

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE**

In re:

LIBERTY FIBERS CORPORATION,

Debtor

Chapter 7

Case No. 05-53874 (MPP)

MACK SANE, IN A REPRESENTATIVE  
CAPACITY ON BEHALF OF A CLASS OF  
ALL PERSONS SIMILARLY SITUATED,

Plaintiff

Adversary Proceeding No. 06-05049

v.

LIBERTY FIBERS CORPORATION,

Defendant

**CLASS COUNSEL'S MOTION TO APPROVE: ATTORNEY'S FEES;  
REIMBURSEMENT OF OUT-OF-POCKET COSTS; AND THE FORMULA FOR  
DISTRIBUTION TO CLASS MEMBERS**

Class Counsel submits this Motion to Approve: Attorney's fees; Reimbursement of Out-of-Pocket Costs; and The Formula for Distribution to Class Members.

**Statement of Background Facts**

Defendant owned and operated a facility which manufactured and sold rayon products. The Defendant's facility was located in Hamblen County, Tennessee ("the Facility"). Defendant has agreed that the Plaintiffs and other similarly situated former employees worked at and were terminated from the Facility. Beginning on September 26, 2005, the Defendant terminated most of its employees.

By November 8, 2005 Defendant had terminated most of its non-union employees and closed down the Facility. None of the Defendant's employees terminated this period and

thereafter received 60 days' advance written notice of their terminations, as required by the WARN Act.

On September 29, 2005, the Defendant filed a petition with this Court for relief under Chapter 11 of the Bankruptcy Code. On November 21, 2005, the case was converted for liquidation under Chapter 7 of the Bankruptcy Code.

In September 2008, this Court approved certification of a class action. A Form of Notice was subsequently approved by the Court and sent to each potential class member. The Notice advised employees that unless they opted out, they would be bound by any future settlement.

Specifically, the Notice said, in pertinent part:

**If you wish to be a member of the Class, you do not need to do anything** and you will receive whatever benefits you are entitled to, if you are determined to be a Class Member. As a Class Member, you will be bound by any judgment (whether favorable or unfavorable) or court-approved settlement. If it is concluded in a proposed settlement that you are not a Class Member, you will receive notice and be afforded the right to object to that conclusion. If it is finally concluded that you are not a Class Member, you will not be bound by the outcome of the Action and will receive no benefits from the Action.

If you do not wish to participate in this Action and wish to be excluded and, thereby, reserve your rights under the WARN Act and **not share in any recovery in the Action**, you must sign and mail the attached Exclusion Form set forth below by certified mail, return receipt requested, to Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, PA 19103, Attn: Charles A. Ercole. The Exclusion Form must be post-marked by no later than September 30, 2010. All Exclusion Forms post-marked after that date will not be effective, and any person who sends a late Exclusion Form will nevertheless be a member of the Class in the Action and will be bound in the same way and to the same extent as all other Class Members.

See Notice at 9-10.

Only one (1) potential class member opted out.<sup>1</sup> After extensive negotiations in the fall of 2010, the Trustee and Class Counsel reached a settlement in late November. Subsequently, December 27, 2010 the Trustee filed a Motion to Compromise the WARN Act Class Action. On January 18, 2011, this Court approved the Trustee's Motion to Compromise the WARN Act class action for a gross payment of \$550,000.00. The Trustee's Motion argued that it was in the best interest of the estate and Class Counsel believes that the Compromise is reasonable given the time and expense of litigation to date, the risks of failure/success and it is in the best interest of the class.

**MATERIAL TERMS OF COMPROMISE AND SETTLEMENT**

The Trustee's Compromise and Settlement with Class Counsel contains the following material terms:

1. Within fifteen (15) days of the Court's entry of an order approving the Compromise; attorney's fees and costs; and distribution, the Trustee shall pay \$550,000.00 to Class Counsel.
2. Class counsel will make the following payments from the \$550,000.00 settlement fund:
  - A \$1,000 service payment to Mack Sane for his efforts in this lawsuit;
  - \$200,000.00 to Klehr Harrison Harvey Branzburg, LLP for their fees and out of pocket costs;
  - \$349,000.00 to eligible class members who did not opt out (the "Distribution Pool").
3. As a result of this Compromise and settlement, employee claims will be released as follows:

---

<sup>1</sup> Former Employee, Thomas Montgomery, sent an Opt-Out letter to undersigned counsel.

