



**A hearing will be conducted on this matter on October 11, 2023 at 1:45 p.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002. You may participate in the hearing either in person or by an audio and video connection.**

**Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones' conference room number is 205691. Video communication will be by use of the GoTo platform. Connect via the free GoTo application or click the link on Judge Jones' home page. The meeting code is "JudgeJones". Click the settings icon in the upper right corner and enter your name under the personal information setting.**

**Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Jones' home page. Select the case name, complete the required fields, and click "Submit" to complete your appearance.**

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### **NATURE AND STAGE OF THE PROCEEDING**

1. On October 2, 2023 (the “**Petition Date**”), the Debtors in the above-captioned chapter 11 cases (these “**Chapter 11 Cases**”), Barretts Ventures Texas LLC (“**BVT**”) and Barretts Minerals Inc. (“**BMI**,” and together with BVT, the “**Debtors**”), filed voluntary petitions in this Court commencing cases for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”). In an effort to ensure appropriate application of the automatic stay in place by virtue of the Debtors’ chapter 11 filing, the Debtors have commenced the above-captioned adversary proceeding, and file this *Emergency Motion for (I) an Order (A) Declaring that the Automatic Stay Prohibits Certain Actions Against Non-Debtors or, in the Alternative, (B) Preliminarily Enjoining Such Actions Pursuant to 11 U.S.C. § 105, and (II) a Temporary Restraining Order Enjoining Certain Actions Against Non-Debtors* (the “**Motion**”).

2. Specifically, pursuant to Rules 7001(7), 7001(9), and 7065 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors seek an order in the form attached to this Motion (the “**Proposed Order**”) declaring that the automatic stay under section 362 of the Bankruptcy Code applies and extends to prohibit the continued prosecution of the actions identified in Appendix A to the Complaint (the “**Talc Actions**”), the filing of any actions during the pendency of these Chapter 11 Cases that in any way relate to or arise out of the talc mined, beneficiated, processed, or sold by BMI (together with the Talc Actions, the “**Covered Actions**”) as against Minerals Technologies Inc. (“**MTI**”), Specialty Minerals Inc. (“**SMI**”), and any other non-debtor subsidiaries of MTI (together with MTI and SMI, the “**BMI Affiliates**”), and the expansion of any currently-pending Covered Actions to name as a party any BMI Affiliate. In the alternative, the Debtors request that the order preliminarily enjoin continued prosecution of, expansion of, and the filing of any additional, Covered Actions as against the BMI Affiliates pursuant to section 105 of the Bankruptcy Code during the pendency of these Chapter 11 Cases.

In addition, the Debtors seek a temporary restraining order in the form attached to this Motion (the “**Temporary Restraining Order**”) temporarily enjoining the continued prosecution of, expansion of, and the filing of any additional, Covered Actions as against the BMI Affiliates. In further support of this Motion, the Debtors rely upon: (i) the Complaint, and (ii) the *Declaration of David J. Gordon in Support of Debtors’ Emergency Motion for (I) an Order (A) Declaring that the Automatic Stay Prohibits Certain Actions Against Non-Debtors or, in the Alternative, (B) Preliminarily Enjoining Such Actions Pursuant to 11 U.S.C. § 105, and (II) a Temporary Restraining Order Enjoining Certain Actions Against Non-Debtors* (the “**Gordon Declaration**”).

### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this adversary proceeding and this Motion pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Pursuant to Bankruptcy Rule 7008, the Debtors consent to the entry of final orders or a final judgment by this Court in this adversary proceeding. Venue is proper in this District pursuant to 28 U.S.C. § 1409.

### **PRELIMINARY STATEMENT**

4. BMI and certain of the BMI Affiliates are defendants in numerous lawsuits asserting talc-related claims. Due to the significant uptick in the number of talc-related lawsuits filed or otherwise asserted in recent years and the ever-increasing expense associated with those actions, the Debtors commenced these Chapter 11 Cases in an effort to equitably and permanently address all current and future talc-related claims asserted against BMI through a plan of reorganization and associated trust under section 524(g) of the Bankruptcy Code. However, this goal can be achieved only if the Covered Actions are stayed, not only as to the Debtors, but also as to the BMI Affiliates.

5. As a threshold matter, the Covered Claims are automatically stayed under section 362(a)(3) of the Bankruptcy Code. This is because pursuing the claims against the BMI Affiliates could impact BMI's estate by negatively impacting the indemnity coverage available to it.

6. Additionally, the Court should extend the automatic stay provided for under section 362(a)(1) of the Bankruptcy Code to the BMI Affiliates because unusual circumstances justify extension of the automatic stay and the protections afforded by the automatic stay are essential to the success of the Debtors' reorganization efforts. First, BMI and the BMI Affiliates share an "identity of interest." The claims against the BMI Affiliates allegedly arise out of talc mined, beneficiated, processed, and sold by BMI. Indeed, it is BMI's conduct that is at the core of the Covered Actions. In addition, BMI owes indemnification obligations to the BMI Affiliates in connection with Covered Actions. Thus, if the Covered Actions were permitted to proceed against the BMI Affiliates, BMI's indemnification obligations would be triggered, thereby defeating the purpose of the automatic stay. Second, the continued prosecution of the Covered Actions against the BMI Affiliates would have an adverse impact on the Debtors' ability to reorganize because, absent a stay of the Covered Actions against the BMI Affiliates, the Debtors would be required to divert substantial, and finite, resources from their reorganization efforts toward the Covered Actions in order to protect against potentially adverse legal and factual determinations against the BMI Affiliates that could bind or prejudice BMI in future proceedings. Even if BMI were somehow protected from these adverse consequences, continued litigation of the Covered Actions would result in burdensome discovery on BMI that could hinder the Debtors' reorganization efforts.

