLANTE & MORAN, PLLC	Unsecured Creditor		X	
PLEX	Unsecured Creditor			X
PRATT CORRUGATED HOLDINGS	Unsecured Creditor			X
PREFERRED BROKER	Unsecured Creditor			X
QUIK PICK EXPRESS, LLC	Unsecured Creditor			X
R & S EQUIPMENT REPAIR	Unsecured Creditor			X
RALEY INDUSTRIAL SALES, LLC	Unsecured Creditor			X
Randel, Paul J.	Trial Attorney at the US Trustee's Office			X
Raymond Leasing Corporation	Lender			X
RHINO CONTAINER	Unsecured Creditor			X
Rhodes, Steven W.	Judge			X
Richter, Rolf	Officer/Director	X		
RIDGELINE	Unsecured Creditor		X	
Roble, Richard	Trial Attorney at the US Trustee's Office			X
ROSO & PAKULA FOOD BROKERS	Unsecured Creditor			X
SARAHIMPEX	Unsecured Creditor			X
SBC TAX COLLECTOR	Unsecured Creditor			X
SELECT EQUIPMENT SALES, INC	Unsecured Creditor			X
SELECT MARKETING, LLC	Unsecured Creditor			X
SELECTIVE DATA SYSTEMS	Unsecured Creditor			X
SELVAGE-PACIFIC FOOD MKTG	Unsecured Creditor			X
SERCOMBE TRUCKING CO.	Unsecured Creditor			X
Shapero, Walter	Judge			X
Shefferly, Phillip J.	Judge			X
SIRATECH, INC.	Unsecured Creditor			X
SLOAN SALES, INC.	Unsecured Creditor			X
SNYR ELECTRIC, INC	Unsecured Creditor			X
SOFFEL, TOM	Unsecured Creditor			X
SONOCO PRODUCTS CO	Unsecured Creditor	X		
SOUTHLAND PROPANE	Unsecured Creditor			X
SPECIALTY PRODUCTS & TECH, INC	Unsecured Creditor			X
SPECTRUM PRINTERS, INC	Unsecured Creditor			X
Spence, Stephen E.	Trial Attorney at the US Trustee's Office			X
STAFFING AGENCY	Unsecured Creditor			X
STAFFMARK	Unsecured Creditor			X
SUNLAND TRADING, INC.	Unsecured Creditor			X
TALBOTT'S HONEY	Unsecured Creditor			X
TAYLOR TRANSPORT	Unsecured Creditor			X
TCF Equipment Finance, Inc.	Lender			X

Names	Categories	Current Client	Prior Client	No Connection
TEAM V SERVICES	Unsecured Creditor			X
TENNANT SALES AND SERVICES CO	Unsecured Creditor			X
THE CRAFT AGENCY, INC	Unsecured Creditor			X
THE HAMBLIN COMPANY	Unsecured Creditor			X
THE PERFORMANCE GROUP-SOUTHERN	Unsecured Creditor			X
THE STERITECH GROUP, INC	Unsecured Creditor			X
THOMAS FOOD MARKETING	Unsecured Creditor		X	
TONY LALONDE SALES PRT	Unsecured Creditor			X
TQL-TOTAL QUALITY LOGISTICS, LLC	Unsecured Creditor			X
TRANSPORT SERVICE CO.	Unsecured Creditor			X
TRICORBRAUN	Unsecured Creditor			X
TRI-COUNTY INTERNATIONAL TRUCK	Unsecured Creditor			X
TRINITY LOGISTICS	Unsecured Creditor			X
TSCHIDA HONEY FARMS	Unsecured Creditor			X
Tucker, Thomas J.	Judge			X
TYCO INTEGRATED SECURITY LLC	Unsecured Creditor			X
UNIPRO FOODSERVICE, INC.	Unsecured Creditor			X
UPS, INC.	Unsecured Creditor		X	
US HEALTH WORKS	Unsecured Creditor			X
VICENTIN SAIC SUCURSAL URUGUAY	Unsecured Creditor			X
VIDEOJET TECHNOLOGIES INC.	Unsecured Creditor			X
VPET USA, INC.	Unsecured Creditor			X
WASTE MGMT OF CENTRAL FLORIDA	Unsecured Creditor			X
Wells Fargo Bank, N.A.	Lender	X		
WESTERN SHIELD LABEL CO	Unsecured Creditor			X
WHITEBOARD COMMUNICATIONS,LLC	Unsecured Creditor			X
XEROX CAPITAL SERVICES, LLC	Unsecured Creditor	X		

