

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11
 :
 EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)
 :
 Reorganized Debtor.¹ :
 :
 ----- x Related Docket Nos. 2260, 2328, 3553, 3572, 3573, 3632,
 3639, 3641, 3735, 4253

**REORGANIZED DEBTOR’S OMNIBUS REPLY IN SUPPORT OF THE
 REORGANIZED DEBTOR’S OBJECTIONS TO CERTAIN INSUFFICIENT
 DOCUMENTATION AND NO LIABILITY EMPLOYEE OR RETIREE CLAIMS**

The reorganized debtor in the above-captioned case (“Exide” or the “Reorganized Debtor”), files this reply in support of the Reorganized Debtor’s Objections to Certain Insufficient Documentation and No Liability Employee or Retiree Claims (the “Disputed Claims”), and states as follows:

INTRODUCTION

1. The Reorganized Debtor filed several omnibus objections (the “Objections”) seeking to disallow Disputed Claims² filed by former employees that either contained insufficient documentation to ascertain the validity of their Claims or appeared to be protective Claims filed in the event that the Debtor terminated the Exide Technologies Retirement Plan (the “Pension Plan”). In turn, the Reorganized Debtor received responses from six Claimants: (i) James Cannon, Jr. (Claim No. 1993) (the “Cannon Claim”) [Docket No. 2328]; (ii) Roger Coddington (Claim No. 1656) (the “Coddington Claim”) [Docket No. 3632]; (iii) Willard

¹ The last four digits of the Reorganized Debtor’s taxpayer identification number are 2730. The Reorganized Debtor’s corporate headquarters are located at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Reorganized Debtors’ Eighteenth Omnibus Objection [Docket No. 3735].

Connor (Claim No. 1052) (the “Connor Claim”) [Docket No. 3641]; (iv) Francis Horn (Claim No. 1744) (the “Horn Claim”) [Docket No. 4253]; (v) Willie Jones, Jr. (Claim No. 911) (the “Jones Claim”) [Docket No. 3639]; and (vi) Melvin Pearson (Claim No. 2182) [Informal Response] (the “Pearson Claim”).³ After carefully analyzing the responses, the Reorganized Debtor has confirmed that each Claimant seeks to preserve their respective retiree benefits under the Pension Plan. As discussed below, each Disputed Claim was resolved by the Confirmation Order and Plan and is not enforceable against the Debtor or property of the Debtor. Accordingly, the Disputed Claims should be disallowed pursuant to section 502(b)(1) of the Bankruptcy Code.

ARGUMENT

2. All of the Disputed Claims have been fully resolved by the terms of paragraph BB of the Confirmation Order and Article 16.6(c) of the Plan. Under both of these provisions, neither the Chapter 11 Case nor the Plan affected the Pension Plan or the retiree benefits due thereunder. Specifically, Paragraph BB of the Confirmation order provides:

Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). Section 6.16(c) of the Plan provides that, after the Effective Date, subject to the Reorganized Debtor’s rights, if any, under applicable non-bankruptcy law, unless otherwise ordered by the Bankruptcy Court, the Reorganized Debtor shall continue to pay all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 of the Bankruptcy Code, at any time prior to Confirmation, for the duration of the period the Debtor has obligated itself to provide such benefits, thereby satisfying section 1129(a)(13) of the Bankruptcy Code.

³ The Debtor or Reorganized Debtor objected to the Disputed Claims in the following Objections: (i) Cannon Claim – Debtor’s (Non-Substantive) Eleventh Omnibus Objection [Docket No. 2260]; (ii) Coddington Claim and Connor Claim – Reorganized Debtor’s (Substantive) Sixteenth Omnibus Objection [Docket No. 3572]; (iii) Horn Claim and Pearson Claim – Reorganized Debtor’s (Non-Substantive) Fifteenth Omnibus Objection [Docket No. 3553]; and (iv) Jones Claim – Reorganized Debtor’s (Substantive) Seventeenth Omnibus Objection [Docket No. 3573]. The Reorganized Debtor also objected to the Pearson Claim in the Reorganized Debtor’s (Substantive) Eighteenth Omnibus Objection [Docket No. 3735]. In the interests of judicial economy, the Reorganized Debtor filed one reply rather than multiple replies containing substantially identical arguments.