7. An order preliminarily enjoining continued prosecution of the Covered Actions is also appropriate under section 105(a) of the Bankruptcy Code, as this Court has "related to"

jurisdiction over the Covered Actions and each of the four factors required to obtain such relief is satisfied. First, the Debtors have a strong likelihood of successfully enjoining the Covered Actions due to the existence of unusual circumstances. Second, the Debtors will be irreparably harmed without an injunction because (i) claims will be liquidated against BMI's estate, due to its indemnification obligations to the BMI Affiliates; (ii) BMI will be forced to participate in the Covered Actions to protect itself from collateral estoppel, *res judicata*, and record taint prejudice; and (iii) litigating the Covered Actions without the Debtors would still impose a significant discovery burden on BMI and result in a significant drain on and diversion of the Debtors' limited and finite resources that need to be focused on the Debtors' reorganization efforts. Third, the balance of harms strongly favors injunctive relief because the right of estate claimants (including those that might pursue the Covered Actions) to be equitably compensated will be best advanced through the Debtors focusing their efforts on successfully pursuing confirmation of a plan creating a section 524(g) trust, rather than being dragged into value-destructive litigation. Finally, enjoining the Covered Actions against the BMI Affiliates will serve the public interest in promoting an orderly reorganization.

8. In addition, this Court should also enter a temporary restraining order to promptly effectuate the requested relief on an interim basis pending a further hearing on this Motion for the same reasons that support issuance of a preliminary injunction.

9. Accordingly, to promote the successful reorganization of the Debtors, the Court should enter a temporary restraining order enjoining the Covered Actions as against the BMI Affiliates, and an Order applying and enforcing the automatic stay or, in the alternative, preliminarily enjoining the Covered Actions as against the BMI Affiliates.

## **STATEMENT OF FACTS**

### **I. THE DEBTORS' CORPORATE STRUCTURE, OPERATIONS, AND HISTORY**

#### **A. The Debtors and the BMI Affiliates**

10. BMI is a wholly-owned subsidiary of SMI, which is in turn a wholly-owned subsidiary of MTI. Gordon Decl. ¶ 9.<sup>3</sup> BVT is a wholly-owned subsidiary of BMI. *Id.* BMI's operations primarily focus on the mining, beneficiating, processing, and sale of industrial talc. *Id.* BMI supplies talc to distributors and third-party manufacturers for use in such parties' products, which are then sold to consumers. *Id.* BMI does not manufacture any final products containing talc or sell such products directly to consumers. *Id.* Aside from BMI's talc business, the Debtors own and manage certain real property holdings that provide a consistent stream of rental income. *Id.* BMI owns the full value chain of its talc operations, from mining to milling and processing to packaging, which allows BMI to produce the highest quality talc. *Id.* The end product of BMI's talc value chain is high-quality processed and packaged talc that is either shipped to customers and distributors, or stored. *Id.* The BMI Affiliates do not mine, process, beneficiate, or package any talc.<sup>4</sup> *Id.* All such mining, processing, beneficiating, or packaging of talc is performed by BMI. *Id.*

#### **B. History and Corporate Structure of BMI**

11. BMI's talc operations were historically part of an unincorporated division of Pfizer Inc. ("**Pfizer**"). Gordon Decl. ¶ 10. On August 7, 1992, BMI was incorporated as a wholly-owned subsidiary of Pfizer. In 1992, Pfizer sought to divest its minerals businesses. *Id.* To effectuate

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<sup>3</sup> Additional background information in connection with the Debtors and the Chapter 11 Cases is available in the Declaration of David J. Gordon, Chief Restructuring Officer of the Debtors, in support of Chapter 11 Petitions and First Day Pleadings [Docket No. 13].

<sup>4</sup> From 1992 to 2007, Analytical Services Group, a testing service housed at SMI, performed all asbestos testing on BMI talc. No regulated asbestiform minerals were detected. Gordon Decl. ¶ 10 n.4.

the separation, Pfizer undertook a number of restructuring transactions whereby MTI was reorganized from a wholly-owned subsidiary of Pfizer to an independent company owning, through its subsidiaries, Pfizer's specialty minerals businesses. *Id.*

12. The restructuring transaction was implemented in several parts. *Id.* ¶ 11. On September 28, 1992, MTI and Pfizer entered into a Reorganization Agreement (the “**Reorganization Agreement**”), pursuant to which Pfizer conveyed, among other things, the stock of SMI, BMI, and certain other subsidiaries to MTI. *Id.* In connection with the Reorganization Agreement, Pfizer transferred to BMI, as a capital contribution, certain assets used in the business of mining, processing, and selling talc. *Id.* The transfer was made pursuant to that certain Asset Contribution Agreement, dated September 28, 1992 by and between Pfizer and BMI. *Id.* Pfizer also consummated certain other transactions to transfer its remaining non-talc specialty minerals assets to MTI or one of its subsidiaries other than BMI. *Id.* Subsequent to transferring the assets and equity interests related to its specialty minerals businesses to MTI and its subsidiaries, on October 23, 1992 (the “**Reorganization Date**”), Pfizer took MTI public via an initial public offering. *Id.* MTI has remained the direct parent of SMI and the indirect parent of BMI since the Pfizer reorganization. *Id.*

