



**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA**

In re:	§	Case No. 19-10653-R
INNOVA GLOBAL LTD.	§	Chapter 15
Debtor in a foreign proceeding.	§	Joint Administration Pending
In re:	§	Case No. 19-10654-R
INNOVA GLOBAL OPERATING LTD.,	§	Chapter 15
Debtor in a foreign proceeding.	§	Joint Administration Pending
In re:	§	Case No. 19-10655-R
INNOVA GLOBAL LIMITED PARTNERSHIP,	§	Chapter 15
Debtor in a foreign proceeding.	§	Joint Administration Pending
In re:	§	Case No. 19-10656-R
1938247 ALBERTA LTD.,	§	Chapter 15
Debtor in a foreign proceeding.	§	Joint Administration Pending
In re:	§	Case No. 19-10657-R
INNOVA GLOBAL HOLDINGS LIMITED PARTNERSHIP,	§	Chapter 15
Debtor in a foreign proceeding.	§	Joint Administration Pending
In re:	§	Case No. 19-10658-R
INNOVA GLOBAL INC.,	§	Chapter 15
Debtor in a foreign proceeding.	§	Joint Administration Pending

In re:	§	
INNOVA GLOBAL LLC,	§	Case No. 19-10659-R
Debtor in a foreign proceeding.	§	Chapter 15
	§	Joint Administration Pending
In re:	§	
BRADEN MANUFACTURING, L.L.C.	§	Case No. 19-10660-R
Debtor in a foreign proceeding.	§	Chapter 15
	§	Joint Administration Pending
	§	

**ORDER GRANTING RECEIVER’S EMERGENCY EX PARTE
APPLICATION FOR TEMPORARY RESTRAINING ORDER AND RELIEF
PURSUANT TO SECTIONS 105(A) AND 1519 OF THE BANKRUPTCY CODE**

THIS MATTER comes before the Court for consideration of the *Emergency Ex Parte Application for Temporary Restraining Order and Relief Pursuant to Sections 105(A) and 1519 of the Bankruptcy Code* (the “**Application**”), which PricewaterhouseCoopers Inc., LIT (“**PWC**”) filed in the above-styled and numbered Chapter 15 cases as the court-appointed receiver (the “**Receiver**”) and authorized foreign representative of the above-captioned Debtors. Upon consideration of the (i) the Application, (ii) the *Petition for Expedited Hearing and Recognition as a Foreign Main Proceeding, or in the Alternative, Foreign Nonmain Proceeding, Pursuant to Sections 1515 and 1517 of the Bankruptcy Code and Related Relief* (the “**Petition**”), (ii) the exhibits to such Application and Petition, (iii) the Receivership Order entered in the Canadian Proceeding (the “**Receivership Order**”), (iv) all other documents filed in support thereof (collectively, the “**Supporting Papers**”), and (v) the exhibits introduced at such hearings, testimony of witnesses, and the arguments of counsel, this Court finds and concludes as follows:

1. Notice was adequate and proper. No party in interest made any response in opposition to the Application. The relief requested in the Application should be granted on a provisional basis.

2. The “**Debtors**” are the following entities: (1) Innova Global Ltd., (2) Innova Global Operating Ltd., (3) Innova Global Limited Partnership, (4) 1938247 Alberta Ltd., (5) Innova Global Holdings Limited Partnership, (6) Innova Global Inc. (formerly AEM Emissions Management Inc., formerly ATCO Emissions Management Inc.), (7) Innova Global LLC (formerly AEM Noise Management LLC, formerly ATCO Noise Management LLC), and (8) Braden Manufacturing, L.L.C. (collectively, “**Innova**” or “**Debtors**”).

3. On April 1, 2019, ATB Financial (“**ATB**” or “**Lender**”) filed an application pursuant to the Bankruptcy and Insolvency Act (Canada) (the “**BIA**”) in the Court of Queen’s Bench of Alberta, Judicial Centre of Calgary (the “**Canadian Court**”) Court File No. 1901-04589, seeking the appointment of PricewaterhouseCoopers Inc., LIT as receiver and manager over all of the assets of the Debtors (the “**Canadian Proceedings**”).

4. On April 1, 2019, the Canadian Court, Honorable Justice B.E.C. Romaine, entered the Receivership Order pursuant to which PricewaterhouseCoopers Inc., LIT was appointed to serve as the Receiver and foreign representative for the Debtors.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and (b) and 1334(a) and (b) and Sections 109 and 1501 of the Bankruptcy Code. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).

6. Venue is proper in this district pursuant to 28 U.S.C. § 1410(3).

7. The Receiver is a person within the meaning of Section 101(41) of the Bankruptcy Code and is the duly appointed foreign representative of the Debtors within the meaning of Section 101(24) of the Bankruptcy Code.

8. This case was properly commenced pursuant to Sections 1504 and 1515 of the Bankruptcy Code. The notice of the Application was sufficient given the circumstances of these cases and the potential for irreparable harm to the Debtors.

9. There is a substantial likelihood that the Court, upon final consideration, will find that the Canadian Proceedings are foreign proceedings within the meaning of Section 101(23) of the Bankruptcy Code.

10. There is a substantial likelihood that the Court, upon final consideration, will find the Canadian Proceedings are entitled to recognition by this Court pursuant to Section 1517 of the Bankruptcy Code.

11. There is a substantial likelihood that the Court, upon final consideration, will find that the Canadian Proceedings will be entitled to recognition as foreign main proceedings pursuant to Section 1502(4) of the Bankruptcy Code and will be entitled to recognition as foreign main proceedings pursuant to Section 1517(b)(1) of the Bankruptcy Code.

12. Relief is urgently needed to protect the assets of the Debtors or the interests of the creditors pursuant to 11 U.S.C. § 1519(a). Therefore, the Receiver is entitled to the provisional relief afforded under Section 1519 of the Bankruptcy Code.

13. The relief granted is necessary and appropriate, in the interest of the public and international comity, consistent with the United States public policy, and will not cause any hardship to any party in interest that is not outweighed by the benefits of granting the requested relief.

14. As described above, the Receiver has a substantial likelihood of prevailing on the merits. Even if the Canadian Proceedings are “foreign nonmain proceedings,” there is a substantial likelihood that the Receiver will be able to demonstrate that he is entitled to relief under 11 U.S.C. § 1521(a).

15. At the present time, the Debtors do not have adequate sources of funds for those operations that are advisable for the Debtors to continue. In addition, the Debtors lack oversight of ongoing projects that had been provided through Canadian personnel of the Debtors who are no longer employed. Although the Receiver has funds to hire or retain such personnel as may be necessary, without the authority of an order from this Court, the Receiver cannot be assured of having the necessary authority to make the necessary management decisions and to undertake the actions in the United States that may be necessary for the benefit of the Debtors or their creditors. What damages may result, including damages to parties who have contracted with the Debtors on construction projects are presently impossible to determine. Therefore, there is a substantial threat of irreparable injury should the Court not grant the provisional relief and temporary restraining order that the Receiver has sought. “[I]njury or detriment is irreparable when it is incapable of being fully compensated for in damages or where the measure of damages is so speculative that it would be difficult if not impossible to correctly arrive at the amount of the damages.” *Hines v. Ind. Sch. Dist. No. 50, Grant Cty.* 1963 OK 85, ¶ 14, 380 P.2d 943, 945. There is a substantial threat of irreparable injury if the injunction does not issue.

16. Any threatened injury to the Debtors outweighs any damage the injunction might cause to the opponents. The injunctive relief would actually benefit the Debtors’ creditors by ensuring an equitable and orderly distribution of assets and facilitate the Canadian Proceedings.

17. The injunction will not disserve the public interest. The injunctive relief is in the public interest. It sets to facilitate a cross-border reorganization that will provide a benefit to the estates of the Debtors. The injunctive relief is supported by notions of comity and will allow the Receiver to craft a productive solution for the Debtors and their estates.

18. The Receiver, in its role as foreign representative of the Debtors, and the Debtors, are entitled to the full protections and rights available pursuant to Section 1519(a) of the Bankruptcy Code.

19. Permitting the Debtors' current cash management system to continue pursuant to existing agreements between the Debtors and their existing depository and disbursement banks (collectively, the "**Banks**") will facilitate the continued operations of the Debtors while the Canadian Proceedings and these proceedings are ongoing.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. All relief granted herein is on a provisional basis, subject to this Court's recognition of the above-captioned bankruptcy cases as a foreign proceeding.

2. The commencement or continuation of any action or proceeding concerning the assets, rights, obligations, or liabilities of the Debtors, including any action or proceeding against the Receiver in its capacity as foreign representative of the Debtors, is hereby stayed in a manner coextensive with 11 U.S.C. § 362.

3. Execution against the assets of the Debtors is hereby stayed.

4. The administration or realization of all or part of the assets of the Debtors within the territorial jurisdiction of the United States is hereby entrusted to the Receiver, and the terms of the Receivership Order to the extent set forth herein shall apply to the Debtors, its creditors, the Receiver, and any other parties-in-interest.

5. The right of any person or entity, other than the Receiver, to transfer or otherwise dispose of any assets of the Debtors is hereby suspended unless authorized in writing by the Receiver or by Order of this Court.

6. The Receiver may undertake the examination of witnesses, the taking of evidence, the production of documents, or the delivery of information concerning the assets, affairs, rights, obligations or liabilities of the Debtors.

7. Notwithstanding Rule 7062 of the Bankruptcy Rules, made applicable to this case by Rule 1018 of the Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and, upon its entry, shall become final and appealable.

8. The Receiver is authorized and empowered, but not obligated to (i) maintain and continue to use, with the same account numbers, all of the Debtors' existing bank accounts at depository institutions in the United States (the "**Bank Accounts**"); (ii) treat the Bank Accounts for all purposes as debtor-in-possession accounts; (iii) maintain and continue to use the Debtors' existing business forms, stationery and checks, all without the appellation "debtor-in-possession"; and (iv) preserve the reporting and accounting mechanisms used by the Debtors in respect of the Bank Accounts.

9. The Receiver is authorized to maintain the Debtors' existing cash management system, to allow receipt and sending of transfers via the ACH or automatic clearing house system and by wire transfer (collectively, the "**Cash Management System**"), all subject to the terms and conditions of the Debtors' prepetition agreements with their depository institutions (including the right to pay all pre-petition and post-petition administrative fees associated with such Bank Accounts and Cash Management System), provided however, that no prepetition obligations of any kind shall be paid except as authorized hereby.

10. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any request for additional relief or any adversary proceeding brought in and through these Chapter 15 foreign proceedings, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

11. The security provision in Rule 65(c) of the Federal Rules of Civil Procedure, made applicable through Rule 7065 of the Bankruptcy Rules, is unnecessary in this case and is therefore waived.

12. This Order applies to all parties in interest in this Chapter 15 case and all of their agents, employees, and representatives, and all those who act in concert with them who receive notice of this Order.

13. Any party in interest may make a motion seeking relief from, or modification of, this Order on not less than two (2) days' notice to the Receiver's U.S. counsel:

John E. Howland
Rosenstein, Fist & Ringold
Park Centre
525 South Main, Suite 700
Tulsa, Oklahoma 74103
Email: johnh@rfrlaw.com

and

Steve A. Peirce
Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78205-3792
Email: steve.peirce@nortonrosefulbright.com

(collectively, "**U.S. Counsel**").

14. In order to facilitate the completion of the Subcontract Work which is the subject of two subcontracts (the "Subcontracts"), Nos. 205210-SC-AR 2540 and 205210- SC-AR 2541

between Innova Global Inc. and CB&I North Carolina, Inc. (the “Parties”) concerning the Duke Asheville Combined Cycle Project, the Parties agree that the performance of the Subcontract Work, as defined in the Subcontracts, may be directed, supervised and otherwise completed by CB&I North Carolina, Inc. The parties specifically agree that CB&I North Carolina, Inc. shall have the right, but not the obligation, to pay Innova’s subcontractors directly for work performed on an ongoing basis under the Subcontracts, which rights shall not be stayed by this Order. Notwithstanding the foregoing, the Parties reserve all rights, including as to payments and remedies, under the Subcontracts. This provision is without prejudice to the right of the Receiver, should it later become necessary or appropriate, to seek to establish that some or all of the Subcontract Work has already been completed by the Debtors or for CB&I North Carolina, Inc. to refute same.

15. **Time of Issuance:** This order is issued on April 5, 2019 at 5:15 p.m.

16. **Duration:** This order shall remain in effect for fourteen (14) days from the date **and time** of its issuance. It shall **not** extend beyond midnight of April 19, 2019, unless extended by further order of the Court.

SO ORDERED this 5th day of April, 2019.


DANA L. RASURE, CHIEF JUDGE
UNITED STATES BANKRUPTCY COURT