A release by each such Eligible Class Member of all claims against the Trustee, the Debtors' estate, and/or Lewis Hollingsworth, L.P. which relate to or are based on any alleged failure to provide adequate notice under the WARN Act or back pay or benefits arising out of the termination of an Eligible Class Members' employment by the Debtor whether based on the WARN Act or any other federal, state or local law, regulation or ordinance. However, the following claims are not released: (a) any timely-filed claims of an individual; (b) any benefits encompassed by the UFCW's Claims # 205 and 206 for its members; (c) rights, if any, unrelated to any claims under the WARN Act, under the Debtors' 401(k) plans; and (d) any claims that the law clearly states may not be released by settlement. Provided, however, that to the extent an Employee's WARN Act Claim and any other allowed priority claims exceed \$10,950, the balance over \$10,950 will be treated as a general unsecured claim. Amounts paid under this Settlement Agreement will be deducted/offset from individual wage/wage equivalent proofs of claim arising from his/her termination of employment.

4. Pursuant to the formula set forth in the WARN Act, each WARN Settlement Class Member will be entitled to a payment derived by allocating a pro rata amount to each WARN Settlement Class Member based on the maximum amount of his or her potential claim. The payments to WARN Settlement Class Members shall be calculated as follows:

- Each employee's final regular rate for (both hourly and salaried employees) will be determined. Based on that final rate, each employee will be attributed a factor that will determine their distribution from the Distribution Pool.
- The amount each WARN Settlement Class member shall receive under this Settlement Agreement shall then be calculated by multiplying (i) \$349,000 by (ii) each WARN Settlement Class Member's Pro Rata Factor; and
- If a WARN Settlement Class Member has received priority payments pursuant to Bankruptcy Code Section 507(a)(4) or (a)(5), and the amount of priority payments previously paid plus the settlement payment exceeds

\$10,950, the WARN Settlement Class Member's settlement amount shall be reduced by the amount necessary to bring the priority amount within the \$10,950 cap.

- If checks remain uncashed after 241 days, the funds will be returned to the Trustee.

#### **ATTORNEY'S FEES, COSTS AND FORMULA FOR DISTRIBUTION**

For the reasons set forth in Certification of Charles A. Ercole attached hereto as Exhibit "A" class counsel believes the request for attorney's fees and costs is reasonable. Among the factors to be considered by the court was the amount of work involved:

- Difficulty and risks of litigation;
- Fee agreements with plaintiff authorizing 33⅓% plus out of pocket costs;
- The fee award is typical for WARN Act class actions; and
- The actual lodestar time value of time expended actually exceeds the contingent fee requested.

The formula for distribution is in accordance with the WARN Act and is intended to fairly distribute the limited funds. As an example, if one employee made \$10/hour and another made \$20/hour, the latter employee would receive a distribution twice as much as the former employee.

**Conclusion**

For all the foregoing reasons, we respectfully request that this Court enter an Order granting the Motion in all respects.

KLEHR HARRISON HARVEY  
BRANZBURG, LLP

/s/ Charles A. Ercole  
Richard M. Beck  
Charles A. Ercole  
919 North Market Street, Suite 1000  
Wilmington, DE 19801

/s/ John A. Walker, Jr.  
John A. Walker, Jr. (000669)  
507 South Gay Street, Suite 1200 - P.O. Box 2774  
Knoxville, TN 37901

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE**

In re:	)	
	)	Chapter 7
LIBERTY FIBERS CORPORATION,	)	
	)	Case No. 05-53874 (MPP)
Debtor.	)	
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CAPACITY ON BEHALF OF A CLASS OF	)	
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Plaintiff,	)	
	)	Adversary Proceeding No. 06-05049
v.	)	
	)	
LIBERTY FIBERS CORPORATION,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

Charles A. Ercole, declares under penalty of perjury that: I am not a party to this action, am over 18 years of age and am employed by KLEHR HARRISON HARVEY BRANZBURG, LLP, 919 North Market Street, Suite 1000, Wilmington, DE 19801. I hereby certify that true and correct copies of the foregoing Class Counsel's Motion to Approve: 1) Attorney's Fees; 2) Reimbursement of Out-of-Pocket Costs; and 3) Formula for Distribution to Class Members was served by via electronic service and first class mail upon the following:

[All former employees terminated on or  
after September 29, 2005]

and

Maurice K. Guinn, Esq.  
Gentry, Tipton & McLemore, P.C.  
P. O. Box 1990  
Knoxville, TN 37901  
*Chapter 7 Trustee for Liberty Fibers Corporation*

KLEHR HARRISON HARVEY  
BRANZBURG, LLP

/s/ Charles A. Ercole  
Richard M. Beck  
Charles A. Ercole  
919 North Market Street, Suite 1000  
Wilmington, DE 19801  
Phone: (302) 552-5503  
Facsimile: (302) 426-9193

/s/ John A. Walker, Jr.  
John A. Walker, Jr. (000669)  
507 South Gay Street, Suite 1200  
P.O. Box 2774  
Knoxville, TN 37901  
Phone: (865) 523-0700  
Facsimile: (865) 523-4990



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LIBERTY FIBERS CORPORATION,	)	
	)	
Defendant.	)	
	)	
	)	

**DECLARATION IN SUPPORT OF MOTION OF THE WARN ACT CLASS COUNSEL  
FOR APPROVAL OF (1) ATTORNEY'S FEES (2) REIMBURSEMENT OF COSTS AND  
(3) THE FORMULA FOR DISTRIBUTION TO CLASS MEMBERS**

I, Charles A. Ercole, Esquire state a follows:

1. I make the following certification based on my own personal knowledge and if called to testify, I would and could do so under oath.

2. I am a member of the following bars: Commonwealth of Pennsylvania; State of New Jersey; United States District Courts for the Eastern and Middle Districts of Pennsylvania; United States District Court for the District of New Jersey; United States Court of Appeals for the Third Circuit; and the United States Supreme Court. I am appearing *Pro Hac Vice* before this Honorable Court in the above-captioned matter.

3. I am a partner with the firm of Klehr Harrison Harvey Branzburg LLP, attorneys for Mack Sane on his behalf and as representative of a Class of other persons similarly situated. This

declaration is submitted in support of Class Counsel's Motion to Approve Attorneys Fees; Reimbursement of Out-of-pocket Costs; and Distribution Formula.

#### **Qualifications of Counsel**

4. Klehr Harrison and I have been lead counsel in several class action lawsuits. *See, e.g., Justin Abreau, et al. v. Oakwood Homes Corporation, et al.*, C.A. 0213396 (Bankr. D. De. 2002). *In Re USF Red Star*, MDL 1655 (E.D. P.A. 2005); *In Re McGraw v. Independence Blue Cross*, Docket No. 000171 – 2007 (Pa. Ct. Common Pleas 2007), *Rocco v. Sears, et al.* No. 06-2868 (D.N.J. 2008); *Riley v. Hoboken* C.A. No. 2:07-cv-05666, (D.N.J. 2009); *Perez v. American Remanufacturing, Inc.* Adv. No. 06-50819 (D. De. 2009); *In re Qimonda North America, et al.*, Adv. No. 09-50192 (pending in Bankr. D. Del.); *Smith v. Arrow Trucking*, No. 09-cv-810 (pending in N.D. Okla.); *In re Premium Protein Products, LLC* Adv. No. (pending in Bankr. D. Neb.); *In re Fleetwood Enterprises, Inc.*, Adv. No. 6:09-ap-01114-MJ and 6:09-ap-01421-MJ; *Caccamo and Harnois v. MLN*, Adv. No. 07-51415 (D. Del. 2009).

#### **Reasonableness of Settlement and Fee Request**

5. I have personal knowledge of the settlements in the WARN Act class action lawsuits handled by Klehr, Harrison. Based on that experience and my research concerning other WARN Act settlements, I believe that the settlement in the current litigation is fair and reasonable. *See, e.g., In re Oakwood Homes* (D. DE. 2003) (\$2.8 million for 1100 employees); *In re Riley v. Hoboken Wood Flooring* (D.N.J. 2009) (\$1,050,000 for 500 employees). *Perez v. ARI*, Adv. No. 06-50819 (D. De. 2009) (\$675,000 for 500 employees); *Caccamo and Harnois v. MLN*, Adv. No. 07-51415 (D. Del. 2009) (\$2.7 million for 1500 employees); *Justice v. Fleetwood Enterprises, Inc.*, Adv. No. 6:09-ap-01114-MJ and 6:09-ap-01421-MJ (\$1.5 million for 700 ees).