13. Pursuant to the Reorganization Agreement and related documents, Pfizer and its affiliates Pfizer Ltd. and Pfizer S.A. (the “**Pfizer Entities**”) agreed to indemnify MTI for certain liabilities, damages, and expenses. *Id.* ¶ 12. Specifically, the Reorganization Agreement provides that Pfizer shall, or shall cause the Pfizer Entities to, indemnify and hold MTI harmless on a net after tax basis from and against “[a]ny and all liabilities, obligations, damages and expenses” (other than attorney’s fees) that “arise from . . . any product liability lawsuits or claims now pending or brought at any time in the future to the extent they allege damages or injury from the use or

handling of, or exposure to, any product sold by the Business prior to the Reorganization Date” (the “**Pfizer Indemnity**”). *Id.* The Reorganization Agreement was amended by a Letter Agreement, dated as of October 29, 1992 (the “**Letter Agreement**”), which among other things, expanded Pfizer’s indemnification obligations to include MTI’s subsidiaries (including BMI). *Id.* Nothing in either the Reorganization Agreement or the Letter Agreement obligates BMI to indemnify Pfizer for any claims or liabilities. *Id.*

### C. Shared Services

14. MTI and SMI provide the Debtors with critical operational services through a shared services arrangement. Gordon Decl. ¶ 13. The shared services arrangement between BMI, SMI, and MTI was formalized in the Services Agreement, among MTI, SMI, and BMI, dated as of June 19, 2023, and effective as of January 1, 2023 (the “**Initial Shared Services Agreement**”). The Initial Shared Services Agreement was amended on September 28, 2023 (the “Shared Services Amendment” and, together with the Initial Shared Services Agreement, the “**BMI Shared Services Agreement**”). Although the shared services arrangement was formalized in 2023, the BMI Shared Services Agreement formalized the pre-existing shared services relationship between BMI and the BMI Affiliates. *Id.*

15. Provision of the Shared Services with respect to BVT is governed by that certain Services Agreement, by and among MTI, SMI, BMI, and BVT, dated as of September 28, 2023 (as may be amended or supplemented, the “**BVT Shared Services Agreement**” and, together with the BMI Shared Services Agreement, the “**Shared Services Agreements**”). Pursuant to the BVT Shared Services Agreement, BVT receives Shared Services from MTI, SMI, and BMI. *Id.* ¶ 14.

16. Through the Shared Services Agreements, the Debtors and the BMI Affiliates share executive services, financial and general business services, information technology services, human resource services, legal services, supply chain services, facility services, testing services,

sales and marketing services, research and development services, and other general administrative services. *Id.* ¶ 15. As part of the arrangement, executives and employees at the BMI Affiliates devote part of their time to the operations and service of the Debtors. *Id.* Due to the shared services arrangement, there is overlap in each entity’s resources, and employees of the BMI Affiliates often perform work on behalf of BMI. *Id.*

#### **D. The BMI Indemnity Agreement**

17. On September 28, 2023, BMI, on the one hand, and MTI and SMI on the other hand, entered into that certain Indemnity Agreement (the “**BMI Indemnity Agreement**”), pursuant to which BMI agreed to indemnify, defend, and hold harmless the BMI Affiliates for any Losses (as defined in the BMI Indemnity Agreement) arising directly or indirectly from (i) Indemnitor Liabilities<sup>5</sup> and (ii) reimbursement or other obligations of the BMI Affiliates under or in respect of any appeal bonds or similar litigation-related surety contracts that are or have been posted or entered into, or that may in the future be posted or entered into, by the BMI Affiliates in connection with proceedings in respect of or related to any Indemnitor Liabilities (the “**BMI Indemnity**”). Gordon Decl. ¶ 16; *see also id.*, Ex. A § 2. BMI’s obligations under the BMI Indemnity are subject to a cap—*i.e.*, the lesser of (x) the value as of the Indemnity Effective Time (as defined in the BMI Indemnity Agreement) of the Indemnitor’s assets; and (y) the obligations under the MTI Credit Agreement. *Id.* ¶ 17.

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<sup>5</sup> “Indemnitor Liabilities” is defined in the BMI Indemnity Agreement as “any Liabilities related in any way to (i) Indemnitor Assets or (ii) alleged conduct of or failures to act by Indemnitor, including, without limitation, any such conduct or failures to act relating to products mined or sold by Indemnitor. Gordon Decl., Ex. A at p. 3. “Indemnitor Assets” is defined in the BMI Indemnity Agreement as “any assets at any time owned or operated by Indemnitor.” *Id.*

18. The BMI Indemnity was provided to the BMI Affiliates in exchange for a (i) release of BMI from its obligations under the MTI Financing Agreements<sup>6</sup>—under which substantially all of BMI’s assets were pledged as security (the “**Release Transaction**”); (ii) maintenance of certain surety bonds in respect of BMI’s operations; (iii) continued insurance coverage to BMI and BVT, at the same level of insurance in place as of the date of the BMI Indemnity Agreement; (iv) prepayment by MTI or SMI of up to \$1.2 million on account of certain amounts owed to employees, utilities, and vendors critical to BMI’s operations, without any corresponding repayment obligations; and (v) cooperation with the transfer of certain intellectual property assets used in BMI’s talc business to a purchaser in connection with the sale of all or substantially all of such business. *Id.*