EXHIBIT 6

Statement of Accounts

Groeb Farms

Statement of Account from 9/26/12 - 9/26/13

Type	Invoice	Date	Fees	Cost	Total	Retainer Payments
BILL	34087058	9/27/2012	11,354.00	8.75	11,362.75	
PAYMILW	5590	11/8/2012	0	-8.75	-8.75	
PAYMILW	WT0131	1/31/2013	-11,354.00	0	-11,354.00	
InvoiceTotal	34087058	9/27/2012	0	0	0	
BILL	34087293	9/27/2012	54,990.50	2,770.75	57,761.25	
PAYMILW	5590	11/8/2012	0	-2,770.75	-2,770.75	
PAYMILW	WT0131	1/31/2013	-54,990.50	0	-54,990.50	
InvoiceTotal	34087293	9/27/2012	0	0	0	
BILL	34087298	9/27/2012	185,183.00	466.94	185,649.94	
PAYMILW	5590	11/8/2012	0	-466.94	-466.94	
PAYMILW	7146	2/13/2013	-36,439.78	0	-36,439.78	
PAYMILW	7515	4/11/2013	-43,411.56	0	-43,411.56	
PAYMILW	8273	4/12/2013	-100,110.87	0	-100,110.87	
PAYMILW	WT4-19	4/18/2013	-5,220.79	0	-5,220.79	
InvoiceTotal	34087298	9/27/2012	0	0	0	
BILL	34087307	9/27/2012	1,254.50	0	1,254.50	
PAYMILW	5465	11/2/2012	-1,254.50	0	-1,254.50	
InvoiceTotal	34087307	9/27/2012	0	0	0	
BILL	34087318	9/27/2012	7,497.50	1,474.30	8,971.80	
PAYMILW	5590	11/8/2012	0	-1,474.30	-1,474.30	
PAYMILW	WT4-19	4/18/2013	-7,497.50	0	-7,497.50	
InvoiceTotal	34087318	9/27/2012	0	0	0	
BILL	34087333	9/27/2012	5,775.50	0	5,775.50	
PAYMILW	5465	11/2/2012	-5,775.50	0	-5,775.50	
InvoiceTotal	34087333	9/27/2012	0	0	0	
BILL	34096763	10/24/2012	2,759.00	76.02	2,835.02	
PAYMILW	5655	11/9/2012	0	-76.02	-76.02	
PAYMILW	WT4-19	4/18/2013	-2,759.00	0	-2,759.00	
InvoiceTotal	34096763	10/24/2012	0	0	0	
BILL	34096767	10/24/2012	40,239.50	3,326.06	43,565.56	
PAYMILW	5655	11/9/2012	0	-3,326.06	-3,326.06	
PAYMILW	WT4-19	4/18/2013	-40,239.50	0	-40,239.50	
InvoiceTotal	34096767	10/24/2012	0	0	0	

