IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMICUS WIND DOWN CORPORATION, *et al.*,	)	Case No. 11-13167 (KG)
Debtors.	)	Jointly Administered ***Related To Docket Nos. 813 and 893***
In re:	)	Chapter 11
FREEZE, LLC, *et al.*,	)	Case No. 11-13303 (KG)
Debtors.[1]	)	Jointly Administered ***Related To Docket Nos. 84 and 92***

DEBTORS' RESPONSE TO THE PENSION BENEFIT GUARANTY CORPORATION'S OBJECTION TO DEBTORS' DISCLOSURE STATEMENT

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby file this response to the objection filed by the Pension Benefit Guaranty Corporation (the "PBGC") to the Debtors' Disclosure Statement [Docket No. 893] (the "Objection").[2] As discussed in detail herein, the Objection lacks merit and should be overruled. In support of this response, the Debtors respectfully state as follows:

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Amicus Wind Down Corporation, f/k/a Friendly Ice Cream Corporation (3130); Amicus Restaurants Franchise Wind Down, LLC, f/k/a Friendly's Restaurants Franchise, LLC (3693); Amicus Realty I Wind Down, LLC, f/k/a Friendly's Realty I, LLC (2580); Amicus Realty II Wind Down, LLC, f/k/a Friendly's Realty II, LLC (2581); Amicus Realty III Wind Down, LLC, f/k/a Friendly's Realty III, LLC (2583); Freeze, LLC (9643); Freeze Group Holding Corp. (3232); Freeze Holdings, LP (3099); and Freeze Operations Holding Corp. (5239). The location of the Debtors' corporate headquarters is 1855 Boston Road, Wilbraham, Massachusetts 01095. The Debtors' services addresses are: 1855 Boston Road, Wilbraham, Massachusetts 01095 and 5200 Town Center Circle, Suite 600, Boca Raton, Florida 33486.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection or the *Debtors' Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 812] (as may be amended from time to time, the "Plan"), as applicable.

INTRODUCTION

This Court should overrule the PBGC's Objection because, in the context of these Chapter 11 Cases, the Disclosure Statement contains adequate information and should be approved. The Disclosure Statement stems from the Settlement reached in these Chapter 11 Cases between the Debtors, the Purchaser, and the Committee—of which the PBGC is a member—pursuant to which the Purchaser agreed to fund a Wind-Down Budget, assume a greater number of the Estates' liabilities, and settle recharacterization claims in exchange for an agreement that the Plan would contain broad release and Exculpation provisions. The Settlement was negotiated at arm's length and in good faith, and the PBGC played an active role in those negotiations.

The Disclosure Statement reflects the Debtors' efforts to provide adequate information to members of the voting classes concisely while adhering to the terms of the Wind-Down Budget and seeking to maximize creditor recoveries. It was entirely proper for the Debtors to take into account the circumstances of these Chapter 11 Cases in crafting the Disclosure Statement. Indeed, all parties expressly recognized the need for the Plan process to be conducted quickly and efficiently in order to control costs and preserve the Estates' resources for creditor recoveries.

The PBGC's Objection comes both too early and too late. The heart of the PBGC's Objection is its disagreement with the release and Exculpation provisions contained in the Plan, yet the propriety of such provisions is an issue for confirmation, not the Disclosure Statement hearing. On the other hand, the PBGC repeatedly failed to object to the release and Exculpation provisions despite having knowledge that the Settlement contemplated the future inclusion of such provisions in the Plan. Therefore, it should come as no surprise to the PBGC that such

provisions, given their importance in helping the parties to achieve the Settlement, are included in the Plan and Disclosure Statement.

Finally, the Disclosure Statement contains material information about the Liquidating Trust. Although the PBGC desires additional information about the Liquidating Trust, such information cannot be provided at this time because the Liquidating Trust Agreement is still being negotiated. The Liquidating Trust Agreement will, however, be consistent with the terms of the Plan and Disclosure Statement, will be subject to broad consent rights by the Committee, and will be filed as part of the Plan Supplement prior to the voting deadline on the Plan.

