

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

HI-CRUSH INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-33495 (DRJ)

(Jointly Administered)

**DECLARATION OF DISINTERESTEDNESS OF NORTON ROSE FULBRIGHT US
LLP PURSUANT TO ORDER AUTHORIZING THE RETENTION AND
COMPENSATION OF CERTAIN PROFESSIONALS USED IN THE
ORDINARY COURSE OF BUSINESS**

I, Alicia Morris Groos, declare under penalty of perjury:

1. I am a Partner of Norton Rose Fulbright US LLP (“NRF”), which maintains offices at 98 San Jacinto Blvd., Suite 1100, Austin, Texas 78701-4255. NRF is a global law firm employing approximately 1,000 attorneys in the United States, and approximately 3,000 attorneys spread across the other members of the Norton Rose Fulbright Verein.²

2. Except as otherwise provided in this Declaration (this “Declaration”), neither I, NRF, nor any other owner or associate of NRF, insofar as I have been able to ascertain, holds or represents any interest adverse to the above-captioned debtors and debtors in possession (the “Debtors”) or their estates with respect to the matter(s) upon which NRF is to be employed. NRF

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Hi-Crush Inc. (0530), OnCore Processing LLC (9403), Hi-Crush Augusta LLC (0668), Hi-Crush Whitehall LLC (5562), PDQ Properties LLC (9169), Hi-Crush Wyeville Operating LLC (5797), D & I Silica, LLC (9957), Hi-Crush Blair LLC (7094), Hi-Crush LMS LLC, Hi-Crush Investments Inc. (6547), Hi-Crush Permian Sand LLC, Hi-Crush Proppants LLC (0770), Hi-Crush PODS LLC, Hi-Crush Canada Inc. (9195), Hi-Crush Holdings LLC, Hi-Crush Services LLC (6206), BulkTracer Holdings LLC (4085), Pronghorn Logistics Holdings, LLC (5223), FB Industries USA Inc. (8208), PropDispatch LLC, Pronghorn Logistics, LLC (4547), and FB Logistics LLC (8641). The Debtors’ address is 1330 Post Oak Blvd, Suite 600, Houston, Texas 77056.

² NRF, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa (incorporated as Deneys Reitz, Inc.), each of which is a separate legal entity, are members of the Norton Rose Fulbright Verein, a Swiss Verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients.



represents Twin Eagle Resource Management, LLC in the Chapter 11 Cases with respect to matters unrelated to the matter(s) upon which NRF is to be employed. NRF also represents JPMorgan Chase Bank, N.A. and affiliates on matters unrelated to the Debtors.

3. NRF has worked with the Debtors in the following capacities:

- a. Myself and other attorneys at NRF are appointed as Attorney of Record before the United States Patent and Trademark Office for several trademark registrations and pending applications in the name of Hi-Crush Inc. In connection therewith, NRF handles US trademark prosecution and maintenance for the trademark portfolio of Hi-Crush Inc.
- b. Norton Rose Fulbright Canada LLP (“NRF Canada”), a member of the Norton Rose Fulbright Verein, has been appointed as Agent and Representative for Services before the Canadian Intellectual Property Office for several trademark registrations and pending applications in the name of Hi-Crush Inc. In connection therewith, NRF Canada handles the Canadian trademark prosecution and maintenance for the trademark portfolio of Hi-Crush Inc.
- c. Attorneys at NRF represent Hi-Crush Inc. on debt financing matters, including its asset-based revolving credit facility.
- d. Attorneys at NRF represent Hi-Crush Inc. and several of its current and former officers and directors in *Harris, et al. v. Hi-Crush, Inc., et al.* (Cause No. 2020-03951), which is currently pending in Harris County District Court.

4. The Debtors requested, and NRF has agreed, to represent and advise them with respect to the above matters and such other matters as may be ordinarily rendered by NRF pursuant to section 327(e) of title 11 of the United States Code (the “Bankruptcy Code”).

5. NRF customarily bills the Debtors based upon hourly rates, which are periodically adjusted in the normal course of NRF’s business. Generally, our hourly billing rates for domestic offices range from \$700 to \$1,350 for partners; from \$670 to \$1,225 for of counsel; from \$520 to \$1,175 for senior counsel; from \$595 to \$855 for senior associates; from \$355 to \$855 for associates; and from \$230 to \$480 for paraprofessionals. In the normal course of business, NRF revises its regular rates on November 1st of each year and requests that, effective November 1st

of each year, the aforementioned rates be revised to the regular rates which will be in effect at that time.

6. Prior to the Debtors' bankruptcy filing, NRF rendered services to the Debtors that have not yet been billed and/or that have been billed but with respect to which payment has not yet been received and NRF received payment during the 90-day period prior to the Petition Date with respect to prepetition services rendered to the Debtors. Unless authorized by order of the court, NRF understands that its prepetition billings will not be paid as a part of NRF's continued service during the Chapter 11 Cases.

7. Except as set forth herein, no promises have been received by NRF, or any owner or associate thereof, as to compensation in connection with the Chapter 11 Cases, other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the U.S. Trustee Guidelines, and all orders of the court.

8. NRF and its owners may have in the past represented, currently represent, and may in the future represent, entities that are affiliates of, or related to, the Debtors or other parties in interest in the Chapter 11 Cases or in matters unrelated to the Chapter 11 Cases. However, except as otherwise provided in this Declaration, NRF does not, and will not, represent any such entity in connection with the Chapter 11 Cases and does not have any relationship with any such entity, its attorneys, or accountants that would be materially adverse to the Debtors or their estates with respect to the matter(s) upon which NRF is to be employed.

9. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, NRF has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of NRF.

10. Neither I nor any principal, partner, director, officer, of or professional employed by, NRF, insofar as I have been able to ascertain, holds, or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which NRF is to be employed.

11. At any time during the period of its employment, if NRF should discover any facts bearing on the matters described herein, NRF will supplement the information contained in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: September 15, 2020



Alicia Morris Groos