BILL	34096769	10/24/2012	42,462.00	633.47	43,095.47
PAYMILW	5655	11/9/2012	0	-633.47	-633.47
PAYMILW	WT4-19	4/18/2013	-42,462.00	0	-42,462.00
InvoiceTotal	34096769	10/24/2012	0	0	0
BILL	34096771	10/24/2012	3,622.50	0	3,622.50
PAYMILW	WT4-19	4/18/2013	-3,622.50	0	-3,622.50
InvoiceTotal	34096771	10/24/2012	0	0	0
BILL	34096772	10/24/2012	3,344.00	0	3,344.00
PAYMILW	WT4-19	4/18/2013	-3,344.00	0	-3,344.00
InvoiceTotal	34096772	10/24/2012	0	0	0
BILL	34096774	10/24/2012	228,999.50	21.75	229,021.25
PAYMILW	5655	11/9/2012	0	-21.75	-21.75
PAYMILW	WT4-19	4/18/2013	-30,037.71	0	-30,037.71
PAYMILW	8435	4/29/2013	-10,757.17	0	-10,757.17
PAYMILW	8665	5/15/2013	-10,458.40	0	-10,458.40
PAYMILW	9003	6/6/2013	-46,508.45	0	-46,508.45
PAYMILW	WT07-18	7/18/2013	-58,415.91	0	-58,415.91
PAYMILW	9726	7/19/2013	-37,585.22	0	-37,585.22
PAYMILW	WT07-/22	7/22/2013	-35,236.64	0	-35,236.64
InvoiceTotal	34096774	10/24/2012	0	0	0
BILL	34101750	11/13/2012	2,595.00	3.6	2,598.60
PAYMILW	5925	11/30/2012	0	-3.6	-3.6
PAYMILW	WT07-/22	7/22/2013	-2,595.00	0	-2,595.00
InvoiceTotal	34101750	11/13/2012	0	0	0
BILL	34101751	11/13/2012	2,104.00	9.55	2,113.55
PAYMILW	5925	11/30/2012	0	-9.55	-9.55
PAYMILW	WT07-/22	7/22/2013	-2,104.00	0	-2,104.00
InvoiceTotal	34101751	11/13/2012	0	0	0
BILL	34101752	11/13/2012	58,216.00	715.94	58,931.94
PAYMILW	5925	11/30/2012	0	-715.94	-715.94
PAYMILW	8435	4/29/2013	-58,216.00	0	-58,216.00
InvoiceTotal	34101752	11/13/2012	0	0	0
BILL	34101753	11/13/2012	14,704.50	195.37	14,899.87
PAYMILW	5925	11/30/2012	0	-195.37	-195.37
PAYMILW	WT07-/22	7/22/2013	-11,242.55	0	-11,242.55
PAYMILW	9946	7/29/2013	-3,461.95	0	-3,461.95
InvoiceTotal	34101753	11/13/2012	0	0	0
BILL	34101754	11/13/2012	4,299.00	0	4,299.00
PAYMILW	9946	7/29/2013	-4,299.00	0	-4,299.00