For all these reasons, the Debtors submit that the Objection should be overruled and the Disclosure Statement should be approved as containing adequate information pursuant to section 1125 of the Bankruptcy Code.

ARGUMENT

I. The Disclosure Statement Provides Adequate Information as Required by Section 1125 of the Bankruptcy Code.

A. The Disclosure Statement Satisfies the Standard Set Forth in the Bankruptcy Code.

1. The Disclosure Statement provides adequate information of the contents of the Plan. Section 1125 of the Bankruptcy Code defines "adequate information" as:

> information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interest of the relevant class to make an informed judgment about the plan, but adequate information need not include such information about any other possible or proposed plan . . . .

11 U.S.C. § 1125.

2. In addition, courts have found adequate information to be that information known to the proponent at the time which would allow a hypothetical reasonable investor an opportunity to make an informed judgment with respect to the proposed plan that is before it. See In re Zenith Elec. Corp., 241 B.R. 92, 99–100 (Bankr. D. Del. 1999). In Zenith, the court found that the debtor's disclosure statement contained adequate information and stated that:

> In considering the adequacy of a disclosure statement, it is important to keep in mind the audience. Here, those entitled to vote on the Plan are sophisticated, institutional investors. They have competent professionals assisting them in analyzing and testing the information provided by [Debtor]. They have also been involved in negotiations with [Debtor] for over a year before voting on the Plan. Significant documents and information (in addition to the Disclosure Statement) were made available to the Bondholders' Committee and its professionals during that time.

Id. at 99–100; see also Lisanti v. Lubetkin (In re Lisanti Foods, Inc.), 329 B.R. 491, 507 (D.N.J. 2005) (upholding bankruptcy's court's ruling approving debtors' disclosure statement, quoting with approval: "[t]he standard for adequacy of disclosure in 1125(a) is whether the information is sufficient to allow a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan").

> Case law points out that this is an intentionally flexible standard as adequacy is determined on a case by case basis . . . the Court does not have to presume that the hypothetical reasonable investor/creditor is a blank slate, or that it has the knowledge or business sophistication of a fifth grader.

Lisanti Foods, 329 B.R. at 507–08; see also In re Stanley Hotel, Inc., 13 B.R. 926, 929–30 (Bankr. D. Colo. 1981) ("[S]ince no plan proponent is expected to be able to predict the future with unerring accuracy, the information to be provided should be comprised of all those factors presently known to the plan proponent that bear upon the success or failure of the proposals contained in the plan.").

3. Further, approval of the Disclosure Statement should ***not*** hinge on confirmation issues. A disclosure statement hearing is limited in scope: it is intended only to determine the adequacy of disclosure within the meaning of section 1125 of the Bankruptcy Code. See 11 U.S.C. § 1125(b) (limiting solicitation on plan until court has approved disclosure statement). The Bankruptcy Code requires only that a disclosure statement—as a whole—provides information "reasonably practicable" to permit an "informed judgment" by those entitled to vote on a plan of reorganization. See Oneida Motor Freight, Inc. v. United Jersey Bank, 848 F.2d 414, 417 (3d Cir. 1988).

4. Here, the Court has every reason to approve the Disclosure Statement. See 11 U.S.C. § 1125. Courts have broad discretion in determining whether a disclosure statement contains adequate information, employing a flexible approach based on the unique facts and circumstances of each case. Id. ("[F]rom the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case"); First Am. Bank of N.Y. v. Century Glove, Inc., 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for particular debtor will be determined based on how much information is available from outside sources); Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.), 844 F.2d 1142, 1157 (5th Cir. 1988) ("The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court.").

5. The legislative history of section 1125 makes clear that approval of a disclosure statement requires a practical and flexible approach: "In reorganization cases, there is frequently great uncertainty. Therefore, the need for flexibility is greatest." See H.R. REP. No. 595, 95th Cong., 1st Sess. 408–409 (1977), reprinted in 1978 U.S.C.C.A.N. 5963, 6365. Similarly, speed

and efficiency are often important factors in determining adequacy of information in certain instances:

> Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a particular approach as to what is necessary under the circumstances of each case, such as ***the cost of preparation of the statements*** [and] ***the need for relative speed in solicitation and confirmation*** . . . .