6. Klehr, Harrison is requesting a fee of 33⅓% plus reimbursement for costs incurred in the litigation (a total of \$200,000). Plaintiffs' fee agreement with Klehr, Harrison authorizes

33⅓% contingency fee plus costs for the risks of undertaking the litigation. In the present case, approximately 250 former employees will share in the \$550,000 Compromise and Settlement fund.

7. This case has lasted more than 5 years. Immediately upon shut down in September 2005, Klehr Harrison was contacted by several employees and began investigating potential violations of the WARN Act. Ultimately, Klehr Harrison filed a WARN Act lawsuit on behalf of plaintiff Mack Sane and sought - - and were granted - - class certification on behalf of all other employees who were similarly situated and laid off in or about September 2005. Early in the litigation, after discussions with the Chapter 7 Trustee, Class Counsel agreed to not engage in unnecessary litigation until the Trustee could determine if any assets would be available for distribution if the employees prevailed. Ultimately, Class Counsel was involved in significant amount of document discovery (produced both by the Trustee and by counsel for the largest equity holder, Lewis Hollingsworth, L.P.). Lewis Hollingsworth voluntarily produced certain principals and there were extensive negotiations to try and resolve the litigation at various stages. Class counsel also took the deposition of Tom Montgomery, Vice-President, and filed a motion for summary judgment. All of this work was necessary to achieve the result herein.

8. I previously served the Notice to Class Members about the Pendency of this Class Action. Only three potential Class Members, Thomas Montgomery, William Cody, and Tracy Harrell opted-out of the Class Action.<sup>1</sup>

9. The request for 33⅓% of the fund (\$165,000) (plus costs) is typically approved by courts in WARN Act and other Class Actions. *See In re Oakwood Homes Corp.*, Case No. 02-13396, Adv. Pro. No. 03-52178 (DE 2002), (approving attorney's fees in the amount of 33% of the fund); *In re Classic Kitchens*, Case No. 01-20393 (DE 2001), 33⅓% of the fund); *Ballentine v. Triad Int'l*

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<sup>1</sup> An earlier version of this Declaration stated that only Mr. Montgomery opted out. However, upon further review of our files Mr. Cody and Ms. Harrell's forms were discovered as well.

*Maintenance Corp.*, Case No. 01-10357-BC, (33⅓% of the fund); *In re Charter Behavioral Health Sys., LLC*, Case No. 00-989, Adv. Pro. No. 00-562 (DE 2001), (approving attorney's fees in the amount of 33 1/3% of the common fund). *In re HomePlace*, Case No. 01-0181 (Bkr. D. Del. 2001) (33 1/3%); See also, *In re Global Shopping Network*, Case No. 97 B44268, U.S. (Bkr. S.D. N.Y. 1997) (33 1/3%); *In re Preston Trucking*, Case. No. 99-59994, (Bkr. D. Md. 1999) (33 1/3%); *In re Matchlogic*, Case No. 01-32495-TC, (Bkr. N.D. Cal. 2001) (33 1/3%); *In re Living.com*, Case No. 00-12523 (Bkr. W.D. Tex. 2000) (33 1/3%); *In re Value America*, Case No. 00-02269-WA3 (Bkr. W.D. Va. 2000) (33 1/3%); *In re Consolidated Freightways Corp.*, Case No. 02-24284 MG (Bkr. C. D. Cal. 2002) (33 1/3%).

10. We are also requesting \$35,000 for reimbursement of out-of-pocket costs and the costs of administering the distribution. We have already incurred \$35,000 in out-of-pocket expenses and we estimate that our firm's time and/or cost for administering the distribution will be at least an additional \$7,500.00

11. A review of the detailed billing records indicates that our firm expended a lodestar in excess of \$200,000 of actual attorney time. Although not required, courts often employ the lodestar methodology as a cross-check for the percentage fee awards "to assure that the precise percentage awarded is not unreasonable." *In re Gen. Motors*, 55 F.3d at 822; *In re Rite Aid*, 396 F.3d at 305; *Gunter*, 223 F.3d at 199; *O'Keefe*, 214 F.R.D. at 309 (finding the lodestar cross-check is not required). Because our lodestar in this case exceeds the percentage requested, a lodestar cross check is not required.