InvoiceTot:	34101754	11/13/2012	0	0	0
BILL	34101755	11/13/2012	1,318.00	0	1,318.00
PAYMILW	9946	7/29/2013	-1,318.00	0	-1,318.00
InvoiceTot:	34101755	11/13/2012	0	0	0
BILL	34101756	11/13/2012	239,576.50	561.91	240,138.41
PAYMILW	5925	11/30/2012	0	-561.91	-561.91
PAYMILW	9878	7/29/2013	-32,578.69	0	-32,578.69
PAYMILW	9946	7/29/2013	-104,922.63	0	-104,922.63
PAYMILW	WT07-30	7/30/2013	-62,773.31	0	-62,773.31
PAYMILW	WTR8/*5	8/6/2013	-39,301.87	0	-39,301.87
InvoiceTot:	34101756	11/13/2012	0	0	0
InvoiceTot:	34101762	11/13/2012	17,183.50	0	17,183.50
BILL	34116846	12/14/2012	10,888.50	6.4	10,894.90
PAYMILW	7146	2/13/2013	0	-6.4	-6.4
PAYMILW	8435	4/29/2013	-10,888.50	0	-10,888.50
InvoiceTot:	34116846	12/14/2012	0	0	0
BILL	34116847	12/14/2012	19,719.00	562.55	20,281.55
PAYMILW	7146	2/13/2013	0	-562.55	-562.55
PAYMILW	8435	4/29/2013	-19,719.00	0	-19,719.00
InvoiceTot:	34116847	12/14/2012	0	0	0
BILL	34116848	12/14/2012	2,326.00	10,038.40	12,364.40
PAYMILW	7146	2/13/2013	0	-10,038.40	-10,038.40
PAYMILW	8435	4/29/2013	-2,326.00	0	-2,326.00
InvoiceTot:	34116848	12/14/2012	0	0	0
InvoiceTot:	34116849	12/14/2012	1,468.50	0	1,468.50
BILL	34116850	12/14/2012	1,735.50	77.51	1,813.01
PAYMILW	7146	2/13/2013	0	-77.51	-77.51
InvoiceTot:	34116850	12/14/2012	1,735.50	0	1,735.50
BILL	34116851	12/14/2012	95,218.50	149.82	95,368.32
PAYMILW	7146	2/13/2013	0	-149.82	-149.82
PAYMILW	8435	4/29/2013	-95,218.50	0	-95,218.50
InvoiceTot:	34116851	12/14/2012	0	0	0
InvoiceTot:	34116852	12/14/2012	1,815.00	0	1,815.00
BILL	34122391	1/7/2013	3,763.50	10.36	3,773.86
PAYMILW	7146	2/13/2013	0	-10.36	-10.36
InvoiceTot:	34122391	1/7/2013	3,763.50	0	3,763.50

BILL	34122392	1/7/2013	29,297.50	521.45	29,818.95
PAYMILW	7146	2/13/2013	0	-521.45	-521.45
InvoiceTotal	34122392	1/7/2013	29,297.50	0	29,297.50
InvoiceTotal	34122396	1/7/2013	1,646.50	0	1,646.50
InvoiceTotal	34122397	1/7/2013	2,383.50	0	2,383.50
BILL	34123649	1/7/2013	3,973.00	218	4,191.00
PAYMILW	7146	2/13/2013	0	-218	-218
InvoiceTotal	34123649	1/7/2013	3,973.00	0	3,973.00
BILL	34123650	1/7/2013	153,899.00	1,975.73	155,874.73
PAYMILW	7146	2/13/2013	0	-1,975.73	-1,975.73
PAYMILW	WTR8/*5	8/6/2013	-60,173.96	0	-60,173.96
InvoiceTotal	34123650	1/7/2013	93,725.04	0	93,725.04
InvoiceTotal	35004767	2/20/2013	16,869.50	0	16,869.50
BILL	35004768	2/20/2013	59,404.00	2,104.00	61,508.00
PAYMILW	7515	4/11/2013	0	-2,104.00	-2,104.00
InvoiceTotal	35004768	2/20/2013	59,404.00	0	59,404.00
BILL	35004769	2/20/2013	4,966.00	14.95	4,980.95
PAYMILW	7515	4/11/2013	0	-14.95	-14.95
InvoiceTotal	35004769	2/20/2013	4,966.00	0	4,966.00
InvoiceTotal	35004770	2/20/2013	270	0	270
InvoiceTotal	35004771	2/20/2013	891	0	891
BILL	35004772	2/20/2013	1,974.00	66.5	2,040.50
PAYMILW	7515	4/11/2013	0	-66.5	-66.5
InvoiceTotal	35004772	2/20/2013	1,974.00	0	1,974.00
BILL	35004773	2/20/2013	37,322.00	263.22	37,585.22
PAYMILW	7515	4/11/2013	0	-263.22	-263.22
InvoiceTotal	35004773	2/20/2013	37,322.00	0	37,322.00
BILL	35013505	3/14/2013	46,002.00	85.4	46,087.40
PAYMILW	7515	4/11/2013	0	-85.4	-85.4
InvoiceTotal	35013505	3/14/2013	46,002.00	0	46,002.00
BILL	35013506	3/14/2013	36,296.00	1,280.01	37,576.01
PAYMILW	7515	4/11/2013	0	-1,280.01	-1,280.01
InvoiceTotal	35013506	3/14/2013	36,296.00	0	36,296.00