19. The BMI Indemnity Agreement provides significant benefits to BMI. Gordon Decl. ¶ 18. First, it reduces the complexity and associated expense of the sale of BMI’s assets (the “**Sale**”) and the Chapter 11 Cases as a result of the Release Transaction. *Id.* Previously, BMI’s obligations under the MTI Credit Agreement were secured by substantially all of the assets of BMI. *Id.* Without the benefit of the Release Transaction and BMI’s designation as an “Unrestricted Subsidiary” under the MTI Financing Agreements, the Debtors may have faced significant hurdles in respect of the Sale and their decision to commence the Chapter 11 Cases. *Id.* Rather than enter into bankruptcy with hundreds of millions of dollars of secured debt and

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<sup>6</sup> BMI was previously (i) a guarantor under that certain Indenture, dated as of June 30, 2020, among MTI, the Guarantors from time to time parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “**MTI Indenture**”), relating to MTI’s 5.000% Senior Notes due 2028, and (ii) a direct obligor under that certain Credit Agreement, dated as of May 9, 2014 (as amended by the Refinancing Facility Agreement, dated as of June 23, 2015, the Second Amendment, dated as of February 14, 2017, the Third Amendment and Incremental Facility Amendment, dated as of April 18, 2018 and the Refinancing Facility Agreement, dated as of August 11, 2022, and as otherwise amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**MTI Credit Agreement**” and together with the MTI Indenture, the “**MTI Financing Agreements**”), among MTI, the Borrowing Subsidiaries party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto. Gordon Decl. ¶ 17 n.6.

publicly-traded notes obligations, the Release Transaction resulted in a dramatic reduction of BMI's secured and unsecured obligations and eliminated significant potential objectors to the goals the Debtors seek to achieve in the Chapter 11 Cases. *Id.* Second, BMI obtained assurance of both insurance coverage and surety bond availability at no cost to BMI. Third, BMI ensured the prepayment of certain expenses critical to its operations in advance of any filing, further smoothing its transition into bankruptcy, and with no parallel repayment obligation to MTI. *Id.* Finally, MTI agreed to transfer—and bear the costs to transfer—certain intellectual property used in BMI's talc business to a purchaser in connection with the sale or potential sale of all or substantially all of BMI's talc business. *Id.*

## II. TALC LITIGATION

### A. The Talc Claims and Historical Settlement of Talc Claims

20. BMI is facing significant potential liabilities as a result of hundreds of claims brought by plaintiffs primarily alleging personal injuries caused by exposure to talc allegedly contaminated with asbestos that was mined, beneficiated, processed, and sold by BMI (the “**Talc Claims**”). Gordon Decl. ¶ 19. As of the Petition Date, BMI and certain BMI Affiliates have been sued in over 880 cases asserting Talc Claims. *Id.*

21. Prior to 2018, BMI had been sued in only 14 lawsuits alleging Talc Claims. Gordon Decl. ¶ 20. In 2018 and 2019, plaintiffs began filing Talc Claims at an increasing pace, rising to 18 in 2018 and 48 in 2019. *Id.* The number of claims increased to 93 in 2020, 169 in 2021, and 205 in 2022. *Id.* As of the Petition Date, there are approximately 555 pending Talc Claims. *Id.* No cases alleging Talc Claims against BMI have gone to trial. *Id.*

22. Historically, Pfizer settled Talc Claims and obtained releases for BMI and the BMI Affiliates, given Pfizer's indemnification obligations under the Reorganization Agreement. *Id.* ¶ 21. When BMI and/or a BMI Affiliate was named in a lawsuit that alleged pre-Reorganization

Date exposure to talc, the claim would be tendered to and typically independently resolved by Pfizer. *Id.* However, a dispute has arisen with Pfizer with respect to the scope of its indemnity obligations under the Reorganization Agreement, and Pfizer has recently begun to unilaterally settle certain actions without obtaining a release for BMI or the BMI Affiliates, leaving BMI and the BMI Affiliates to settle such actions at inflated values. *Id.* Prior to 2022, BMI had settled no Talc Claims with plaintiffs directly. *Id.* Since 2022, BMI has settled 24 Talc Claims with plaintiffs directly. *Id.*

## **B. The Talc Actions**

23. The Talc Actions are those pending actions in which one or more of the BMI Affiliates have been named as defendants. Gordon Decl. ¶ 22. The allegations at the core of the Talc Actions are the same as the Talc Claims generally. *Id.* The BMI Affiliates are alleged to be liable in connection with their relationship to, dealings with, and/or the operations of BMI, and generally, claimants do not draw a distinction as between claims and allegations against BMI and those against the BMI Affiliates. *Id.* Indeed, the Talc Actions do not allege individual injury separate and distinct from the generalized talc-related injuries allegedly suffered by all talc claimants. *Id.* As a result, it is the Debtors' view that the Covered Actions, including the already-filed Talc Actions, implicate the BMI Indemnity under the Indemnification Agreement. *Id.* ¶ 23.

24. Because the allegations and injuries from the Talc Actions stem from plaintiffs' alleged exposure to talc, and BMI is the only entity within the BMI Affiliates' corporate structure that mined, beneficiated, processed, and distributed talc, the Debtors believe there is risk that collateral estoppel, *res judicata* or record taint could occur should the Talc Actions proceed against the BMI Affiliates. *Id.* ¶ 28. The Debtors therefore anticipate that BMI will need to participate in the Talc Actions and other Covered Actions to protect itself against the risk of prejudicial preclusive legal or evidentiary findings. *Id.* ¶ 29. This presents an immediate risk, given that

certain Talc Actions have looming filing deadlines, discovery obligations, and critical hearings in the coming days and weeks. *Id.* ¶ 8. Cases in which currently assigned trial dates have been set could proceed as soon as October 16, 2023. *Id.* The Debtors estimate that participating in Covered Actions would result in substantial legal expenses and divert key resources from the Debtors' reorganization efforts, such that it would adversely affect the Debtors' reorganization efforts. *Id.* ¶¶ 33-34, 37-39.

