

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

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In re:	: Chapter 11
	:
HI-CRUSH INC., <i>et al.</i> , <sup>1</sup>	: Case No. 20-33495 (DRJ)
	:
Debtors.	: (Jointly Administered)
	:
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**STIPULATION AND AGREED ORDER REGARDING WISCONSIN TORT  
CLAIMANTS' PROTECTIVE MOTION FOR TEMPORARY ALLOWANCE  
OF CLAIMS FOR VOTING PURPOSES PURSUANT TO BANKRUPTCY RULE 3018**

**[Relates to Motion at Docket No. 345]**

This stipulation (this “**Stipulation and Agreed Order**”) is entered into this 15th day of September, 2020, by and among the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) and the persons defined collectively as the Wisconsin Tort Claimants in the *Wisconsin Tort Claimants' Protective Motion for Temporary Allowance of Claims for Voting Purposes Pursuant to Bankruptcy Rule 3018* [Docket No. 345] (the “**Motion**”), filed on September 4, 2020.<sup>2</sup>

**WHEREAS**, the Debtors and the Wisconsin Tort Claimants agree that the Motion should be resolved as set forth in this Stipulation and Agreed Order;

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



**NOW THEREFORE**, the Debtors and the Wisconsin Tort Claimants, through their undersigned counsel, hereby stipulate and agree as follows:

1. Pursuant to Bankruptcy Rule 3018(a), the Wisconsin Tort POCs are temporarily allowed, solely for the purpose of voting on the Plan, in the amount of \$1 each.

2. The temporary allowance of the Wisconsin Tort POCs shall not be deemed, in any way, determinative of or preclusive upon the ultimate validity or amount of the Wisconsin Tort POCs in these chapter 11 cases or in the Tort Litigation Actions.

3. Notwithstanding the relief granted in this Stipulation and Agreed Order or any actions taken pursuant to such relief, nothing in this Stipulation and Agreed Order shall be deemed: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' or any other party-in-interest's rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to the Stipulation and Agreed Order once entered. Nothing contained in this Stipulation and Agreed Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim (other than for purposes of voting on the Plan) to the extent it is not paid.

4. The relief granted in this Stipulation and Agreed Order is without prejudice to the Debtors' and Wisconsin Tort Claimants' rights to seek additional relief. Nothing in this Stipulation and Agreed Order shall be construed as a waiver of the Debtors' and Wisconsin Tort Claimants' rights under applicable law.

5. The Debtors and the Wisconsin Tort Claimants are authorized to take all actions necessary to effectuate the relief granted in this Stipulation and Agreed Order.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order.

Signed: \_\_\_\_\_, 2020  
Houston, Texas

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DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**STIPULATED AND AGREED TO THIS 15TH DAY OF SEPTEMBER, 2020:**

/s/ Patrick L. Hughes

Patrick L. Hughes (TX Bar No. 10227300)

Martha Wyrick (TX Bar No. 24101606)

**HAYNES AND BOONE, LLP**

1221 McKinney Street, Suite 4000

Houston, Texas 77010

Tel: 713-547-2000

Fax: 713-547-2600

Email: patrick.hughes@haynesboone.com

martha.wyrick@haynesboone.com

-and-

Timothy S. Jacobson (admitted *pro hac vice*)

**FITZPATRICK, SKEMP, & BUTLER, LLC**

1123 Riders Club Road

Onalaska, WI 54650

Tel: (608) 784-4370

Fax: (608) 784-4908

Email: tim@fitzpatrickskemp.com

*Attorneys for Wisconsin Tort Claimants*

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)

Ashley L. Harper (TX Bar No. 24065272)

**HUNTON ANDREWS KURTH LLP**

600 Travis Street, Suite 4200

Houston, Texas 77002

Tel: 713-220-4200

Fax: 713-220-4285

Email: taddavidson@HuntonAK.com

ashleyharper@HuntonAK.com

-and-

George A. Davis (admitted *pro hac vice*)

Keith A. Simon (admitted *pro hac vice*)

David A. Hammerman (admitted *pro hac vice*)

Annemarie V. Reilly (admitted *pro hac vice*)

Hugh K. Murtagh (admitted *pro hac vice*)

**LATHAM & WATKINS LLP**

885 Third Avenue

New York, New York 10022

Tel: 212-906-1200

Fax: 212-751-4864

Email: george.davis@lw.com

keith.simon@lw.com

david.hammerman@lw.com

annemarie.reilly@lw.com

hugh.murtagh@lw.com

*Counsel for the Debtors and Debtors-in-Possession*