BILL	35013507	3/14/2013	13,577.00	25.18	13,602.18
PAYMILW	7515	4/11/2013	0	-25.18	-25.18
InvoiceTotal	35013507	3/14/2013	13,577.00	0	13,577.00
InvoiceTotal	35013509	3/14/2013	112	0	112
InvoiceTotal	35013510	3/14/2013	616	0	616
InvoiceTotal	35013511	3/14/2013	3,351.00	0	3,351.00
BILL	35013513	3/14/2013	32,526.00	52.69	32,578.69
PAYMILW	7515	4/11/2013	0	-52.69	-52.69
InvoiceTotal	35013513	3/14/2013	32,526.00	0	32,526.00
BILL	35023011	4/9/2013	37,313.50	418.57	37,732.07
PAYMILW	7515	4/11/2013	0	-418.57	-418.57
InvoiceTotal	35023011	4/9/2013	37,313.50	0	37,313.50
BILL	35023012	4/9/2013	53,047.50	9,725.81	62,773.31
PAYMILW	7515	4/11/2013	0	-9,725.81	-9,725.81
InvoiceTotal	35023012	4/9/2013	53,047.50	0	53,047.50
BILL	35023013	4/9/2013	5,486.00	12.33	5,498.33
PAYMILW	7515	4/11/2013	0	-12.33	-12.33
InvoiceTotal	35023013	4/9/2013	5,486.00	0	5,486.00
InvoiceTotal	35023014	4/9/2013	112	0	112
InvoiceTotal	35023015	4/9/2013	616	0	616
BILL	35023016	4/9/2013	22,663.00	2.28	22,665.28
PAYMILW	7515	4/11/2013	0	-2.28	-2.28
InvoiceTotal	35023016	4/9/2013	22,663.00	0	22,663.00
InvoiceTotal	35023017	4/9/2013	1,290.50	0	1,290.50
BILL	35027510	4/18/2013	5,000.00	0	5,000.00
PAYMILW	8435	4/29/2013	-5,000.00	0	-5,000.00
InvoiceTotal	35027510	4/18/2013	0	0	0
BILL	35035985	5/10/2013	28,355.50	245.54	28,601.04
PAYMILW	8665	5/15/2013	0	-245.54	-245.54
InvoiceTotal	35035985	5/10/2013	28,355.50	0	28,355.50
BILL	35035986	5/10/2013	52,012.00	1,975.03	53,987.03
PAYMILW	8665	5/15/2013	0	-1,975.03	-1,975.03

