

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
	:	
RC SOONER HOLDINGS, LLC, <i>et al.</i> ,	:	Case No. 10-10528 (BLS)
	:	
Debtors.	:	(Jointly Administered)
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	:	
RC SOONER HOLDINGS, LLC, <i>et al.</i> and	:	
OLD SOUTH APARTMENTS, LLC,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	Adv. Pro. No. 10-50723 (BLS)
	:	
REMYCO., INC., <i>et al.</i> ,	:	
	:	
Defendants.	:	

DECLARATION OF MARK B. SHEPPARD

Mark B. Sheppard, being of full legal age, hereby declares, certifies, verifies, and states under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I am a partner in the law firm of Montgomery, McCracken, Walker & Rhoads, LLP (“MMWR”), and have been admitted *pro hac vice* in this case
2. I am submitting this declaration in support of MMWR’s Motion for Leave to Withdraw Its Appearances as Counsel for the Remy Entities Pursuant to Del. Bankr. L.R. 9010-2(b) (“Motion for Leave to Withdraw”) and Rule 1.16 of the Delaware Rules of Professional Conduct.

3. In or about mid April 2010, The Remy Entities engaged MMWR to represent them in this bankruptcy case, as well as in the Adversary Proceeding No. 10-50723 (“Adversary Proceeding”).

4. At the time that the Remy Entities engaged MMWR to represent them in the bankruptcy case and the Adversary Proceeding, they agreed to pay MMWR for the time expended by its lawyers and other professional personnel at the standard hourly rates in existence from time to time and regularly charged to clients of the firm. The Remy Entities further agreed to pay MMWR all reasonable expenses and out-of-pocket expenses incurred by MMWR during the course of the representation, including, for example, charges for photocopying, postage and other expenses

5. The Remy Entities agreed to provide two separate retainers to MMWR, one for the pre-litigation period (which was paid), and, if no settlement was reached, a second retainer was also to be paid to MMWR. Only, the initial retainer was paid.

6. The Remy Entities made repeated promises that they would promptly pay to MMWR the second retainer. In express reliance thereon, MMWR continued to diligently and conscientiously represent the Remy Entities. Indeed, the fees incurred for the work performed and the expenses incurred to date are far in excess of the aggregate retainer amount promised by the Remy Entities.

7. MMWR has provided the Remy Entities with continual reminders regarding the amount due under the retainers, and continual warnings about MMWR’s need to withdraw its appearances on their behalf in the event that they failed to pay the second retainer and compensate MMWR for work already completed.

8. Because the Remy Entities have made numerous promises to pay the retainer, yet have failed or refused to do so, your affiant believes that the Remy Entities have no intention and/or current ability to pay balance of the retainer or fees incurred in excess of the retainer amounts.

9. In addition to their failure to comply with the fee agreement, the Remy Entities have failed to provide MMWR with the information and documents necessary to adequately represent their interests. MMWR has also communicated with the Remy Entities the need to respond to various outstanding discovery requests and motions filed in this and the bankruptcy matter. Although commitments have been made to provide such information and documents, no such information and further documents have been received.

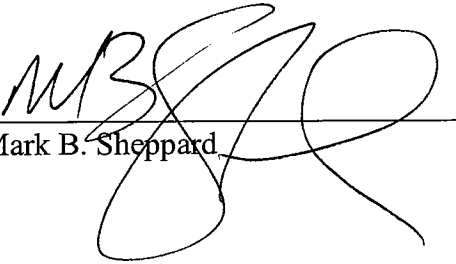
10. MMWR believes withdrawal of counsel here is necessary because the Remy Entities have failed substantially to fulfill crucial obligations to MMWR and have been given reasonable warnings that MMWR will withdraw unless such obligations are fulfilled. Indeed, payment of the agreed retainer was a condition precedent to MMWR's agreement to accept representation of the Remy Entities.

11. Further, withdrawal should be allowed because permitting withdrawal will not unduly delay the resolution of the case or materially prejudice the client as MMWR has already filed a dispositive Motion and discovery is at the earliest possible stage.

Pursuant to 28 U.S.C §1746, I declare that I am authorized to make this Declaration under penalty of perjury and that the foregoing is true and correct to my knowledge and belief.

**MONTGOMERY, MCCrackEN,
WALKER & RHOADS, LLP**

Dated: May 18, 2010


Mark B. Sheppard