

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:) BK No.: 15-15249
)
GULF PACKAGING, INC.,) Chapter: 11
) Honorable Pamela S. Hollis
)
)
Debtor(s))

**INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO PAY
CERTAIN PREPETITION (A) WAGES, SALARIES, COMMISSIONS AND OTHER
COMPENSATION, (B) REIMBURSABLE EMPLOYEE EXPENSES, AND (C) OBLIGATIONS
RELATING TO BENEFITS PROGRAMS, IN THE
ALTERNATIVE (II) AUTHORIZING THE DEBTOR TO PAY CERTAIN PREPETITION
CLAIMS FOR COMPENSATION AND COMMISSIONS RELATED TO AFFILIATE
EMPLOYEES AND ADP AS CRITICAL VENDORS, (III) GRANTING RELATED RELIEF,
AND (III) SCHEDULING A FINAL HEARING**

Upon the Motion (I) for Interim and Final Orders (A) Authorizing the Debtor to Pay Certain Prepetition (1) Wages, Salaries, and other Compensation, (2) Reimbursable Employee Expenses, and (3) Obligations Relating to Benefits Programs, in the Alternative (II) Authorizing the Debtor to Pay Certain Prepetition Claims for Compensation and Commissions related to Affiliate Employees and ADP as Critical Vendors, (C) Granting Related Relief, and (II) Scheduling a Final Hearing (the "Motion"), filed by Gulf Packaging, Inc., the above-captioned debtor and debtor in possession (the "Debtor"); and the Court having jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that due and sufficient notice of the Motion has been provided by the Debtor under the circumstances and that no other or further notice is required; and upon the hearing on the Motion conducted on May 5, 2015 and the record made thereat; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. A final hearing (the "Final Hearing") on the Motion shall take place on May 26, 2015, at 10:00 a.m., prevailing Central Time. Objections, if any, to the relief requested in the Motion and entry of the Final Order shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, and served on the following parties, such as to be actually received no later than May 19, 2015: (i) Gray Reed & McGraw, P.C., 1601 Elm Street, Suite 4600, Dallas, Texas 75201, Attn: Jason S. Brookner and FrankGecker LLP, 325 N. LaSalle Street, Suite 625, Chicago, Illinois, 60654, Attention: Joseph D. Frank, Counsel to the Debtor; (ii) Goldberg Kohn Ltd., 55 East Monroe Street, Suite 3300, Chicago Illinois 60603, Attention Dimitri G. Karcazes, Counsel to FCC; (iii) the Office of the United States Trustee for the Northern District of Illinois, 219 S. Dearborn Street, Room 873, Chicago, Illinois 60604; (iv) counsel to any statutory committee appointed in this chapter 11 case; and (v) any party that has filed a notice of appearance and request for service of pleadings in this case. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.
3. The Debtor is authorized, but not directed, in Debtor's business judgment and in the ordinary course of business, to make any of the payments for prepetition Personnel Compensation and Benefits

for any employees of the Debtor, Affiliate Employees or ADP Employees as of the Petition Date up to a maximum of \$12,475.00 per individual, absent further order of this Court.

4. The Debtor is authorized, but not directed, in the Debtor's business judgment and in the ordinary course of business, to pay any Reimbursable Expenses and the de minimus Obligations as long as the gross amount received by any individual does not exceed the sum of \$12,475.00, absent further order of this Court.

5. The Debtor is authorized, but not directed, to issue postpetition checks, or to effect postpetition wire transfer requests, in replacement of any checks or wire transfer requests in respect of payments of prepetition obligations described in the Motion that are dishonored or rejected.

6. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtor; (b) a waiver of the Debtor's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Debtor's rights under the Bankruptcy Code or any other applicable law.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtor's designation of any particular check or electronic payment request as approved by this Interim Order.

8. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this chapter 11 case with respect to prepetition amounts owed in connection with any Personnel Compensation and Benefits.

9. Notwithstanding anything to the contrary contained herein, the relief granted in this Interim Order and any payment to be made hereunder shall be subject to the terms of any orders granting the use of cash collateral approved by this Court in this chapter 11 case (including with respect to any budgets governing or relating to such use) and to the extent there is any inconsistency between the terms of such cash collateral orders and any action taken or proposed to be taken hereunder, the terms of such cash collateral orders shall control.

10. Nothing in the Motion nor any payments made by the Debtor pursuant to this Interim Order shall be deemed an assumption, adoption, or rejection of any employee contract or agreement, including employee benefit plans or any other program or contract that otherwise affects the Debtor's rights under section 365 of the Bankruptcy Code.

11. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

14. Notwithstanding Local Rule 5005-3(D), the Debtor is authorized to file the Motion in an amount exceeding 15 pages without filing a separate motion for relief.

15. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

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