InvoiceTotal	35035986	5/10/2013	52,012.00	0	52,012.00
BILL	35035987	5/10/2013	31,074.00	15.93	31,089.93
PAYMILW	8665	5/15/2013	0	-15.93	-15.93
InvoiceTotal	35035987	5/10/2013	31,074.00	0	31,074.00
InvoiceTotal	35035988	5/10/2013	728	0	728
BILL	35035989	5/10/2013	83,949.00	294.56	84,243.56
PAYMILW	8665	5/15/2013	0	-294.56	-294.56
InvoiceTotal	35035989	5/10/2013	83,949.00	0	83,949.00
BILL	35047977	6/13/2013	6,201.00	25.68	6,226.68
PAYMILW	WT07-18	7/18/2013	0	-25.68	-25.68
InvoiceTotal	35047977	6/13/2013	6,201.00	0	6,201.00
BILL	35047978	6/13/2013	1,904.00	307.27	2,211.27
PAYMILW	WT07-18	7/18/2013	0	-307.27	-307.27
InvoiceTotal	35047978	6/13/2013	1,904.00	0	1,904.00
InvoiceTotal	35047979	6/13/2013	442.5	0	442.5
BILL	35047980	6/13/2013	4,474.50	2,183.71	6,658.21
PAYMILW	WT07-18	7/18/2013	0	-2,183.71	-2,183.71
InvoiceTotal	35047980	6/13/2013	4,474.50	0	4,474.50
BILL	35047981	6/13/2013	16,271.50	29.3	16,300.80
PAYMILW	WT07-18	7/18/2013	0	-29.3	-29.3
InvoiceTotal	35047981	6/13/2013	16,271.50	0	16,271.50
BILL	35047982	6/13/2013	41,952.50	360.78	42,313.28
PAYMILW	WT07-18	7/18/2013	0	-360.78	-360.78
InvoiceTotal	35047982	6/13/2013	41,952.50	0	41,952.50
BILL	35057118	7/10/2013	2,853.00	66.57	2,919.57
PAYMILW	WT07-18	7/18/2013	0	-66.57	-66.57
InvoiceTotal	35057118	7/10/2013	2,853.00	0	2,853.00
InvoiceTotal	35057119	7/10/2013	260	0	260
InvoiceTotal	35057120	7/10/2013	448	0	448
InvoiceTotal	35057121	7/10/2013	2,182.50	0	2,182.50
BILL	35057122	7/10/2013	5,826.50	82.8	5,909.30
PAYMILW	WT07-18	7/18/2013	0	-82.8	-82.8
InvoiceTotal	35057122	7/10/2013	5,826.50	0	5,826.50

BILL	35057123	7/10/2013	21,583.50	26.78	21,610.28	
PAYMILW	WT07-18	7/18/2013	0	-26.78	-26.78	
InvoiceTotal	35057123	7/10/2013	21,583.50	0	21,583.50	
BILL	35057124	7/10/2013	11,840.00	9.2	11,849.20	
PAYMILW	WT07-18	7/18/2013	0	-9.2	-9.2	
InvoiceTotal	35057124	7/10/2013	11,840.00	0	11,840.00	
InvoiceTotal	35066541	7/31/2013	8,325.50	0	8,325.50	
BILL	35066542	7/31/2013	0	87.62	87.62	
PAYMILW	WTR8/-*5	8/6/2013	0	-87.62	-87.62	
InvoiceTotal	35066542	7/31/2013	0	0	0	
BILL	35066543	7/31/2013	12,958.50	18.05	12,976.55	
PAYMILW	WTR8/-*5	8/6/2013	0	-18.05	-18.05	
InvoiceTotal	35066543	7/31/2013	12,958.50	0	12,958.50	
BILL	35066544	7/31/2013	5,631.50	411.5	6,043.00	
PAYMILW	WTR8/-*5	8/6/2013	0	-411.5	-411.5	
InvoiceTotal	35066544	7/31/2013	5,631.50	0	5,631.50	
InvoiceTotal	35066545	7/31/2013	1,232.00	0	1,232.00	
InvoiceTotal	35066546	7/31/2013	517.5	0	517.5	
InvoiceTotal	35066547	7/31/2013	45,705.50	0	45,705.50	
InvoiceTotal	35066548	7/31/2013	1,567.50	0	1,567.50	
BILL	35066549	7/31/2013	2,756.00	7	2,763.00	
PAYMILW	WTR8/-*5	8/6/2013	0	-7	-7	
InvoiceTotal	35066549	7/31/2013	2,756.00	0	2,756.00	
BILL	35078528	9/5/2013	16,846.50	17.85	16,864.35	
PAYMILW	Wtr911	9/13/2013	-16,846.50	-17.85	-16,864.35	
InvoiceTotal	35078528	9/5/2013	0	0	0	
BILL	35078529	9/5/2013	8,908.00	8.93	8,916.93	
PAYMILW	Wtr911	9/13/2013	-213.15	-8.93	-222.08	
PAYMILW	7559	9/19/2013	-8,694.85	0	-8,694.85	Retainer
InvoiceTotal	35078529	9/5/2013	0	0	0	
BILL	35078530	9/5/2013	1,479.50	370.1	1,849.60	
PAYMILW	7555	9/19/2013	-1,479.50	-370.1	-1,849.60	Retainer
InvoiceTotal	35078530	9/5/2013	0	0	0	

