

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)
EDISON MISSION ENERGY, et al.,)
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)
Debtor(s))

BK No.: 12-49219, et al.
Chapter: 11

**ORDER AUTHORIZING EMPLOYMENT
AND RETENTION OF GCG, INC. AS NOTICE,
CLAIMS, AND SOLICITATION AGENT FOR DEBTORS**

Upon the application (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing them to (i) employ GCG as the notice, claims, and solicitation agent for the Debtors, (ii) to prepare a consolidated list of creditors in the format or formats currently maintained in the ordinary course of business in lieu of submitting any required Mailing Matrix (defined below), (iii) to mail, with the assistance of GCG, Inc. ("GCG"), the initial notices and all subsequent notices to all creditors listed in the Mailing Matrix, and (iv) to file a single, consolidated list of their combined thirty largest unsecured creditors, all as more fully set forth in the Application; pursuant to 28 U.S.C. § 156(c); upon consideration of the Gottlieb Declaration and the First Day Declaration; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Application and the opportunity for a hearing on the Application under the circumstances; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.
2. In lieu of submitting a Mailing Matrix, the Debtors shall make available a single, consolidated list of all of the Debtors' creditors in electronic form to any entity who so requests and in non-electronic form at such requesting entity's sole cost and expense.
3. The Debtors are authorized to employ and retain GCG as their notice, claims, and solicitation agent in accordance with the terms and conditions set forth in the Application and the Services Agreement.
4. The Debtors and/or GCG are authorized to mail directly to the parties on such Mailing Matrix initial notices, including notice of filing of the bankruptcy cases.

5. The Debtors and/or GCG are authorized to mail directly to parties in interest various additional notices, motions and order in these chapter 11 cases.

6. The Debtors and/or GCG are authorized to undertake all subsequent mailings directed by the Court or the United States Trustee, or required by the Bankruptcy Code, the Bankruptcy Rules or the Local Rules.

7. The mailings authorized above satisfy the requirements of Bankruptcy Rule 2002.

8. GCG is also authorized to provide noticing and claims processing services as set forth in the Application and the Services Agreement.

9. In addition to the services set forth in the Application and the Services Agreement, GCG is authorized to provide other noticing, claims processing, solicitation, and administrative services as the Debtors and Clerk of the Court may request from time to time.

10. GCG is appointed as agent for the office of the Clerk of this Court (the "Clerk's Office") and, as such, is designated as the authorized repository for all proofs of claims filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct.

11. If these cases convert to cases under chapter 7 of the Bankruptcy Code, GCG will continue to be paid for its services until the claims filed in the chapter 11 cases have been completely processed, at which time GCG will cooperate with the Clerk's Office to turn over any reasonably requested materials to the Clerk's Office or a new claims agent; if claims agent representation is necessary in the converted chapter 7 cases, GCG will continue to be paid in accordance with section 156(c) of title 28 of the United States Code under the terms set out in the Services Agreement and this Order.

12. Without further order of the Court, the Debtors are authorized to compensate GCG in accordance with the terms and conditions of the Services Agreement, upon GCG's submission to the Debtors of invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith and without the necessity for GCG to file an application for compensation or reimbursement with the Court.

13. The Debtors shall not be authorized to terminate GCG's services, nor shall GCG withdraw from the engagement, absent further court order (which may be sought by GCG on expedited notice by filing a request with the Court with notice of such request to be provided by overnight or facsimile delivery to the Debtors, the Office of United States Trustee and counsel to any official committee of creditors appointed in these cases); provided, however, that GCG shall be compensated in accordance with the terms of the Services Agreement and this Order; provided further, that the foregoing does not obligate a successor trustee to utilize GCG's services.

14. The indemnification provisions in Section 7 of the Services Agreement are approved, subject to the following clarifications:

a. GCG shall not be entitled to indemnification, contribution, or reimbursement for services other than the services to be provided under the Services Agreement, the Application, and this Order, unless such additional services and the indemnification, contribution, or reimbursement therefore are approved by the Court;

b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense that is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from GCG's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of GCG's contractual obligations under the Services Agreement unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by the Application and Order; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, GCG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, GCG must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment related to indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify GCG.

15. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of GCG incurred pursuant to the Services Agreement are to be treated as an administrative expense of the Debtors' estates.

16. GCG may apply the retainer first against all pre-petition fees and expenses and then against the last invoice for fees and expenses that GCG will incur in these chapter 11 cases.

17. Except as ordered by the Court pursuant to section 107(b) of the Bankruptcy Code, all papers, dockets, or other material filed in this case with GCG shall be deemed public records open to examination by any entity at reasonable times without charge. GCG may charge a fee for copying requested material, but the fee shall not exceed that charged pursuant to the Bankruptcy Court Fee Schedule issued by the Judicial Conference of the United States in accordance with section 1930(b) of title 28 of the United States Code.

18. The Debtors may file a single, consolidated list of their combined thirty (30) largest non-insider unsecured creditors in compliance with Bankruptcy Rule 1007(d) in these chapter 11 cases.

19. The Debtors and GCG are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

20. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Enter:

Jacqueline P. Cox

J.P.C.

United States Bankruptcy Judge

Dated: **DEC 18 2012**

Prepared by:

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
Sarah Hiltz Seewer
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

- and -

Joshua A. Sussberg
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Proposed Counsel to the Debtors
and Debtors in Possession
Other than Camino Energy Company

- and -

David A. Agay
Joshua Gadharf
MCDONALD HOPKINS LLC
300 North LaSalle
Suite 2100
Chicago, Illinois 60654
Telephone: (312) 280-0111
Facsimile: (312) 280-8232

Proposed Counsel to Debtor Camino Energy Company
and Conflicts Counsel to the other Debtors
and Debtors in Possession