25. Discovery in Covered Actions is also expected to be burdensome on BMI and divert the Debtors' resources away from their reorganization efforts. *Id.* ¶¶ 31-32. It is anticipated that discovery in the Covered Actions would require document discovery and testimony from BMI's employees and employees of the BMI Affiliates who provide critical services to the Debtors, which would require them to devote substantial time and attention to the Covered Actions. *Id.* And even if the discovery is directed at the BMI Affiliates instead of BMI, the Debtors expect that discovery would still burden the estates because the Debtors and the BMI Affiliates share services, thus a drain on the BMI Affiliates will negatively impact the Debtors. *Id.*

### **C. The Chapter 11 Filing**

26. The Debtors' decision to commence the Chapter 11 Cases was prompted by the growing number of Talc Claims, coupled with: (i) an increase in settlement demands with respect to Talc Claims; (ii) the unavailability of insurance coverage due to allegations of asbestos contamination; (iii) the unwillingness of Pfizer, despite its contractual indemnification obligations, to provide comprehensive indemnification for BMI's mounting potential liability exposure; and (iv) an anticipated increase in the number of Talc Claims that are not covered by insurance or indemnification. Gordon Decl. ¶ 5.

27. The primary purpose of the Chapter 11 Cases is to address and comprehensively resolve BMI's liabilities arising out of the production and distribution of talc. *Id.* ¶ 6. The Debtors

intend to achieve this goal by continuing to negotiate—and ultimately confirming—a plan of reorganization that creates a section 524(g) trust vested with substantial assets for the benefit of current and future talc claimants and provides for a channeling injunction prohibiting claimants from asserting claims arising from talc mined, produced, or sold by BMI against the Debtors or any BMI Affiliate. *Id.*

28. Prior to the Petition Date, BMI took steps to further its reorganization purpose. These steps included among other things, (i) entering into nondisclosure agreements with The Gori Law Firm; Maune Raichle Hartley French & Mudd, LLC; Weitz & Luxenberg P.C.; and Simon Greenstone Panatier, PC (collectively, the “**Ad Hoc Plaintiffs’ Group**”) to facilitate negotiations regarding the possibility of a pre-arranged chapter 11 filing; (ii) engaging in substantial prepetition diligence and negotiations with the Ad Hoc Plaintiffs’ Group and its legal counsel and financial analyst (both of whom were engaged at BMI’s expense); (iii) engaging Sander Esserman of Stutzman, Bromberg, Esserman & Plifka, P.C. as the prepetition future claimants’ representative (the “**Prepetition FCR**”) to represent the interests of individuals who may in the future assert talc-related demands against BMI; (iv) engaging in a diligence process and constructive dialogue with the Prepetition FCR and his legal counsel and claims analyst (who were also engaged at BMI’s expense); and (v) entering into a debtor-in-possession financing agreement to finance the Debtors through the Chapter 11 Cases. Gordon. Decl. ¶ 7. The Debtors thus believe they have made substantial progress towards positioning themselves for a successful reorganization. *Id.*

### **ARGUMENT**

29. To facilitate the Debtors’ chapter 11 reorganization, the Court should (i) declare that the automatic stay under section 362 of the Bankruptcy Code applies and extends to prohibit the continued prosecution of, expansion of, and the filing of any additional, Covered Actions as against the BMI Affiliates, or, in the alternative, (ii) preliminarily enjoin the continued prosecution

of, expansion of, and the filing of any additional, Covered Actions as against the BMI Affiliates pursuant to section 105 of the Bankruptcy Code during the pendency of these Chapter 11 Cases, and (iii) enter a temporary restraining order enjoining the continued prosecution of, expansion of, or the filing of any additional, Covered Actions as against the BMI Affiliates.

**I. THIS COURT HAS JURISDICTION TO APPLY AND EXTEND THE AUTOMATIC STAY AND TO PRELIMINARILY ENJOIN THE COVERED ACTIONS**

30. Under 28 U.S.C. § 1334(b), this Court has jurisdiction over proceedings (a) “arising under title 11”; (b) “arising in” a case under title 11; and (c) “related to” a case under title 11. The classification of a proceeding under section 1334 depends on the connection of the proceeding to the underlying bankruptcy case.

31. “Arising under” jurisdiction “describe[s] those proceedings that involve a cause of action created or determined by a statutory provision of title 11.” *Wood v. Wood (In re Wood)*, 825 F.2d 90, 96 (5th Cir. 1987). “Arising in” jurisdiction is “not based on any right expressly created by title 11, but nevertheless, would have no existence outside of the bankruptcy.” *Id.* at 97. Finally, “related to” jurisdiction exists when the outcome of the matter “could conceivably have any effect on the estate being administered in bankruptcy.” *Fire Eagle L.L.C. v. Bischoff (In re Spillman Dev. Grp., Ltd.)*, 710 F.3d 299, 304 (5th Cir. 2013). Proceedings that invoke “arising under” or “arising in” jurisdiction are core proceedings in which this Court has full adjudicative power. *See In re Wood*, 825 F.2d at 96. Matters where this Court has “related to” jurisdiction are considered non-core. *See id.* at 97.