BILL	35078531	9/5/2013	899.5	0	899.5	
PAYMILW	7554	9/19/2013	-899.5	0	-899.5	Retainer
InvoiceTotal	35078531	9/5/2013	0	0	0	
BILL	35078532	9/5/2013	6,812.50	352.75	7,165.25	
PAYMILW	7553	9/19/2013	-6,812.50	-352.75	-7,165.25	Retainer
InvoiceTotal	35078532	9/5/2013	0	0	0	
BILL	35078533	9/5/2013	127,043.00	1,940.30	128,983.30	
PAYMILW	7557	9/19/2013	-127,043.00	-1,940.30	-128,983.30	Retainer
InvoiceTotal	35078533	9/5/2013	0	0	0	
BILL	35078534	9/5/2013	907.5	0	907.5	
PAYMILW	7558	9/19/2013	-907.5	0	-907.5	Retainer
InvoiceTotal	35078534	9/5/2013	0	0	0	
BILL	35078535	9/5/2013	1,500.00	0	1,500.00	
PAYMILW	7556	9/19/2013	-1,500.00	0	-1,500.00	Retainer
InvoiceTotal	35078535	9/5/2013	0	0	0	
BILL	35081819	9/16/2013	12,457.50	0	12,457.50	
PAYMILW	7560	9/20/2013	-12,457.50	0	-12,457.50	Retainer
InvoiceTotal	35081819	9/16/2013	0	0	0	
BILL	35081820	9/16/2013	3,400.00	0	3,400.00	
PAYMILW	7560	9/20/2013	-3,400.00	0	-3,400.00	Retainer
InvoiceTotal	35081820	9/16/2013	0	0	0	
BILL	35081821	9/16/2013	560	0	560	
PAYMILW	7560	9/20/2013	-560	0	-560	Retainer
InvoiceTotal	35081821	9/16/2013	0	0	0	
BILL	35081822	9/16/2013	1,311.50	12	1,323.50	
PAYMILW	7560	9/20/2013	-1,311.50	-12	-1,323.50	Retainer
InvoiceTotal	35081822	9/16/2013	0	0	0	
BILL	35081823	9/16/2013	31,618.50	640.5	32,259.00	
PAYMILW	7560	9/20/2013	-31,618.50	-640.5	-32,259.00	Retainer
InvoiceTotal	35081823	9/16/2013	0	0	0	
BILL	35082211	9/17/2013	24,904.11	95.89	25,000.00	
PAYMILW	8435	9/18/2013	-24,904.11	-95.89	-25,000.00	
InvoiceTotal	35082211	9/17/2013	0	0	0	
BILL	35086361	9/26/2013	392	0	392	
PAYMILW	7562	9/26/2013	-392	0	-392	Retainer

InvoiceTotal	35086361	9/26/2013	0	0	0	
BILL	35086855	9/26/2013	920.5	0	920.5	
PAYMILW	7563	9/26/2013	-920.5	0	-920.5	Retainer
InvoiceTotal	35086855	9/26/2013	0	0	0	
BILL	35086856	9/26/2013	130,664.50	140.9	130,805.40	
PAYMILW	7564	9/26/2013	-130,664.50	-140.9	-130,805.40	Retainer
InvoiceTotal	35086856	9/26/2013	0	0	0	
BILL	35086857	9/26/2013	16,465.50	73.25	16,538.75	
PAYMILW	7561	9/26/2013	-16,465.50	-73.25	-16,538.75	Retainer
InvoiceTotal	35086857	9/26/2013	0	0	0	
GRAND TOTAL			922,748.54	0	922,748.54	