12. Alternatively, under fee-shifting statutes like the WARN Act, courts may chose to award attorneys their lodestar value instead of a percentage. *Gorini v. AMP, Inc.* 94 Fed. Appx. 9113 (3d cir. 2004) In the present case, that would result in an award in excess of the \$200,000 total (fees and costs) requested. Hence, the requested amount is reasonable.

13. I have reviewed our firm's detailed billing reports for this litigation, and I believe that they accurately represent the work involved and the costs incurred.<sup>2</sup>

14. The net amount of the compromise fund (\$349,000.00) will be distributed to the employees on a *pro rata* basis. As an example, if an employee made \$10 an hour and another employee made \$20 an hour, the latter employee would get a distribution twice as much as the lower paid employee. The settlement is approximately 33 $\frac{1}{3}$ % of the maximum potential value (had plaintiff's prevailed fully on their WARN Act claims and assuming sufficient monies remained in the estate). The distribution to each employee will be less than a full recovery, but above average for the amount typically received in WARN Act cases (see paragraph 6, *supra*).

15. The named Class Representative, Mack Sane, played a significant role in the litigation. I, therefore, request that he be awarded a service award in the amount of \$1,000.00.

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<sup>2</sup>The billing records will be provided to the Court upon request for *in camera* inspection. Klehr Harrison expended \$221,430 in lodestar value and incurred \$35,363 in out-of-pocket costs through December 31, 2010.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/Charles A. Ercole  
Charles A. Ercole

Dated: February 17, 2011



/s/ John A. Walker, Jr.  
John A. Walker, Jr. (000669)  
507 South Gay Street, Suite 1200  
P.O. Box 2774  
Knoxville, TN 37901  
Phone: (865) 523-0700  
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**ORDER**

**AND NOW**, upon consideration of Class Counsel’s Motion to Approve: 1) Attorney’s Fees; 2) Reimbursement of Costs; and 3) the Formula for Distribution to Class Members, the accompanying documents, and any responses thereto, it is hereby

ORDERED AND DECREED that the Class Motion is GRANTED; and it is  
FURTHER ORDERED that the service payment to Plaintiff is reasonable.

FURTHER ORDERED that the Class Counsel's Fee and Reimbursement of Costs

Request is reasonable;

FURTHER ORDERED that the distribution formula is reasonable.

# # #

Tendered by and approved for entry by:

/s/ John A. Walker, Jr.  
John A. Walker, Jr., Esquire  
Walker & Walker, P.C.  
507 South Gay Street, Suite 1200  
P.O. Box 2774  
Knoxville, TN 37901  
(865) 523-0700

/s/ Charles A. Ercole  
Charles A. Ercole, Esquire  
Klehr Harrison Harvey Branzburg, LLP  
1835 Market Street, 14<sup>th</sup> Floor  
Philadelphia, PA 19103  
(215) 569-2700

*Attorneys for Plaintiff Mack Sane  
and the Class*

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**CLASS COUNSEL'S MEMORANDUM RE MOTION TO APPROVE: 1) ATTORNEY'S FEES; 2) REIMBURSEMENT OF OUT-OF-POCKET COSTS; AND 3) THE FORMULA FOR DISTRIBUTION TO CLASS MEMBERS**

Class Counsel submits this memorandum of law in support of their Motion to Approve: 1) Attorney's Fees; 2) Reimbursement of Out-Of-Pocket Costs; and 3) The Formula for Distribution to Class Members.

**Statement of Background Facts**

Defendant owned and operated a facility which manufactured and sold rayon products. The Defendant's facility was located in Hamblen County, Tennessee (the "Facility"). Defendant has agreed that the Plaintiffs and other similarly situated former employees worked at and were terminated from the Facility. Beginning on September 26, 2005, the Defendant terminated most of its employees.

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Dated: February 17, 2011

KLEHR HARRISON HARVEY  
BRANZBURG, LLP

/s/ Charles A. Ercole

Richard M. Beck

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919 North Market Street, Suite 1000

Wilmington, DE 19801

/s/ John A. Walker, Jr.