Id. at 409 (emphasis added).

6. The need for an efficient plan process has been expressly recognized in these cases. On December 15, 2011, counsel to the Committee advised this Court that the Debtors would be submitting a concise Disclosure Statement because the key parties had agreed on the essential terms of a wind-down budget and plan:

> MR. DUBLIN: That's correct, Your Honor, the Committee has maintained throughout the entire process that there needs to be a plan in these cases. And that is something that was discussed with Sun, as well as the Debtors and everybody's in agreement that that's the route we were going. We are going to do it as seamlessly as possible. You're not going to get a 400 page disclosure statement and a 100 page plan. ***It's going to be, hopefully, as bear*** [sic] ***bones as possible to limit the costs and expenses based on the circumstances of these cases***, but that's the route we're going.

Transcript of Hearing, at 20:3–13, In re Friendly Ice Cream Corp., No. 11-13167 (Dec. 15, 2011) (emphasis added).

7. In these circumstances, the Disclosure Statement contains the information necessary for the voting classes of creditors to make informed decisions about whether to vote to accept or reject the Plan, including, among other things, the following key sections and information:

- Purpose of the Disclosure Statement, Confirmation of the Plan, and Voting on the Plan: a discussion of the purpose of the Disclosure Statement; the requirements for Confirmation of the Plan; information about the hearing on Confirmation of the Plan and the deadline

to file objections to Confirmation; the effect of Confirmation or failure to confirm the Plan; and an overview of the Voting Procedures and voting deadlines regarding the Plan (**Disclosure Statement § I at 4**);

- The Debtors: the Debtors' corporate history and capital structure; an overview of the Debtors' business operations; a discussion of certain events in the Debtors' Chapter 11 Cases; and an overview of the Sale of substantially all the Debtors' assets to Purchaser (**Disclosure Statement § II at 6**);

- Summary of the Plan: the purpose of the Plan; the classification of Claims and Equity Interests under the Plan; the means for implementation of the Plan, including the creation of the Liquidating Trust and the treatment of Executory Contracts and Unexpired Leases; the provisions governing distributions; procedures for resolving contingent, unliquidated, and disputed Claims; settlement, release, injunction, and related provisions; conditions precedent to Confirmation and Consummation of the Plan; and the binding nature of the Plan (**Disclosure Statement § III, at 8**);

- Best Interests of Creditors and Plan Alternatives: a discussion of the Debtors' belief that the Plan is in the best interests of creditors and is preferable to a chapter 7 liquidation, a continuation of the bankruptcy Cases, and an alternative chapter 11 plan (**Disclosure Statement § V, at 15**);

- Risk Factors: certain risk factors that may affect the Plan, including certain bankruptcy considerations related to the Debtors' ability to achieve Confirmation and Consummation of the Plan, risks associated with forward looking statements, and an overall disclaimer as to the information provided by and set forth in the Disclosure Statement (**Disclosure Statement § VI, at 16**); and

- Tax Consequences of the Plan: a disclaimer that the Debtors have not requested a ruling from the Internal Revenue Service or an opinion of counsel with respect to any of the tax consequences of the Plan and that each Holder of a Claim or Equity Interest should consult its own tax advisor (**Disclosure Statement § VII, at 19**).

8. The Disclosure Statement contains the categories of information that courts have indicated generally should be included in a disclosure statement. See In re Metrocraft Pub. Servs., Inc., 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984) (listing different categories of information for inclusion in disclosure statements ***but*** making clear that not all suggested information is necessary in every case). Accordingly, the Debtors submit that the Disclosure Statement provides adequate information and therefore fully satisfies the requirements of section 1125 of the Bankruptcy Code.