**A. This Court Has “Arising Under” Jurisdiction to Apply and Extend the Automatic Stay.**

32. As a threshold matter, this Court has jurisdiction to interpret the scope of the automatic stay and extend the automatic stay to the BMI Affiliates. Because the Bankruptcy Code

creates the automatic stay and provides the debtor and the court with the means to invoke it and to implement its protections, it is axiomatic that any proceeding to determine the scope and applicability of the automatic stay “arises under” the Bankruptcy Code. *See In re Brier Creek Corp. Ctr. Assoc. Ltd. P’ship*, No. 12-01855, 2013 WL 144082, at \*1 (Bankr. E.D.N.C. Jan. 14, 2013) (“A request for relief under 11 U.S.C. § 362(a)(1) to determine that the stay applies to non-debtors . . . constitute[s a] core proceeding[] arising under title 11 for which this court has jurisdiction to hear and decide.”). Alternatively, relief extending the automatic stay to a non-debtor would “arise in” the bankruptcy case involving the primary debtor. *See In re Divine Ripe, L.L.C.*, 538 B.R. 300, 306 (Bankr. S.D. Tex. 2015) (holding that a motion to extend the automatic stay to a non-debtor was “a matter that can only arise in bankruptcy”). Under either analysis, the matter is core. *See HONX, Inc. v. Those Parties Listed in Appendix A (In re HONX, Inc.)*, Adv. Pro. 22-03129, Docket No. 24 (Apr. 29, 2022 Hr’g Tr.) at 48:2-7 (Bankr. S.D. Tex. Apr. 28, 2022) (holding action to apply stay to third-party actions against non-debtors was a core matter under 28 U.S.C. § 157).<sup>7</sup> This Court therefore has jurisdiction to grant the first form of relief in this Motion.

**B. This Court Has Jurisdiction to Enjoin the Pursuit of Covered Actions Against the BMI Affiliates.**

33. This Court has both “arising in” and “related to” jurisdiction to enjoin by both temporary restraining order and preliminary injunction the pursuit of the Covered Actions as against the BMI Affiliates.

34. First, this Court has “arising in” jurisdiction to issue an injunction under section 105 of the Bankruptcy Code enjoining the Covered Actions because section 105 of the Bankruptcy

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<sup>7</sup> *See also LTL Mgmt., LLC v. Those Parties Listed on Appendix A to Complaint (In re LTL Mgmt., LLC)*, 638 B.R. 291, 302 (Bankr. D.N.J. 2022) (holding that seeking the extension of the automatic stay under section 362(a) of the Bankruptcy Code is a “core” matter, as it invokes a substantive right under the Bankruptcy Code); *see also LTL Mgmt., LLC v. Those Parties Listed on Appendix A to Complaint (In re LTL Mgmt., LLC)*, No. 21-cv-20252 (FLW), 2022 WL 190673, at \*4 (D.N.J. Jan. 21, 2022) (collecting cases).

Code has no existence outside of bankruptcy. *See In re Brier Creek Corp. Ctr. Assoc. Ltd.*, 486 B.R. 681, 685 (Bankr. E.D.N.C. 2013) (holding that the bankruptcy court had “arising in” jurisdiction over the debtors’ request for a 105 injunction).<sup>8</sup>

35. Second, this Court has “related” to jurisdiction to enjoin Covered Actions through a section 105(a) injunction under the “conceivable effects” test. 28 U.S.C. § 1334(b). Under this test, a bankruptcy court has “related to” jurisdiction if the outcome “could alter the debtor’s rights, liabilities, options, or freedom of action (either positively or negatively) and which *in any way* impacts upon the handling and administration of the bankruptcy estate.” *In re Spillman Dev. Grp., Ltd.* 710 F.3d at 304 (emphasis in original) (internal citations omitted). Courts have thus found “related to” jurisdiction over third-party claims against non-debtors when (i) the third-party claims center on the debtors’ product or operations or the third-party claims implicate indemnification obligations owed by the debtor; (ii) continued litigation of the claims would impact the debtor’s reorganization efforts; (iii) collateral estoppel may later bar the debtor from defending against claims that proceed against non-debtor third parties without the debtor’s involvement; and (iv) continued litigation of the claims would deplete or affect property of the estate.<sup>9</sup>

36. This Court has “related to” jurisdiction over this matter and the Covered Actions for several reasons. First, there exists an identity of interest between the BMI Affiliates and BMI

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<sup>8</sup> *See also In re Aldrich Pump LLC*, No. 20-30608 (JCW), 2021 WL 3729335, at \*24 (Bankr. W.D.N.C. Aug. 23, 2021) (same); *Lyondell Chem. Co. v. CenterPoint Energy Gas Servs. Inc. (In re Lyondell Chem. Co.)*, 402 B.R. 571, 586 (Bankr. S.D.N.Y. 2009) (same, and also finding “arising under” jurisdiction).

