

**Fill in this information to identify the case:**

Debtor name **Great Southern Galvanizing, LLC**

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF LOUISIANA**

Case number (if known): \_\_\_\_\_

Check if this is an amended filing

**Official Form 204**

**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders** 12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Advantous Attn: Jimmy Leonard 9270 Siegen Lane, Suite 801 Baton Rouge, LA 70810						\$12,268.80
AZZ, Inc. One Museum Place, Ste 500 3100 West 7th Street Fort Worth, TX 76107		2013 Settlement Agreement, subordinated to Iberia Bank				\$3,162,820.71
Blue Cross Blue Shield of LA P.O. Box 650007 Dallas, TX 75265-0007						\$23,563.54
Breechen Pipe & Steel Attn: Susan DeNova P. O. 4134 Baton Rouge, LA 70821-4134						\$12,980.00
Coal City COB Co., Inc. Attn: Holley Calhoun Dept 8112, P. O. Box 650002 Dallas, TX 75265						\$32,433.47

Debtor **Great Southern Galvanizing, LLC**  
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Deep South Equipment Co. Attn: Nona Entwistle P. O. Box 415000 Nashville, TN 37241-5000						\$26,804.33
Deshazo Attn: Emile Fournet P. O. Box 11407 Birmingham, AL 35246-1457						\$15,269.18
Drago Supply Attn: Timi Smith P.O. Box 849737 Dallas, TX 75284-9737						\$30,245.70
Glencore Ltd. Attn: Ryan Bohling						\$386,599.76
HYG Financial Services, Inc. Attn: Kay P. O. Box 14545 Des Moines, IA 50306-3545						\$90,401.82
James Grady Phillips 19550 Salvant Road Zachary, LA 70791		multiple unsecured notes, subordinated to Iberai Bank.				\$812,000.00
Lard Oil Attn: Bobbi Triche P. O. Box 919403 Dallas, TX 75391-9403						\$39,139.50
Mid Louisiana Gas Transmission, LLC Attn: Sandra Flower 2103 City West Blvd., Bldg #4, Suite 800 Houston, TX 77042						\$55,891.31
Parish of East Baton Rouge P. O. Box 2590 Baton Rouge, LA 70821-2590						\$80,733.33
Penske Truck Leasing Co. Attn: Todd Englehart						\$33,743.89

Debtor **Great Southern Galvanizing, LLC**  
Name \_\_\_\_\_

Case number (if known) \_\_\_\_\_

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Postlethwaite & Netterville Attn: Randy 8550 United Plaza Blvd., Ste. 1001 Baton Rouge, LA 70809						<b>\$27,100.00</b>
Sochem Solutions Attn: Thad Woodward P. O. Box 1912 Gonzales, LA 70707						<b>\$19,398.18</b>
Taylor, Porter, Brooks & Phillips Attn: Ashley Moore P. O. Box 2471 Baton Rouge, LA 70821-2471						<b>\$169,187.32</b>
TM Deer Park Attn: Joe LaQuell P. O. Box 169 Texas City, TX 77592						<b>\$48,107.16</b>
Total Tire Solutions Attn: Lynn Wiggins 8056 S. Choctaw Drive Baton Rouge, LA 70815						<b>\$20,731.95</b>

United States Bankruptcy Court Middle District of Louisiana

In re Great Southern Galvanizing, LLC

Debtor(s)

Case No.

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

Table with 3 rows: For legal services, I have agreed to accept \$ 100,000.00; Prior to the filing of this statement I have received \$ 100,000.00; Balance Due \$ 0.00

2. \$ 0.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

Debtor Other (specify):

4. The source of compensation to be paid to me is:

Debtor Other (specify):

5. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached (as is set forth below).

- 6. In return for the above-disclosed fee, I have agreed to render legal service for and in the bankruptcy case, including: a. Analysis of the debtor's financial situation... b. Preparation and filing of any petition... c. Representation of the debtor at the meeting(s) of creditors... d. Other provisions as needed.

7. By agreement with the debtor(s), a copy of which is either set forth herein or attached hereto, the above-disclosed fee does not include the following services, for which, if I am to be retained, the debtor will be charged and will have to agree to pay fees and reimbursement of expenses as follows:

See attached engagement letter.

CERTIFICATION OF ATTORNEY

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

March 13, 2018

Date

/s/ Paul Douglas Stewart, Jr.

Paul Douglas Stewart, Jr.

Signature of Attorney

Stewart Robbins & Brown, LLC

301 Main Street, Suite 1640

Post Office Box 2348

Baton Rouge, LA 70821

(225) 231-9998 Fax: (225) 709-9467

Name of Law Firm

SEE NEXT PAGE FOR CERTIFICATION OF DEBTOR(S)

In re Great Southern Galvanizing, LLC Debtor(s) Case No. \_\_\_\_\_

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR**  
(Continuation Sheet)

CERTIFICATION OF DEBTOR(S)

[if applicable, i.e. services limited and agreement is contained in disclosure as opposed to being separately attached].