B. The Disclosure Statement Reflects Efforts to Control Costs in these Cases.

9. As noted above, the Debtors also submit that the volume of information contained in the Disclosure Statement appropriately balances the need for disclosure with all parties' desire to maximize value for creditor recoveries and adhere to the terms of the Wind-Down Budget. This approach was contemplated by the Settlement between the Debtors, the Purchaser, and the Committee, of which the PBGC—as a member of the Committee—had extensive knowledge. Moreover, the PBGC participated in almost every aspect of these cases, including the December 15, 2011 hearing at which the Settlement was announced and approved. This Court should not allow the PBGC to overturn key elements of the Settlement at this late date in the Debtors' chapter 11 process.

C. PBGC Objections Are Only Proper at Plan Confirmation.

10. The PBGC attempts to couch legal objections to elements of the Plan as objections to the adequacy of information contained in the Disclosure Statement. For instance, the PBGC argues that the Disclosure Statement should not be approved because the Plan's release and Exculpation provisions are too broad. The propriety of the release and Exculpation provisions, however, is a matter for the confirmation hearing. It is well-settled that substantive issues regarding confirmability of plan provisions and compliance with section 1129 of the Bankruptcy Code are properly reserved for confirmation. See, e.g., In re Calpine Corp., No. 05-60200, 2007 WL 2908200, at *1 (Bankr. S.D.N.Y. Oct. 4, 2007) (noting that valuation and other plan issues will be determined based on the evidence presented at the confirmation hearing, not earlier); In re Copy Crafters Quickprint, Inc., 92 B.R. 973, 980 (Bankr. N.D.N.Y. 1988) ("[C]are must be taken to ensure that the hearing on the disclosure statement does not turn into a confirmation hearing, due process considerations are protected and objections are restricted to those deficits that could not be cured by voting. . . ."); In re Monroe Well Servs., 80 B.R. 324,

333 (Bankr. E.D. Pa., 1987) (noting that bankruptcy courts' power to disapprove of a disclosure statement based on a determination that the proposed plan is nonconfirmable "is discretionary and must be used carefully so as not to convert the disclosure statement hearing into a confirmation hearing, and to insure that due process concerns are protected"). Indeed, courts should avoid turning disclosure statement hearings into premature confirmation proceedings. As the court in In re Clift Holdings stated,

> The basic objection can be distilled to one that declares that this Disclosure Statement describes a plan that is patently unconfirmable. I did not find that to be the case at all. This described plan is a confirmable one; however, it does have to meet the strictures of 1129. There are confirmation issues. And if they arise before this Court in the context of confirmation, 1129, they shall be heard. But all of the objections that I have heard today are not truly objections to disclosure but may be, and only may be, strategic objections that go to the level of confirmation issues, which I don't have before me. What I do have before me is disclosure under section 1125.

Transcript of Proceedings, at 24, In re Clift Holdings LLC, No. 03-41984 (Bankr. S.D.N.Y. Aug. 18, 2004).

11. Disapproval of a disclosure statement on grounds that a plan is unconfirmable is appropriate only when the disclosure statement "describes a plan of reorganization which is so fatally flawed that confirmation is ***impossible***." In re Cardinal Congregate I, 121 B.R. 760, 764 (Bankr. S.D. Ohio 1990) (emphasis added). This standard—referred to as "facial invalidity"—is limited to a legal determination that does not require resolution of factual disputes. See, e.g., In re Curtis Center Ltd. P'ship, 195 B.R. 631, 638 (Bankr. E.D. Pa. 1996) ("[A] a disclosure statement should be disapproved where the plan it describes is patently unconfirmable."); In re Unichem Corp., 72 B.R. 95, 98 (Bankr. N.D. Ill. 1987) (courts should disapprove a disclosure statement on confirmability grounds "where it is readily apparent that the plan accompanying the disclosure statement could ***never*** be legally confirmed" (emphasis added)).

12. By contrast, the Plan releases here are customary elements of chapter 11 plans and are an archetypal confirmation issue. See Nielsen v. Specialty Equip. Cos., Inc. (In re Specialty Equip. Cos., Inc.), No. 92-C-20142, 1992 WL 279262 at *3 (N.D. Ill. Sept. 25, 1992) (noting that bankruptcy court below held that "the validity of releases [is] a plan confirmation issue" and overruled objections to the disclosure statement regarding appropriateness of third-party releases).