Confirmation Order ¶ BB.

3. In addition, Article 6.16(c) of the Plan provides in relevant part:

As of the Effective Date, the Reorganized Debtor shall continue the Pension Plan in accordance with, and subject to, their terms, ERISA, and the Internal Revenue Code, and shall preserve all of their rights thereunder...

After the Effective Date, subject to the Reorganized Debtor's rights, if any, under applicable non-bankruptcy law, unless otherwise ordered by the Bankruptcy Court, the Reorganized Debtor shall continue to pay all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 of the Bankruptcy Code, at any time prior to Confirmation, for the duration of the period the Debtor has obligated itself to provide such benefits

Plan, Art. 6.16(c).

4. Under the plain language of the Confirmation Order and the Plan, all retiree benefits under the Pension Plan are treated in accordance with section 1129(a)(13) of the Bankruptcy Code. Exide has and will continue to comply with section 1129(a)(13) of the Bankruptcy Code. Thus, the underlying basis for each of the Disputed Claims is moot. Moreover, the disallowance of the Disputed Claims will not affect the rights of any Claimant, with respect to the Reorganized Debtor's compliance with section 1129(a)(3) at a later date.

5. Additionally, as previously explained in the Objections, any claim that a Claimant may have for retiree benefits under the Pension Plan is not enforceable against the Debtor or property of the Debtor under section 502(b)(1) of the Bankruptcy Code because the Pension Plan is a separate legal entity distinct from the Debtor's estate. *In re Springfield Furniture, Inc.*, 145 B. R. 520, 528 (Bankr. E.D. Va. 1992) (holding that defined benefit pension plan and trust holding assets of plan are separate and distinct legal entities and thus "the assets of the Trust (and Plan) are not assets of the [d]ebtor's bankruptcy estate."). Further, section 1132(d)(2) of ERISA

provides that “[a]ny money judgment under this subchapter against an employee benefit plan shall be enforceable only against the plan as an entity and shall not be enforceable against any other person unless liability against such person is established in his individual capacity under this subchapter.”).

6. Each Claimant asserts a claim for retiree benefits that is allegedly owed, or will be owed, by the Pension Plan. A summary of the Disputed Claims and the Reorganized Debtor’s Objections, and the status of each Claimants’ respective retiree benefits is attached hereto as Exhibit A. With respect to each of the Disputed Claims, the Pension Plan (i) has satisfied the Disputed Claim in full with a lump-sum payment, (ii) is currently making the monthly benefit payments in accordance with the terms of the Pension Plan, or (iii) has not made any retiree benefit payments because the Claimant has deferred payments until a later date. *See Declaration of Joseph Wickham in Support of Reorganized Debtor’s Omnibus Reply in Support of the Reorganized Debtor’s Objections Certain No Liability Employee or Retiree Claims*, a copy of which is attached hereto as Exhibit B.

7. One of the Claimants, Willie Jones, Jr. (“Jones”), asserts that he is entitled to receive unreduced retirement benefits in the amount of \$666.06 per month. The Debtor, Reorganized Debtor and the Pension Plan have fully investigated Jones’ Disputed Claim and determined that he was entitled to receive reduced monthly benefits in the amount of \$411.73 based on his age and vested years of service for the Debtor as of the date of his retirement. Jones has received this monthly retiree benefit continuously since his retirement 2006. As discussed above, any claim that Jones may have for additional retiree benefits under the Pension Plan is not enforceable against the Debtor or property of the Debtor. *See Springfield Furniture*, 145 B. R. at 528; *see also* 29 U.S.C. § 1132(d)(2). Moreover, the disallowance of Jones’ Disputed Claim

against the Debtor will not affect his right to pursue any remedies he may have under ERISA against the Pension Plan.

WHEREFORE, the Reorganized Debtor respectfully requests that this Court enter an order (a) granting the relief requested in the Objections disallowing and expunging the Disputed Claims; and (b) granting to the Reorganized Debtor such other and further relief as this Court may deem just and proper.

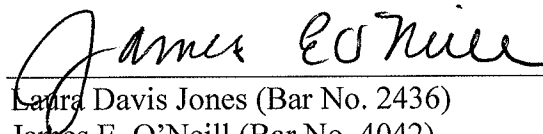
Dated: September 17, 2018

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Special Conflicts Counsel for the Reorganized Debtor

Exhibit A

Claimant	Claim No.	Claim	Omnibus Objection	Objection	Claimant's Response	Objection and Status of Pension Benefits
Cannon, Jr., James	1993	Claimant asserts an unliquidated priority claim under 11 U.S.C. § 507(a)(4) and (5).	Eleventh [Doc. 2260]	Insufficient Documentation.	Claimant asserts an entitlement to "all appropriate pension plan benefits." [Doc. 2328]	Per Paragraph BB of the Confirmation Order and Article 16.6(c) of the Plan, the Reorganized Debtor shall continue the pension and retiree benefits. No Liability exists on the Books and Records. Claimant's claim was satisfied in full by the Pension Plan. Claimant received a lump sum payment from the Pension Plan on or about December 1, 2017 in the amount of \$34,002.11
Coddington, Roger	1656	Claimant asserts a priority claim under 11 U.S.C. § 507(a)(5) in the amount of \$21,302.40.	Sixteenth [Doc. 3572]	No Liability Employee or Retiree Claim.	Claimant asserts an entitlement to a monthly benefit from the Pension Plan in the amount of \$21,302.40 or \$177.52 per month for 120 months. [Doc. 3632]	Per Paragraph BB of the Confirmation Order and Article 16.6(c) of the Plan, the Reorganized Debtor shall continue the pension and retiree benefits. No Liability exists on the Books and Records. Claimant's claim was satisfied in full by the Pension Plan. Claimant received a lump sum payment from the Pension Plan on or about December 1, 2017 in the amount of \$24,030.26
Connor, Willard	1052	Claimant asserts a secured claim for pension benefits in the estimated amount of \$33,000.	Sixteenth [Doc. 3572]	No Liability Employee or Retiree Claim.	Unknown, but it appears from the proof of claim that Claimant asserts an entitlement to a monthly benefit from the Pension Plan in the amount of \$179.91 [Doc. 3641]	Claimant deferred receiving benefits under the Pension Plan until a later date.
Horn, Francis	1744	Claimant asserts a priority claim under 11 U.S.C. § 507(a) for retirement benefits in the amount of \$113.88 per month.	Fifteenth [Doc. 3553]	Insufficient Documentation.	Claimant asserts an entitlement to a monthly benefit from the Pension Plan in the amount of \$113.88. [Doc. 4253]	Per Paragraph BB of the Confirmation Order and Article 16.6(c) of the Plan, the Reorganized Debtor shall continue the pension and retiree benefits. No Liability exists on the Books and Records. Claimant is currently receiving monthly retiree benefits from the Pension Plan in the amount of \$113.88.
Jones, Jr., Willie	911	Claimant asserts a priority claim under 11 U.S.C. § 507(a)(4) in the amount of \$8,000 for retirement benefits.	Seventeenth [Doc. 3573]	No Liability Employee or Retiree Claim.	Claimant asserts an entitlement to a monthly benefit from the Pension Plan in the amount of \$666.00. [Doc. 3639]	Per Paragraph BB of the Confirmation Order and Article 16.6(c) of the Plan, the Reorganized Debtor shall continue the pension and retiree benefits. No Liability exists on the Books and Records. Claimant is currently receiving monthly retiree benefits from the Pension Plan in the amount of \$411.73.
Pearson, Melvin	2182	Claimant asserts a priority claim under 11 U.S.C. § 507(a)(5) in an unliquidated amount for pension and retirement.	Fifteenth [Doc. 3553] and Eighteenth [Doc. 3735]	Insufficient Documentation (Fifteenth); No Liability Employee or Retiree Claim (Eighteenth).	Unknown.	Per Paragraph BB of the Confirmation Order and Article 16.6(c) of the Plan, the Reorganized Debtor shall continue the pension and retiree benefits. No Liability exists on the Books and Records. Claimant is currently receiving monthly retiree benefits from the Pension Plan in the amount of \$143.55.

Exhibit B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re: :
 : Case No. 13-11482 (KJC)
 EXIDE TECHNOLOGIES, :
 :
 Reorganized Debtor.¹ :
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DECLARATION OF JOSEPH WICKHAM IN SUPPORT OF REORGANIZED DEBTOR'S OMNIBUS REPLY IN SUPPORT OF THE REORGANIZED DEBTOR'S OBJECTIONS TO CERTAIN INSUFFICIENT DOCUMENTATION AND NO LIABILITY EMPLOYEE OR RETIREE CLAIMS

1. My name is Joseph Wickham. I am over the age of 18 and competent to testify. I am a Director, Benefits and Compensation department at Exide Technologies (“Exide” or the “Reorganized Debtor”). I submit this declaration in support of the Reorganized Debtor’s Omnibus Reply in Support of the Reorganized Debtor’s Objections to Certain Insufficient Documentation and No Liability Employee or Retiree Claims (the “Reply”). I have read and am familiar with the contents of the Reply.²

2. I have held my current position with Exide since September 5, 2017. As a result of my time with Exide, my review of relevant documents, and my discussions with other members of the Compensation and Benefits department at Exide, I am familiar with all aspects of Exide’s benefits related to retirement plans. Except as otherwise noted, I have personal

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knowledge of the matters set forth herein and all facts set forth in this Declaration are based on my personal knowledge, my discussions with other members of Exide's Compensation and Benefits department, and my review of relevant documents. I am authorized to submit this Declaration on behalf of Exide and if called to testify as a witness in this matter, I could and would testify competently to the facts set forth herein.

3. I am familiar with the Exide Technologies Retirement Plan (the "Pension Plan"), which is the sole defined benefit pension plan sponsored by Exide. The Pension Plan covers virtually all of the Exide's active and former employees who were hired prior to 2006, including active former employees of Gould National Battery, which was purchased by Exide in 2000, and hourly union employees covered by certain collective bargaining agreements. The Pension Plan is closed to new entrants, and benefits under the Pension Plan are frozen for all participants. I am one of the persons responsible for overseeing the retiree benefits paid to former employees under the Pension Plan.

4. Since Exide emerged from bankruptcy as the Reorganized Debtor in 2015, Exide has continued to pay all retiree benefits under the Pension Plan in accordance with, and subject to, its terms, Employee Retirement Income Security Act of 1974, and the Internal Revenue Code.

A. James Cannon, Jr.

5. James Cannon, Jr. ("Cannon") is a former Exide employee whose full retirement date is December 1, 2026. On or about November 1, 2017, Cannon elected to receive early retirement. Upon his early retirement, Cannon was entitled to receive from the Pension Plan a one-time lump-sum benefit payment of \$34,002.11 (the "Cannon Lump-Sum Payment"). At that time, Cannon chose to take the Cannon Lump-Sum Payment from the Pension Plan. On or about

December 1, 2017, Cannon received the Cannon Lump Sum Payment from Pension Plan. Accordingly, the Pension Plan's obligations to Cannon have been satisfied in full.

B. Roger Coddington

6. Roger Coddington ("Coddington") is a former Exide employee whose full retirement date is December 1, 2022. On or about November 1, 2017, Coddington elected to receive early retirement. Upon his early retirement, Coddington was entitled to receive from the Pension Plan a one-time lump-sum benefit payment of \$24,030.26 (the "Coddington Lump-Sum Payment"). At that time, Coddington chose to take the Coddington Lump-Sum Payment. On or about December 1, 2017, Coddington received the Coddington Lump Sum Payment from the Pension Plan. Accordingly, the Pension Plan's obligations to Coddington have been satisfied in full.

C. Willard Connor

7. Willard Connor ("Connor") is a former Exide employee his full retirement date was on October 1, 2017. Upon his retirement, Connor was entitled to receive from the Pension Plan monthly lifetime benefits of \$140.00. However, Connor's benefit commencement date was deferred due to a pending Qualified Domestic Relations Order ("QDRO"). The QDRO has now been vacated, and the Pension Plan has sent Connor the forms required to commence receiving his retiree benefits. It is Exide's expectation that Connor's payments will continue for the period that Exide has obligated itself to provide such benefits.

D. Francis Horn

8. Francis Horn ("Horn") is a former Exide employee who retired on May 1, 2002. Upon his retirement, Horn was entitled to receive from the Pension Plan monthly lifetime benefits of \$113.88. In accordance with his election, Horn began receiving monthly retiree

benefits from the Pension Plan in the amount of \$113.88. Horn continues to receive these monthly retiree benefits, and as of the date of this Declaration, the Pension Plan has made a total 197 payments to Horn. It is Exide's expectation those payments will continue for the period that Exide has obligated itself to provide such benefits.

E. Willie Jones, Jr.

9. Willie Jones, Jr. ("Jones") is a former Exide employee who retired on April 1, 2009. Prior to his retirement, Jones was a member of the International Union, United Automobile, Aerospace and Agriculture International Workers of America, Local Union 1532 (the "Union") and was covered by a collective bargaining agreement between the Union and Exide. In June 2006, the Shreveport facility where Jones was employed was permanently closed. According to Mr. Jones, in connection with this closure, the Union and Exide entered into a Closing Agreement, one purpose of which was to set forth the parties' understanding of the benefits that Exide would provide to members of the Union as a result of Exide's decision to permanently close the Shreveport facility.

10. Jones alleges that he was entitled to unreduced early retirement benefits at age fifty-eight (58) after 17 years of service when he applied for retirement in 2006. In 2006, prior to closing the Shreveport facility, early retirement was not available to Jones under the Pension Plan based on his age and years of service. According to Mr. Jones, pursuant to the Closing Agreement, Exide agreed to the Union's request that Exide modify the Pension Plan to enact early retirement for associates who were age 55 with 10 years of vesting service as of June 22, 2006. This early retirement provision would have permitted associates who were age 55 with 10 years of vesting service prior to June 22, 2006 to be eligible for reduced retirement benefits.

Neither the Pension Plan nor the Closing Agreement provided for unreduced retirement benefits based on Jones' age and years of service.

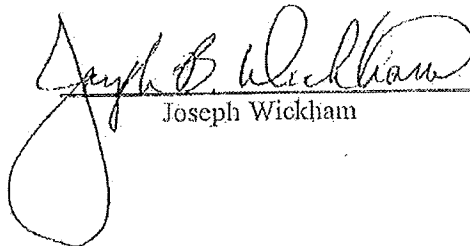
11. Upon his retirement, Jones was entitled to receive from the Pension Plan reduced monthly lifetime benefits of \$411.73. In accordance with his election, Jones began receiving monthly retiree benefits in the amount of \$411.73. Jones continues to receive these monthly retiree benefits, and as of the date of this Declaration, the Pension Plan has made a total of 194 payments to Jones. It is Exide's expectation those payments will continue for the period that Exide has obligated itself to provide such benefits.

F. Melvin Pearson

12. Melvin Pearson ("Pearson") is a former Exide employee who retired on May 1, 2016. Upon his retirement, Pearson was entitled to receive from the Pension Plan monthly lifetime benefits of \$143.55. In accordance with his election, Person began receiving the monthly benefit payments in the amount of \$143.55. Pearson continues to receive these monthly payments, and as of the date of this Declaration, the Pension Plan has made a total of 29 payments to Pearson. It is Exide's expectation those payments will continue for the period that Exide has obligated itself to provide such benefits.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge, information and belief.

Executed on September 6, 2018


Joseph Wickham