I certify that the above agreement with my attorney has been explained to me by my attorney and accurately reflects the services that my attorney has agreed to provide for the fees paid or promised as stated in this disclosure. Further, I agree that the description of those services that will not be provided by my attorney for the fees paid or promised in the disclosure is accurate and that I understand that if any of these excluded services become necessary, my attorney is under no duty to represent me unless I make further arrangements, as set forth by my attorney above, for the attorney to act on my behalf.

**March 13, 2018**  
\_\_\_\_\_  
Date

**/s/ Linda Phillips**  
\_\_\_\_\_  
**Linda Phillips**  
Signature of Debtor

# Stewart | Robbins | Brown

Attorneys at Law

Paul Douglas Stewart, Jr  
Member

February 11, 2018

Mr. Grady Phillips  
Great Southern Galvanizing, LLC  
d/b/a Great States Galvanizing  
19550 Salvant Road  
Zachary, Louisiana 70791-6736

RE: STEWART ROBBINS & BROWN, LLC  
Engagement for Legal Services

Dear Grady:

We appreciate the opportunity to represent Great Southern Galvanizing, LLC d/b/a Great States Galvanizing (“you”) with regard to a Chapter 11 bankruptcy. It is our practice whenever we undertake new representation to describe the scope and terms of our engagement in a letter such as this one.

## **I. Scope of Representation:**

You should have a clear understanding of the legal services we will provide. Any questions you have should be dealt with promptly. We will represent you with the attempted work-out of your current liquidity crisis, and, if necessary, the preparation and representation within a Chapter 11 bankruptcy case to be filed in the United States Bankruptcy Court.

Our actions on your behalf will at all times be to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

The person or entity we represent is the person or entity identified in our engagement letter, Great Southern Galvanizing, LLC d/b/a Great States Galvanizing, and does not include any affiliates of such person or entity (for example, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of any corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association) unless an engagement agreement is executed with them as well. Thus, for conflict-of-interest purposes, we may represent another client in another matter with interests adverse to any such affiliate without obtaining your consent.

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d/b/a Great States Galvanizing  
February 11, 2018  
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Upon our completion of any services that you have retained us to perform, the attorney-client relationship will be considered terminated without need of a completion or termination letter. This will be the case whether or not we continue to send you announcements, newsletters or other general information. If you later retain us to perform further or additional services, our attorney-client relationship will be renewed subject to these terms of engagement, as they may be supplemented at that time.

## **II. Who Will Provide the Legal Services:**

Customarily, each client of the firm is served by a particular attorney. Nonetheless, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area for the purpose of providing services on the most efficient and timely basis. When practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters. It is expected that in your case, myself, as well as other attorneys and various paralegals, will perform the majority of services.

## **III. Our Fees, Additional Charges:**

Unless otherwise agreed, our fees are determined on the basis of the time spent by the individual attorneys and legal assistants assigned to provide services on your behalf at their standard hourly rates. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by the firm from time to time. Currently, our standard hourly rates range from \$300.00 to \$390.00 for attorneys and \$100.00 for legal assistants, depending upon experience and other like factors. Unless otherwise agreed, time spent on a matter is reflected on our invoices as our best estimate of time spent described in 15-minute increments, unless required by Local Rules of the court[s] in which a matter is pending.

Expenses related to providing services are included in our invoices as disbursements advanced by us on your behalf and are charged at our cost. Such expenses include photocopying charges, travel expenses, telecopies, filing and recording fees, long distance telephone calls, postage, express mail, computerized legal research charges, computerized litigation database charges, storage of litigation data and other out-of-pocket expenses. Our costs for standard-sized black-and-white photocopies or prints is \$0.20 per page and for standard-sized color photocopies or prints are \$0.50 per page. Our cost for litigation data storage is passed along from our ediscovery vendor and is currently \$80.00 per gigabyte of stored data in review per month. We do not charge for data stored on our server. When possible, we will ask vendors to bill you directly for costs rather than advancing those costs on your behalf.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. We may furnish such an estimate based upon our professional

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d/b/a Great States Galvanizing  
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judgment, but always with the understanding that it is not a maximum or fixed-fee quotation. The ultimate fees and costs may be more or less than the amounts estimated.

#### **IV. Billing Arrangements and Terms of Payment:**

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payments promptly upon receipt of our invoice. Unpaid fees and disbursements will accrue interest at the maximum rate permitted by state law (noncompounded), but not exceeding 1% per month, beginning thirty days after the date of the invoice reflecting such fees or costs.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorneys' fee. We also reserve the right to ask you for security if your invoices are overdue or for any other reason.

#### **V. Retainer and Trust Deposits:**

You agree to deposit a \$100,000.00 retainer with the firm in order to secure our fees and expenses. This retainer must be paid directly by Great Southern Galvanizing, LLC d/b/a Great States Galvanizing, not another person or entity. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, either during or at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

Deposits that are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time off the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By court rule in each jurisdiction in which the firm has an office, your deposit will be placed in a pooled account if it is not expected to earn a new return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. By court rule in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. To the extent permitted by law, interest earned on the segregated trust account will be added to the deposit for your benefit and will be included in your taxable income.



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d/b/a Great States Galvanizing  
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Please note, by providing a retainer, you are granting this Firm a security interest in the retainer funds to secure payment of any fees and expenses incurred during the term of the Firm's representation of you. Your signature below shall act as acknowledgement of, and agreement to, such lien.

#### **VI. Termination:**

You may terminate our representation at any time, with or without cause, by notifying us. If we do not perform any legal services for you on a matter for more than one year, we may in our discretion consider the matter to be closed.

The termination of our services (whether by you or by us) will not affect your responsibility to pay for legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the codes of professional responsibility for the jurisdiction in which we practice, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we will give the client written notice of our withdrawal.

#### **VII. Retention and Destruction of Files:**

Like many businesses these days, we use email extensively to communicate with our clients and others. In general, we will forward you copies of any emails we send or receive that relate to your case; you should retain those emails in your files since, although our policy is to retain emails for at least three (3) years as mentioned below, we cannot guarantee that all emails will in fact be available and accessible if needed later.

We will communicate with you at [grady@gsgalv.com](mailto:grady@gsgalv.com). We also will communicate with other contacts with Debtor at the email addresses they furnish to us. Please be reminded that you and others with Debtor should only provide us with email addresses that only you and they can access in order to maintain the attorney-client privilege and confidentiality of our communications with you.

At the conclusion of this matter, we will retain your paper legal files for a period of three (3) years after we close our file. At the expiration of the 3 year period, we will destroy the paper copies of those files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving,

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copying and delivering such files. We also will retain electronic copies of your files which are in that format, including emails, for at least three (3) years after the engagement terminates.

**VIII. Additional Damages Requested in Litigation:**

Papers we file may request that you be awarded additional damages (such attorneys' fees, treble damages, punitive damages, and/or prejudgment interest) as part of your claim. These types of damages are often denied. Therefore, unless we expressly advise you otherwise, you should not assume that any such recovery will be forthcoming or that those items realistically will be part of any settlement negotiation. Thus, in any settlement or favorable court judgment, you may have to bear your own attorney's fees and costs and may not receive interest on amounts due you up to the date of judgment.

**IX. Conflicts of Interest:**

Client is aware that the firm may now represent, or has previously represented, clients with interests that may be adverse to clients. In connection with requests for conflict waivers, the firm will provide client with information which will not cause the firm to be in breach of any confidentiality agreement or to violate any attorney-client privilege for (i) any party that the firm is representing whose interests may be adverse to client's, including the nature of the representation; (ii) any party that the firm previously represented whose interests may have been adverse to client's, including the nature of the representation; and (iii) past or current representation of businesses that are competitors, even if the firm's representation is or was not in any way adverse to client's. Client will promptly determine, in its sole discretion, whether it can grant a waiver to any conflict that arises from any of those representations. We are currently not aware of any such conflict of interest.

**X. Independent Review:**

Client may wish to, and is urged to, have an independent law firm review this engagement agreement on your behalf.

We hope that this letter adequately summarizes the terms of our engagement, the fee arrangement, and the scope of our representation of you. We have not made and do not make any warranties or representations concerning the success of our efforts nor can we predict a favorable outcome as to the matters undertaken. Nonetheless, we are hopeful that our services will prove to be economically beneficial to you. Termination either by you or by this firm will not affect any obligation to pay for legal services rendered and to reimburse for costs incurred through the effective date of termination.

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d/b/a Great States Galvanizing  
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We certainly look forward to representing you. If you have any questions regarding any of the terms of our representation, please feel free to contact me at your convenience.

With warmest regards, I am

Very truly yours,

  
Paul Douglas Stewart, Jr.

**ACKNOWLEDGMENT**

I, Mr. Grady Phillips, the duly authorized Manager of Great Southern Galvanizing, LLC d/b/a Great States Galvanizing, confirm that I have read the above and foregoing, and as the duly authorized representative of said company, do hereby agree to the retention of Paul Douglas Stewart, Jr. and the law firm of Stewart Robbins & Brown LLC, under the terms and conditions set forth above.

DATED: \_\_\_\_\_

Great Southern Galvanizing, LLC  
d/b/a Great States Galvanizing

  
By: Grady Phillips, Manager

**United States Bankruptcy Court  
Middle District of Louisiana**

In re Great Southern Galvanizing, LLC

Debtor(s)

Case No.

Chapter 11

**CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for Great Southern Galvanizing, LLC in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

None [*Check if applicable*]

**March 13, 2018**

Date

**/s/ Paul Douglas Stewart, Jr.**

**Paul Douglas Stewart, Jr.**

Signature of Attorney or Litigant

Counsel for Great Southern Galvanizing, LLC

**Stewart Robbins & Brown, LLC**

**301 Main Street, Suite 1640**

**Post Office Box 2348**

**Baton Rouge, LA 70821**

**(225) 231-9998 Fax:(225) 709-9467**