13. The release issue is not ripe for determination at the hearing to approve the Disclosure Statement. Moreover, the Debtors hope to reach a consensual resolution of the PBGC's complaints before Plan confirmation. To the extent the propriety of releases remains contested at confirmation, the Debtors will fully brief and argue the issue at that more appropriate time.

II. The Disclosure Statement and the Record in these Cases Support the Inclusion of Releases and Exculpation.

A. These Cases Provide Consideration for the Releases, and the Exculpation Is Tailored.

14. Contrary to the PBGC's assertions, the release and Exculpation provisions in the Plan are fair and equitable, are given for valuable consideration, and are in the best interests of the Debtors and their Estates. The release provisions are included in the Plan in consideration of the Settlement among the Debtors, the Purchaser, the DIP Agent, and the Committee, among other things. Indeed, the Debtors already have granted (and the Court already has approved) releases in favor of the Purchaser, Sun Capital, and the DIP Agent in connection with (and as consideration under) the DIP Facility. See DIP Order ¶ F(iv)(e).

15. As a member of the Committee, the PBGC was intimately involved in negotiations regarding the Settlement. As part of the Settlement, the Purchaser agreed to fund the Wind-Down Budget beyond what is required under Delaware law in exchange for, among

other things, the inclusion of the release and Exculpation provisions in the Plan. Through the negotiations and presentation of the Settlement, and the approval of the Sale of substantially all of the Debtors' assets to the Purchaser the PBGC did not object to the Debtors' granting broad releases. The agreement by the Debtors to grant broad releases, however, was fundamental to the Settlement.

> MR. HERMAN: The next point, Your Honor, is that the sale order, the wind down budget and the assumption of liabilities in the asset purchase agreement are all related. And they're all related to a fourth item which is not before the Court today, which is a plan that will be promptly filed in this case. One of the features of that upcoming plan will be releases for the various Sun Capital parties in consideration of their funding of the wind down budget, and the assumption of the liabilities and the APA.

Transcript of Hearing, at 19:2–10, In re Friendly Ice Cream Corp., No. 11-13167 (Dec. 29, 2011).

16. It is likely that the Settlement would not have been reached without the release and Exculpation provisions contained in the Plan. The promise of release and Exculpation played a significant role in facilitating the Settlement. The released and exculpated parties played a key role in facilitating the Sale and in attempting to facilitate the efficient wind-down of the Debtors' Estates.

17. To the extent that the PBGC or any other party objects to the releases and Exculpation clause at Confirmation, the Debtors intend to present evidence demonstrating that the facts and circumstances of these Chapter 11 Cases justify the inclusion of the release and Exculpation provisions contained in the Plan. Yet the appropriate time to raise those arguments is at Confirmation, not at the Disclosure Statement hearing.

B. The Third Party Releases Are Consensual.

18. Finally, the PBGC or any other voting creditor is not coerced into accepting the Third Party Release provisions contained the in the Debtors' Plan. Contrary to the PBGC's claim, any voting creditor who wishes to reject the releases may vote against the Plan. If the PBGC votes against the Plan, it would not be bound by the releases, as the Plan indicates:

> "*Releasing Parties*" means, collectively, the Purchaser, the DIP Agent, the DIP Lenders, the Secured Credit Agreement Agent, the Secured Credit Agreement Lenders, the Secured Promissory Noteholder, the 8.375% Senior Subordinated Notes Indenture Trustee, the Committee, the Committee Members (in their respective capacities as such), and all Holders of Claims or Equity Interests, ***except Holders of any Claims or Equity Interests (a) who vote to reject this Plan*** or (b) who are in a Class that is deemed to reject this Plan; provided, however that the Secured Promissory Noteholder shall be deemed to be a Releasing Party despite being deemed to reject this Plan."

Plan at Art. I.A.82, at 7 (emphasis added).

> "*Third Party Releasees*" means, collectively, the DIP Agent, the DIP Lenders and all participants in the DIP Claims and the DIP Credit Agreement, Sun Capital, the Secured Credit Agreement Agent, the Secured Credit Agreement Lenders, the Secured Promissory Noteholder, the Committee Members, and the 8.375% Senior Subordinated Notes Indenture Trustee, each in their capacities as such; ***provided, however, that any Holder of a Claim who votes to reject this Plan shall not be a Third Party Releasee***."