<sup>9</sup> *See, e.g., Nat’l Union Fire Ins. v. BSA (In re BSA)*, 650 B.R. 87, 126-33 (D. Del. 2023) (affirming bankruptcy court’s finding of related to jurisdiction because the claims against non-debtors by third parties depended on the debtor’s liability, the non-debtors held indemnification rights against debtor over the third party claims, and the debtor and non-debtors shared insurance coverage, which if depleted would reduce the property of the debtor’s estate); *In re LTL Mgmt., LLC*, 638 B.R. at 303 (finding related to jurisdiction and extending automatic stay under section 105 to non-debtor talc claims when continued litigation of talc claims effectively sought to collect and liquidate claims against the debtor and could deplete property of the estate); *In re TK Holdings*, Adv. Pro. No. 17-50880, Docket No. 64 (Tr. of Aug. 16, 2017 Hearing) at 16:17-25 (Bankr. D. Del. Aug. 23, 2017) (finding related to jurisdiction and enjoining actions against non-debtors where all claims were based on failure of the debtor’s airbags).

because BMI's conduct is at the core of the Covered Actions and forms the basis for the BMI Affiliates being named in the actions. *See infra* § III.A. Second, an identity of interest also exists because BMI is obligated to indemnify the BMI Affiliates for any liability stemming from the Covered Actions, such that any claim liquidated against the BMI Affiliates in the Covered Actions will be in effect a claim liquidated against BMI. *See infra* § III.A. Third, there is a substantial risk that should the Covered Actions continue, the preclusive doctrines of collateral estoppel, *res judicata*, and record taint could prejudice BMI, even if it does not participate in the Covered Actions, thus forcing BMI to participate in the Covered Actions to protect its interests, at the risk of the Debtors' reorganization efforts. *See infra* § III.B.1. Fourth, continued prosecution of the Covered Actions, even if BMI did not participate, would still negatively affect the Debtors' chances of a successful reorganization because discovery in the continued prosecution of the Covered Actions would divert critical estate resources from the Debtors' reorganization efforts. *See infra* § III.B.2.

37. Therefore, this Court has "related to" jurisdiction to grant the relief sought—to enjoin by temporary restraining order and preliminary injunction the continued prosecution of, expansion of, and the filing of any additional, Covered Actions pursuant to section 105 of the Bankruptcy Code. *See In re LTL Mgmt., LLC*, 638 B.R. at 302-03 (finding related to jurisdiction over extension of the automatic stay under section 105 to non-debtor talc claims).

## **II. THE AUTOMATIC STAY PROHIBITS THE CONTINUED PROSECUTION OF THE COVERED ACTIONS**

38. The automatic stay applies to the Covered Actions because they are actions that could jeopardize BMI's recovery under the Pfizer Indemnity, which is property of BMI's estate, and are thus an act to exercise control over property of the estate.

39. Section 362(a) of the Bankruptcy Code states that the filing of a bankruptcy petition “operates as a stay, applicable to all entities, of . . . (3) any act . . . to exercise control over property of the estate . . .” 11 U.S.C. § 362(a). In turn, Section 541 of the Bankruptcy Code establishes that the filing of a bankruptcy case creates an “estate.” 11 U.S.C. § 541(a). That estate includes “all legal or equitable interests of the debtor in property as of the commencement of the case,” wherever located and by whomever held. *Id.* § 541(a)(1).

40. Both BMI and the BMI Affiliates possess a right to indemnification under the Reorganization Agreement. BMI’s right to recover is property of BMI’s estate. *See S.I. Acquisition, Inc. v. Eastway Delivery Serv., Inc. (In re S.I. Acquisition, Inc.)*, 817 F.2d 1142, 1149 (5th Cir. 1987) (holding that section 362(a)(3) extends to “‘all legal or equitable interests of the debtor in property,’” which is “all-encompassing and includes rights of action as bestowed by either federal or state law”); *see also In re MortgageAmerica Corp.*, 714 F.2d 1266, 1274 (5th Cir. 1983) (“‘[A]ll legal or equitable interests of the debtor in property’ . . . is all-encompassing, and Congress meant for it to be construed commensurately.”). Prosecution of the Covered Actions against the BMI Affiliates (the co-indemnified parties) could risk the value of that asset, which is the most valuable asset in these Chapter 11 Cases.

41. For example, pursuit of Covered Actions against the BMI Affiliates may lead to the BMI Affiliates seeking indemnification from Pfizer. Given that Pfizer has recently ceased to honor its obligations, a court overseeing one or more Covered Actions may be asked, either by the relevant BMI Affiliate or Pfizer, to interpret the scope and meaning of the Pfizer Indemnity. Although the Pfizer Indemnity is uncapped, such a ruling could introduce a practical limitation on BMI’s ability to recover under the Pfizer Indemnity. The risk itself reduces the expected recovery on the Pfizer Indemnity.

42. Accordingly, to the extent a Covered Action is prosecuted against the BMI Affiliates, the Debtors' recovery under the Pfizer Indemnity may be impacted. Courts have routinely found a reduction in expected recovery to be sufficient to enjoin such actions in the analogous shared insurance context.<sup>10</sup> In short, the Covered Actions as against the BMI Affiliates threaten to deplete the Debtors' estates by negatively impacting BMI's recovery under the Pfizer Indemnity, and therefore, the automatic stay under section 362(a)(3) applies to bar prosecution of those claims.

### **III. THE COURT SHOULD DECLARE THAT THE AUTOMATIC STAY EXTENDS TO THE COVERED ACTIONS AGAINST THE BMI AFFILIATES BECAUSE UNUSUAL CIRCUMSTANCES EXIST**

43. Section 362 of the Bankruptcy Code automatically stays “the commencement or continuation . . . of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title.” 11 U.S.C. § 362(a)(1). “The purposes of the bankruptcy stay under 11 U.S.C. § 362 ‘are to protect the debtor’s assets, provide temporary relief from creditors, and further equity of distribution among the creditors by forestalling a race to the courthouse.’” *Reliant Energy Servs., Inc. v. Enron Canada Corp.*, 349 F.3d 816, 825 (5th Cir. 2003) (citing *GATX Aircraft Corp. v. M/V Courtney Leigh*, 768 F.2d 711, 716 (5th Cir. 1985)).