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507 South Gay Street, Suite 1200 - P.O. Box 2774

Knoxville, TN 37901



**File a Motion:**2:06-ap-05049 Sane v. Liberty Fibers Corporation

Type: ap                                      Office: 2 (Greeneville)      Judge: mpp  
Lead Case: 2-05-bk-                      Case Flag: NTCAPR  
53874

**United States Bankruptcy Court****Eastern District of Tennessee**

## Notice of Electronic Filing

The following transaction was received from John A. Walker entered on 2/17/2011 at 2:14 PM EDT and filed on 2/17/2011

**Case Name:**                      Sane v. Liberty Fibers Corporation

**Case Number:**                  2:06-ap-05049

**Document Number:** 72

**Docket Text:**

Miscellaneous Motion to Approve Fees, Disbursements, and Distribution Filed by John A. Walker Jr. on behalf of Plaintiff Mack Sane (Attachments: # (1) Certificate of Service# (2) Affidavit in Support of Motion# (3) Notice of Hearing # (4) Proposed Order re Fees and Disbursements) (Walker, John)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**C:\fakepath\Motion as filed 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011]

[FileNumber=11562771-

0]

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**Document description:**Certificate of Service

**Original filename:**C:\fakepath\Certificate of Service 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011]

[FileNumber=11562771-

1]

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**Document description:**Affidavit in Support of Motion

**Original filename:**C:\fakepath\CAEDecFINAL 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011]

[FileNumber=11562771-

2]

[1a9c11f99ee7fb78bff135b2abcb9bdd290330f234427cca86c8ad41be88591c332d8864022048cad92d72e3bdf31dbeed7ed51593dc109e96d95fbe74746dc4]]

**Document description:**Notice of Hearing

**Original filename:**C:\fakepath\NoticeofHearing 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011]

[FileNumber=11562771-

3]

[918a6be33b4dff0a5dc64ae6a12686e6a7dc96d5f2b978c4ceb45484bc636172608338087eb8a5cfbd9b4e591673d14de734a31ec4007b475b2533ffe1402ca6]]

**Document description:**Proposed Order re Fees and Disbursements

**Original filename:**C:\fakepath\Order re Fees 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011]

[FileNumber=11562771-

4]

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**Notice will be electronically mailed to:**

Maurice K. Guinn on behalf of Trustee Maurice K. Guinn, Trustee  
mkg@tennlaw.com

Tyler C. Huskey on behalf of Defendant Liberty Fibers Corporation  
tch@tennlaw.com, dbt@tennlaw.com;cdm@tennlaw.com

Steven K. Kortanek on behalf of Plaintiff Mack Sane

skortanek@wcsr.com

John A. Walker on behalf of Interested Party WARN Act Claimants  
jwalkerjr@aol.com

**Notice will not be electronically mailed to:**

Maurice K. Guinn, Trustee  
P.O. Box 1990  
Knoxville, TN 37901-1990

Christopher A. Ward on behalf of Interested Party WARN Act Claimants  
919 N Market Street, Suite 1000  
Wilmington, DE 19801

**Miscellaneous:**2:06-ap-05049 Sane v. Liberty Fibers Corporation

Type: ap                      Office: 2 (Greeneville)    Judge: mpp  
Lead Case: 2-05-bk-        Case Flag: NTCAPR  
53874

**United States Bankruptcy Court****Eastern District of Tennessee**

## Notice of Electronic Filing

The following transaction was received from John A. Walker entered on 2/17/2011 at 2:21 PM EDT and filed on 2/17/2011

**Case Name:**                Sane v. Liberty Fibers Corporation

**Case Number:**        2:06-ap-05049

**Document Number:** 73

**Docket Text:**

Brief/Memorandum Filed by John A. Walker Jr. on behalf of Plaintiff Mack Sane (RE: related document(s)[72] Miscellaneous Motion to Approve Fees, Disbursements, and Distribution). (Walker, John)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**C:\fakepath\Memo re Motion to Approve Reimbursement 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011]

[FileNumber=11562878-

0]

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mkg@tennlaw.com

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tch@tennlaw.com, dbt@tennlaw.com;cdm@tennlaw.com

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jwalkerjr@aol.com

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919 N Market Street, Suite 1000  
Wilmington, DE 19801

Subj: **2:06-ap-05049 Sane v. Liberty Fibers Corporation Miscellaneous Motion Ch.**  
 Date: 2/17/2011 2:16:51 PM Eastern Standard Time  
 From: [ECFMail@tneb.uscourts.gov](mailto:ECFMail@tneb.uscourts.gov)  
 To: [CourtMail@tneb.uscourts.gov](mailto:CourtMail@tneb.uscourts.gov)

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**United States Bankruptcy Court**

**Eastern District of Tennessee**

Notice of Electronic Filing

The following transaction was received from John A. Walker entered on 2/17/2011 at 2:14 PM EDT and filed on 2/17/2011

**Case Name:** Sane v. Liberty Fibers Corporation

**Case Number:** 2:06-ap-05049

**Document Number:** 72

**Docket Text:**

Miscellaneous Motion to Approve Fees, Disbursements, and Distribution Filed by John A. Walker Jr. on behalf of Plaintiff Mack Sane (Attachments: # (1) Certificate of Service# (2) Affidavit in Support of Motion# (3) Notice of Hearing # (4) Proposed Order re Fees and Disbursements) (Walker, John)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**C:\fakepath\Motion as filed 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011] [FileNumber=11562771-0] [9abbe4b2b1de2d3bfaba11bbb7a981827da73b2265dfcc688efecfe46cdc8617f58272d25d2bf57983b934762d299f8cadfe0afab70759f9d106cac0e12cbc72]]

**Document description:**Certificate of Service

**Original filename:**C:\fakepath\Certificate of Service 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011] [FileNumber=11562771-1] [408cabe53e28953d732412ac1a5121ea1a984b31110b7b21e685f732e24fdd6de4

c36a6dc0a458101e7f89e6e0026038f7161308204e9a623921ebc6d657a5d8]]

**Document description:**Affidavit in Support of Motion

**Original filename:**C:\fakepath\CAEDecFINAL 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011] [FileNumber=11562771-2] [1a9c11f99ee7fb78bff135b2abcb9bdd290330f234427cca86c8ad41be88591c332d8864022048cad92d72e3bdf31dbeed7ed51593dc109e96d95f74746dc4]]

**Document description:**Notice of Hearing

**Original filename:**C:\fakepath\NoticeofHearing 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011] [FileNumber=11562771-3] [918a6be33b4dff0a5dc64ae6a12686e6a7dc96d5f2b978c4ceb45484bc636172608338087eb8a5cfbd9b4e591673d14de734a31ec4007b475b2533ffe1402ca6]]

**Document description:**Proposed Order re Fees and Disbursements

**Original filename:**C:\fakepath\Order re Fees 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011] [FileNumber=11562771-4] [69a159f01d2c3ab0b06c2bff0581acb3c299f639b75696062db59b690d75181a56d86d6d0686a056a5c2c188d29b2206303fcb70baf64d6e875424126b6e03bd]]

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919 N Market Street, Suite 1000  
Wilmington, DE 19801

Subj: **2:06-ap-05049 Sane v. Liberty Fibers Corporation Brief/Memorandum Ch.**  
 Date: 2/17/2011 2:22:28 PM Eastern Standard Time  
 From: [ECFMail@tneb.uscourts.gov](mailto:ECFMail@tneb.uscourts.gov)  
 To: [CourtMail@tneb.uscourts.gov](mailto:CourtMail@tneb.uscourts.gov)

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**United States Bankruptcy Court**

**Eastern District of Tennessee**

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The following transaction was received from John A. Walker entered on 2/17/2011 at 2:21 PM EDT and filed on 2/17/2011

**Case Name:** Sane v. Liberty Fibers Corporation

**Case Number:** 2:06-ap-05049

**Document Number:** 73

**Docket Text:**

Brief/Memorandum Filed by John A. Walker Jr. on behalf of Plaintiff Mack Sane (RE: related document(s) [72] Miscellaneous Motion to Approve Fees, Disbursements, and Distribution). (Walker, John)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**C:\fakepath\Memo re MotiontoApproveReimbursement 2-17-11.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1046181277 [Date=2/17/2011] [FileNumber=11562878-0] [0d1f20727c345bde4375efaa311770c2550900db4cd552fe367f4d50f075316c58c63f1c87ac22d310f4e7d3881dcb964fc053bc7d9bf738c8fe4abac6b8a0ae]]

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