Id. at Art. I.A.103, at 8 (emphasis added).

19. The Plan, then, affords all voting creditors the ability to opt out of the Third Party Release. And, certainly, the Disclosure Statement needs no additional information on that point.

III. The Debtors Have Provided Adequate Information about the Liquidating Trust.

20. The Disclosure Statement provides adequate information about the Liquidating Trust. Specifically, Section III.D.3 of the Disclosure Statement provides material information about the structure and functions of the Liquidating Trust:

> [O]n the Effective Date, a Liquidating Trust shall be established and a Liquidating Trustee appointed. The primary purpose of the Liquidating Trust is the administering and liquidating the Liquidating Trust Assets to Holders of Class 5 General Unsecured Claims against the Amicus Debtors and Class 7 PBGC General Unsecured Claims . . . The secondary objectives of the Liquidating trust are: (a) resolving all Disputed Priority Tax Claims, Disputed Class 1 Other Priority Claims, Disputed Class 2 Other Secured Claims, Disputed Class 5 General Unsecured Claims against the Amicus Debtors and Disputed Class 7 PBGC General Unsecured Claims, (b) pursuing or otherwise litigating any Causes of Action . . . , and (c) making all distributions to the Beneficiaries provided for under the Plan pursuant to the Liquidating Trust Agreement. The Liquidating Trust Assets will automatically vest in the Liquidating Trust free and clear of all Liens, claims, encumbrances, and other interests on the Effective Date.

Disclosure Statement § III.D.3, at 10.

21. The Debtors are unable to provide greater detail about the Liquidating Trust in the Disclosure Statement because the parties are still actively negotiating the Liquidating Trust Agreement. The Wind-Down Budget provided an estimate of the funding of the Liquidating Trust, however, and the Liquidating Trust will function consistently with the description set forth in the Disclosure Statement and will be filed as part of the Plan Supplement prior to the voting deadline on the Plan.

22. In addition, the Liquidating Trust Agreement will be subject to broad consent rights in favor of the Committee. See, e.g., Plan at Arts. I.A.65, 67, VII.A.3. The Committee's participation in negotiating and finalizing the Liquidating Trust Agreement was negotiated to make certain that the Liquidating Trust Agreement remains consistent in all respects with the Plan and Disclosure Statement and to ensure that the interests of unsecured creditors like the PBGC would be taken into account.

23. Moreover, the Liquidating Trust Agreement will be filed with the Court no later than ten (10) days prior to the deadline to file objections to the Plan—offering sufficient time for

parties to review and, if necessary, raise objections to the terms of the document itself. See Plan at Art. I.A.65. Coupled with the notion that the Liquidating Trust Agreement is intended to be entirely consistent with the description set forth in the Disclosure Statement and the governing provisions set forth in the Plan, the Objection's unfounded concerns regarding the Liquidating Trust present no reason to delay the Debtors' chapter 11 process by declining to approve the disclosure Statement. Accordingly, the Objection should be overruled, and the Disclosure Statement approved.

CONCLUSION

The Disclosure Statement is tailored to the Settlement reached in these Chapter 11 Cases. It provides adequate information to enable voting parties, including the PBGC, to evaluate the provisions of the Plan. At the same time, it is sufficiently concise to control costs pursuant to the Wind-Down Budget and maximize value for creditors. The Debtors respectfully submit that this court should overrule the Objection and approve the adequacy of the Disclosure Statement.

Dated: April 18, 2012
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Kathleen P. Makowski

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Kathleen P. Makowski (DE Bar No. 3648)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
tcairns@pszjlaw.com
kmakowski@pszjlaw.com

and

James A. Stempel (admitted *pro hac vice*)
Ross M. Kwasteniet (admitted *pro hac vice*)
Jeffrey D. Pawlitz (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.stempel@kirkland.com
ross.kwasteniet@kirkland.com
jeffrey.pawlitz@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession