

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:	x	
	)	
	)	Chapter 11
<b>RICHFIELD EQUITIES, L.L.C.,<sup>1</sup></b>	)	Case No. 12-33788
a Michigan limited liability company,	)	Honorable Daniel S. Opperman
	)	
Debtor.	)	<b><i>Jointly Administered</i></b>

***AMENDED***

**APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE  
EMPLOYMENT AND RETENTION OF QUARTON PARTNERS  
AS INVESTMENT BANKER FOR THE DEBTORS**

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Richfield Equities, L.L.C. ("REQ"), Richfield Landfill, Inc. ("Landfill"), Richfield Management, L.L.C., Inc. ("Management"), and Waste Away Disposal, L.L.C. f/k/a Richfield Capital, L.L.C. ("Waste Away") and, together with, REQ, Landfill and Management, the "Debtors", hereby submit this application (the "Application") for entry of an order, in substantially the form attached hereto as **Exhibit 1**, pursuant to section 327(a), 328(a) and 1107 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") authorizing the employment and retention of Quarton Partners ("Quarton") as investment banker for the Debtors. In support of this Application,

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<sup>1</sup> The Debtors in this jointly administered bankruptcy proceeding are: Richfield Equities, L.L.C., Case No. 12-33788; Richfield Landfill, Inc., Case No. 12-33789; Richfield



Debtors rely on the Affidavit of Brian Dragon in Support of the Application for an Order Authorizing the Employment and Retention of Quarton Partners as Investment Banker for the Debtors (the “Quarton Affidavit”), attached as **Exhibit 2**. In support of this Application, the Debtors respectfully state as follows:

### **Jurisdiction**

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue of this proceeding and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105, 327(a), and 328(a) of the Bankruptcy Code and Rule 2014(a) of the Bankruptcy Rules.

### **Background**

4. The factual background relating to the Debtors and their commencement of these chapter 11 cases (the “Chapter 11 Cases”) is set forth in detail in the *Affidavit of Bernhard Rumbold in Support of Chapter 11 Petitions and First Day Pleadings and Requests* [Docket No. 2] (the “First Day Affidavit”).

### **Relief Requested**

5. By this Application, the Debtors seek approval from the Court to employ and retain Quarton as their investment banker in these Chapter 11 Cases and all related

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Management, L.L.C., Inc., Case No. 12-33790; and Waste Away Disposal, L.L.C., Case No.

matters, effective as of the Petition Date. Accordingly, the Debtors respectfully request that the Court enter an order authorizing the Debtors to employ and retain Quarton as their investment banker to perform investment banker and other sale related services that will be necessary during these Chapter 11 Cases.

6. The Debtors have selected Quarton for the reason that Quarton has had much experience in matters of this character. The Debtors believe that Quarton is well-qualified to assist them in this proceeding and that Quarton's retention is in the best interests of the Debtors' estates and their creditors.

#### **Services To Be Provided**

7. Quarton is a leading investment banking firm based in Birmingham, Michigan, that provides merger and acquisition services to middle market companies. By this Application, the Debtors seek to retain Quarton to assist in the sale of the Debtors' businesses or assets on the terms set forth in the engagement letter attached hereto as **Exhibit 3** (the "Engagement Letter"). As a result of their strong middle market focus, private company expertise, and Mr. Dragon's expertise in the waste hauling and landfill businesses, the Debtors seek to retain Quarton to render the investment banking and advisory services as contained in the Engagement Letter, as needed.

8. Based on the foregoing, the Debtors submit that retention of Quarton is in the best interests of the Debtors, their creditors and their estates.

## **PROPOSED COMPENSATION OF QUARTON**

9. Pursuant to 11 U.S.C. § 328(a), the Debtors may employ a professional person under section 327 on any reasonable terms and conditions of employment including “on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). The Engagement Letter specifically sets forth the terms of the Debtors’ agreement with Quarton.

10. As set forth in the Quarton Declaration, Quarton has not entered into any arrangement to share such compensation as it may be awarded herein except as permitted under 11 U.S.C. § 504(b), and no professional at Quarton is a relative of the bankruptcy judge approving Quarton’s retention as proscribed by Fed. R. Bankr. P. 5002(a). For the reasons set forth above, the Debtors submit that the proposed employment of Quarton to perform the professional services set forth herein is both necessary and appropriate under the circumstances.

### **Notice**

11. Notice of this Motion has been given to: (i) the Office of the United States Trustee, (ii) counsel for Debtors’ prepetition secured lender, (iii) all other secured creditors, (iv) those parties included on the Debtors’ Court-approved special service matrix; (v) the unsecured creditors committee; and (vi) those parties requesting service of pleadings. In light of the relief requested herein, the Debtors submit that no further notice is necessary or required.

**WHEREFORE**, the Debtors request that this Honorable Court enter an Order, in the form of the proposed Order attached here as **Exhibit 1**, authorizing the employment of Quarton as investment banker for the Debtors, consistent with the representations made herein, and granting such other and further relief as the Court deems appropriate.

October 29, 2012

**CARSON FISCHER, P.L.C.**

*/s/ Christopher A. Grosman*

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Joseph M. Fischer (P13452)

Robert A. Weisberg (P26698)

Christopher A. Grosman (P58693)

4111 Andover Road

West - Second Floor

Bloomfield Hills, Michigan 48302

Telephone: (248) 644-4840

Facsimile: (248) 644-1832

E-mail: JFischer@CarsonFischer.com

RWeisberg@CarsonFischer.com

CGrosman@CarsonFischer.com

*Counsel for the Debtor*

# **Exhibit 1**

## **Proposed Order**

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

-----	x	
In re:	)	
	)	Chapter 11
<b>RICHFIELD EQUITIES, L.L.C.,<sup>1</sup></b>	)	Case No. 12-33788
a Michigan limited liability company,	)	Honorable Daniel S. Opperman
	)	
Debtor.	)	<i>Jointly Administered</i>
-----	x	

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION  
OF QUARTON PARTNERS FOR THE DEBTORS**

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Upon consideration of the Application by the Debtors for Entry of an Order Authorizing the Employment and Retention of Quarton Partners ("Quarton") as Investment Bankers for the Debtors (the "Application") and the Affidavit of Brian Dragon in Support of the Application for an Order Authorizing the Employment and Retention of Quarton Partners as Investment Bankers for the Debtors (the "Quarton Affidavit"); it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); it appearing that venue of this proceeding and this Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; it appearing that notice of this Application and the opportunity

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<sup>1</sup> The Debtors in this jointly administered bankruptcy proceeding are: Richfield Equities, L.L.C., Case No. 12-33788; Richfield Landfill, Inc., Case No. 12-33789; Richfield

for a hearing on this Application was appropriate under the circumstances and that no further notice need be given; and after due deliberation and sufficient cause;

*NOW, THEREFORE, IT IS HEREBY ORDERED* that the Application is GRANTED; and it is further

*ORDERED*, that in accordance with section 328 of the Bankruptcy Code, the Debtors are authorized to employ and to retain Quarton as their Investment Banker on the terms set forth in the Application, the Engagement Letter (as defined in the Application), and the Quarton Affidavit, effective as of the commencement of these Chapter 11 Cases; and it is further

*ORDERED*, that Quarton will render professional services to the Debtors that may include, but shall not be limited to, those detailed in the Application; and it is further

*ORDERED*, that Quarton shall be compensated in accordance with the procedures set forth in the Application and Engagement Letter provided however Quarton shall file a formal fee application in connection with any Transaction Fee that shall be subject to review pursuant to section 328(a) of the Bankruptcy Code and not section 330; and it is further

*ORDERED*, that the terms of this Order shall be effective immediately and enforceable upon its entry; and it is further

*ORDERED*, that this Court shall retain jurisdiction to hear and determine all



matters arising from the implementation of this Order.

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12-33791.

## **EXHIBIT 2**

### **Declaration**

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

----- x  
In re: )  
 ) Chapter 11  
**RICHFIELD EQUITIES, L.L.C.,<sup>1</sup>** ) Case No. 12-33788  
a Michigan limited liability company, ) Honorable Daniel S. Opperman  
 )  
Debtor. ) *Jointly Administered*  
----- x

**AFFIDAVIT OF BRIAN DRAGON IN SUPPORT OF THE APPLICATION FOR AN  
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF QUARTON  
PARTNERS AS INVESTMENT BANKERS FOR THE DEBTORS**

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STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF OAKLAND )

I, Brian Dragon, being duly sworn, state the following under penalty of perjury.

1. I am a managing director with the Quarton Partners ("Quarton"). I am in all respects competent to make this Affidavit in Support of the Application (the "Application") for an Order Authorizing the Employment and Retention of Quarton Partners as Investment Banker for the Debtors pursuant to section 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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<sup>1</sup> The Debtors in this jointly administered bankruptcy proceeding are: Richfield Equities, L.L.C., Case No. 12-33788; Richfield Landfill, Inc., Case No. 12-33789; Richfield Management, L.L.C., Inc., Case No. 12-33790; and Waste Away Disposal, L.L.C., Case No. 12-33791.

### **Services To Be Provided**

2. In connection with these Chapter 11 Cases, the Debtors have requested court authorization to retain Quarton as investment bankers. The professional services that Quarton will render to the Debtors may include, but shall not be limited to, those described in the Application and the Engagement Letter.

### **Quarton's Disinterestedness**

3. Based on the results of the conflict search conducted to date and described more fully below, to the best of my knowledge, neither I, nor Quarton, nor any officer or employee thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or other parties in interest (as reasonably known to Quarton) and their respective attorneys.

4. Quarton is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and is modified by section 1107(b) of the Bankruptcy Code, in that neither Quarton nor any of its officers and employees:

- (a) is a creditor, an equity security holder, or an insider of the Debtors;
- (b) was, within two (2) years before the date of the filing of the Debtors' Chapter 11 petitions, a director, officer, or employee of the Debtors; or
- (c) has an interest materially adverse to the interests of the Debtors' estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or

interest in, the Debtors or for any other reason.

5. As part of its diverse practice, Quarton appears in numerous cases, proceedings, and transactions involving many different professionals, including attorneys, accountants, investment bankers, and financial consultants, some of which may represent claimants and parties in interest in these Chapter 11 Cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these business relations constitutes an interest materially adverse to the Debtors in matters upon which Quarton is to be employed, and none is in connection with these Chapter 11 Cases.

6. To the best of my knowledge, Quarton has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 Cases. If this Court approves the proposed employment of Quarton by the Debtors, Quarton will not accept any engagement or perform any service for any entity or person other than the Debtors in connection with these Chapter 11 Cases. Quarton will, however, continue to provide professional services to its clients on matters unrelated to the Debtors.

7. Quarton has conducted a conflicts check, through a search of its client database, regarding its connections with the Debtors and other parties in interest. A search of Quarton's client database is designed to reveal any representation of, or potential conflict with, the entity searched or any known subsidiary or affiliate. This search was as complete as possible under the circumstances, but Quarton recognizes

that additional parties in interest may surface during the course of these Chapter 11 Cases. As parties become known or make appearances in these cases, Quarton will supplement its disclosures as necessary or appropriate.

8. To the best of my knowledge as of the date of this Affidavit, Quarton's conflict check has not revealed the existence of any matters adverse to the interests of the Debtors. Quarton has had relationships (as described in attached **Exhibit A**) in unrelated matters with the parties listed in **Exhibit A**.

9. Based on the conflicts search conducted to date, to the best of my knowledge, neither I, Quarton, nor any officer or employee thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys or accountants, nor with the United States Trustee or any person employed in the office of the United States Trustee, except as disclosed herein.

10. Quarton will periodically review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Quarton will use reasonable efforts to identify any such further developments and will promptly file a supplemental affidavit pursuant to Rule 2014(a) of the Bankruptcy Rules.

11. As of the Petition Date, the Debtors do not owe any amounts to Quarton for investment banking services.

12. There is no agreement or understanding between Quarton and any other

person or entity for sharing compensation received or to be received for services rendered by Quarton in connection with these Chapter 11 Cases.

**Professional Compensation**

13. The compensation arrangement provided for in the Engagement Letter (as defined in the Application) is consistent with and typical of the arrangements entered into by Quarton and other such firms with respect to rendering similar services for clients such as the Debtors.

14. No promises have been received by Quarton nor by any officer or employee thereof as to compensation in connection with the Chapter 11 Cases, other than in accordance with the provisions of the Bankruptcy Code.

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

A handwritten signature in black ink, appearing to be 'BD' or similar, is centered above a horizontal line.

Brian Dragon



## **Exhibit A**

**None.**

## **EXHIBIT 3**

### **Engagement Letter**



October 26, 2012

Richfield Equities, L.L.C.  
Attn: Mr. Jeffrey M. Beard  
Chief Restructuring Officer  
322 N. Old Woodward Avenue  
Birmingham, MI 48009

ENGAGEMENT LETTER

Dear Mr. Beard:

We are pleased to confirm the arrangements under which Quarton Partners, LLC an affiliate of Spearhead Capital, LLC, a FINRA regulated broker/dealer ("Quarton") is engaged by Debtors Richfield Equities, L.L.C., Richfield Landfill, Inc., Richfield Management, L.L.C., Inc., and Waste Away Disposal, L.L.C. (collectively the "Company"), as investment banker and advisor in connection with the sale of all or a portion of the Company or its assets.

Specifically, Quarton will assist and advise you with respect to:

- (i) the preparation and distribution of confidentiality agreements and appropriate descriptive selling materials (to include Offering Memorandums, Management Presentations, and other documentation as may be required or appropriate) designed to generate additional interest in the Company;
  - (ii) the initiation of discussions and negotiations with prospective merger partners or purchasers;
- ; and,
- (iii) the various details necessary to complete a successful transaction.

If a sale of the Company is accomplished in one or a series of transactions, including a sale by the Company of all or a substantial portion of its stock or assets, Quarton will charge a Transaction Fee based upon a formula applied to Aggregate Consideration (as defined herein) paid in such transactions. Except as provided below, a Transaction Fee will be payable to us in cash upon consummation of each transaction(s).

Transaction Fee Formula

5% of Aggregate Consideration paid by each buyer in all transactions up to \$625,000 in the aggregate excluding Aggregate Consideration from any transaction with (i) Rizzo Services, Inc. and/or its affiliates, (ii) Halton Recycling Ltd (d/b/a Emterra) and/or its affiliates, or (iii) Millennium Disposal Services, Inc. and/or its affiliates.

The Aggregate Consideration for purposes of calculating a Transaction Fee shall be:

- (i) In the case of the sale, exchange or purchase of the Company's equity securities, the total consideration paid for such securities (including amounts paid to holders of options, warrants and convertible securities), plus the face value of non-compete, consulting (in excess of reasonable fair market value), and transitional agreements and all like consideration, plus the fair market value of any assets retained by the Company or its members, plus the amount of liabilities and indebtedness assumed (without double counting and excluding trade payables owing within stated payment terms and standby letters of credit supporting bonding requirements for the Company's landfill closure/post closure liabilities), less cash.
- (ii) In the case of a sale or disposition by the Company of all or a substantial portion of its assets, the total consideration paid for such assets, *plus* the face value of non-compete, consulting (in excess of reasonable fair market value), and transitional agreements and all like consideration, *plus* the amount of assumed liabilities and indebtedness acquired (without double counting and excluding trade payables due within stated payment terms and standby letters of credit supporting bonding requirements for the Company's landfill closure/post closure liabilities) assumed by the purchaser less cash and less the amount of any penalty incorporated into the purchase price for an asset versus stock sale structure.

Mr. Jeffrey M. Beard  
Richfield Equities L.L.C.  
October 26, 2012  
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If any portion of the Aggregate Consideration is paid in the form of securities, the value of such securities, for purposes of calculating the Transaction Fee, will be determined by the average of the last sales prices for such securities on the five trading days ending five days prior to the consummation of the transaction. If such securities do not have an existing public trading market, the value of the securities shall be the mutually agreed upon fair market value on the day prior to the consummation of the transaction.

In addition to the aforementioned fees, we will be reimbursed periodically, as invoiced, by the Company for our out-of-pocket expenses which may include, amongst other things, materials, phone, data base, data room and travel. It is understood and agreed that we have incurred expenses totaling approximately \$10,000 in expenses in connection with efforts on behalf of the Company which amounts shall be paid by Company.

Our services may be terminated by you or us at any time with or without cause effective upon receipt of written notice to that effect. We will be entitled to the Transaction Fee set forth above in the event that at any time prior to the expiration of two years after such termination a sale or financing of the Company is initiated and there was contact by the Company, an affiliate of the Company, or Quarton with the acquiring or investing party, or any affiliate thereof, regarding such a transaction prior to our termination.

In order to coordinate most effectively our efforts together to effect a transaction satisfactory to the parties, the Company will promptly inform Quarton of any inquiry they may receive concerning the availability of all or a portion of the stock or assets of the Company for purchase. Also, during the period of our engagement, the Company will not initiate any discussions looking toward the sale of the Company without first consulting with Quarton. Please note that any written or oral advice provided by Quarton in connection with our engagement is exclusively for the information of members, senior management of the Company, its legal or financial advisors who need to know such information for purposes of evaluating such a transaction and may not be disclosed to any third party or circulated or referred to publicly without our prior written consent.

The Company agrees to indemnify Quarton pursuant to and in accordance with Exhibit A which is incorporated herein by reference and to comply with all the terms and conditions of Exhibit A. The provisions of Exhibit A incorporated herein by reference shall survive the termination of this engagement. This letter agreement shall be binding upon the parties hereto and their respective successors.

This engagement letter may not be amended or modified except in writing. This letter represents the entire understanding between the parties, and all prior discussions and negotiations are merged in it. This letter shall be governed by and construed in accordance

Mr. Jeffrey M. Beard  
Richfield Equities L.L.C.  
October 26, 2012  
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with the laws of the State of Michigan without regard to principles of conflicts of laws. Should action be brought to enforce this letter, the prevailing party shall be entitled to recover from the other party interest on amounts due and reimbursement for its attorney's fees and expenses.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this letter, which shall become a binding agreement upon our receipt. We are delighted to accept this engagement and look forward to working with you on this assignment.

Sincerely,

QUARTON PARTNERS



Brian T. Dragon  
Managing Director

Confirmed and agreed:

RICHFIELD EQUITIES, L.L.C.  
Richfield Landfill, Inc.  
Richfield Management, L.L.C., Inc.  
Waste Away Disposal, L.L.C

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Mr. Jeffrey M. Beard  
Richfield Equities L.L.C.  
October 26, 2012  
Page 4

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Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this letter, which shall become a binding agreement upon our receipt. We are delighted to accept this engagement and look forward to working with you on this assignment.

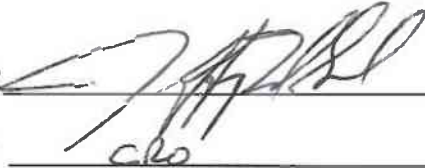

Sincerely,

QUARTON PARTNERS

Brian T. Dragon  
Managing Director

Confirmed and agreed:

RICHFIELD EQUITIES, L.L.C.  
Richfield Landfill, Inc.  
Richfield Management, L.L.C., Inc.  
Waste Away Disposal, L.L.C

By:   
Its: 

Date: 10/26/12

## **EXHIBIT A**

### **INDEMNIFICATION**

Client: Richfield Equities, L.L.C. jointly (the "Company")

*In the event that Quarton becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including stockholders of the Company, in connection with or as a result of the engagement which is the subject of this letter or any matter referred to in this letter, the Company periodically will reimburse Quarton for its reasonable legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith. If Quarton is not a party to such action, proceeding or investigation, the Company shall periodically pay Quarton \$400 per hour for all time reasonably spent by officers or professional employees in preparing for or participating in such actions, proceedings or investigations, whether as a witness or otherwise. The Company also will indemnify and hold harmless Quarton against any losses, claims, damages or liabilities in connection with any matter referred to in this letter, including without limitation the performance of the services which are the subject of this letter, except to the extent that any such loss, claim, damage or liability are finally judicially determined to have resulted from the gross negligence, bad faith, willful misfeasance or reckless disregard of Quarton. If for any reason the foregoing indemnification is unavailable to Quarton or insufficient to hold it harmless (other than as a result of Quarton's gross negligence, bad faith, willful misfeasance or reckless disregard), then the Company shall contribute to the amount paid or payable by Quarton as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of the Company or any person asserting claims on behalf of or in right of the Company on the one hand and Quarton on the other hand in the matters contemplated by this engagement letter as well as the relative fault of the Company and Quarton with respect to such loss, claim, damage or liability and any other relevant equitable considerations; provided, however, in no event shall Quarton's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Quarton under this engagement letter. The reimbursement, indemnity and contribution obligations of the Company under this paragraph shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any affiliate of Quarton and the partners, directors, agents, employees and controlling persons (if any), as the case may be, of Quarton and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, any such affiliate and any such person. The Company also agrees that neither Quarton nor any of such affiliates, partners, directors, agents, employees or controlling persons shall have any liability to the Company or any person asserting claims on behalf of or in the right of the Company for or in connection with any matter referred to in this letter except to the extent that any such losses, claims, damages, liabilities or expenses incurred by the Company are finally judicially determined to have resulted from its or his/her gross negligence, bad faith, willful misfeasance, or reckless disregard. Additionally, Quarton shall be entitled to recover its actual costs of collection, including but not limited to attorneys' fees and costs. The provisions of this Exhibit shall survive any termination or completion of the engagement provided by this letter agreement.*