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<sup>10</sup> See e.g., *In re SN Liquid., Inc.*, 388 B.R. 579, 584-86 (Bankr. D. Del. 2008) (finding adverse impact on reorganization where non-debtor had rights as named or additional insured under debtors' insurance policies and noting that it would not be possible for the debtor to “treat all litigants equitably” if one litigant “proceeds with its lawsuit and as a result the [shared insurance] is diminished while other litigants honor the stay”); *ACandS, Inc. v. Travelers Cas. & Sur. Co.*, 435 F.3d 252, 260 (3d Cir. 2006) (holding that arbitration award in coverage dispute violated automatic stay because it affected terms of the debtor's insurance coverage and reduced the estate (citing *Estate of Lellock v. Prudential Ins. Co. of Am.*, 811 F.2d 186, 189 (3d Cir. 1987))).

44. Although the automatic stay under section 362 of the Bankruptcy Code typically applies only to the debtor, courts have consistently extended the automatic stay to non-debtor third parties using their authority under section 362(a) in “unusual circumstances.” *Reliant Energy Servs., Inc.*, 349 F.3d at 825 (citing *A.H. Robins Co. v. Piccinin*, 788 F.2d 994 (4th Cir. 1986)); *see also McCartney v. Integra Nat’l Bank N.*, 106 F.3d 506, 510-11 (3d Cir. 1997); *In re Philadelphia Newspapers, LLC*, 423 B.R. 98, 101 (E.D. Pa. 2010). In the Fifth Circuit—which has adopted the “unusual circumstances” test articulated in *A.H. Robins Co.*—such “unusual circumstances” exist where “there is such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant and that a judgment against the third-party defendant will in effect be a judgment or finding against the debtor.” *Reliant Energy Services*, 349 F.3d at 825 (quoting *A.H. Robins Co.*, 788 F.2d at 999); *see In re Divine Ripe, L.L.C.*, 538 B.R. at 312-13 (noting “the *A.H. Robins Co.*’s test” has been “adopted by the Fifth Circuit”).

45. In addition, courts, including courts within this Circuit, have consistently recognized that the automatic stay can be extended when a third-party action “will have immediate adverse consequences for the debtor’s estate.” *In re Mack*, No. CV 17-3587, 2018 WL 1532979, at \*3 (E.D. La. Mar. 29, 2018) (citing *Reliant Energy Servs.*, 349 F.3d at 825).<sup>11</sup> Both justifications exist here and support extending the stay under section 362(a).

46. Unusual circumstances justify extending the stay to the BMI Affiliates for two independent reasons. First, there exists an identity of interests between the BMI Affiliates and

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<sup>11</sup> *See also Gulf Coast Hotel-Motel Ass’n v. Mississippi Gulf Coast Golf Course Ass’n*, No. CIV. 108CV1430HSOJMR, 2010 WL 972248, at \*2 (S.D. Miss. Mar. 12, 2010) (recognizing stay under section 362 can extend to action against non-debtor when “such action would have a significant impact on the debtor’s ability to reorganize”); *In re Phila. Newspapers, LLC*, 407 B.R. 606, 616 (E.D. Pa. 2009) (extending automatic stay to protect debtors from “adverse consequences” that would otherwise encumber the estates); *Johns-Manville Corp. v. Asbestos Litig. Grp. (In re Johns-Manville Corp.)*, 26 B.R. 420, 436 (Bankr. S.D.N.Y. 1983) *aff’d in part In re Johns-Manville Corp.*, 40 B.R. 219 (S.D.N.Y. 1984) (holding automatic stay extension justified when the litigation “would interfere with, deplete or adversely affect property of [the] estates or which would frustrate the statutory scheme of chapter 11 or diminish [the debtor’s] ability to formulate a plan of reorganization”).

BMI because (i) BMI's actions form the basis for the BMI Affiliates' inclusion in the Covered Actions, and (ii) the Covered Actions implicate BMI's contractual indemnification obligations to the BMI Affiliates. Second, the Covered Actions will divert estate resources and immediately and adversely impact the Debtors' estates.

**A. An Identity of Interests Exists Between BMI and the BMI Affiliates Because the Covered Actions Are Essentially a Suit Against BMI.**

47. An identity of interests arises when “there is such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant and that a judgment against the third-party defendant will in effect be a judgment or finding against the debtor.” *Reliant Energy Servs.*, 349 F.3d at 825 (quoting *A.H. Robins Co.*, 788 F.2d at 999).

48. Courts find an identity of interest when (i) claims against the non-debtor and debtor advance joint responsibility for the debtor's products or operations,<sup>12</sup> or (ii) the actions against the non-debtor implicate indemnification obligations of the debtor.<sup>13</sup> Both situations exist here.

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<sup>12</sup> See, e.g., *A.H. Robins Co.*, 788 F.2d at 1014 (finding identity of interest with respect to claims arising out of use of a single device manufactured by the debtor); *In re W.R. Grace*, 386 B.R. at 30-32 (finding identity of interest where debtor's conduct and operations were “at the core” of third-party claims against non-debtors); *id.* at 39 (extending stay when non-debtor third parties’ “liability [was] alleged to arise from its dealings with Debtors”); *In re Cont'l Airlines, Inc.*, 177 B.R. 475, 479-81 (D. Del. 1993) (finding debtor was real party in interest in action against non-debtors where “the substantive allegations raised in the pleadings by plaintiffs . . . demonstrate that [the debtor] is the alleged wrongdoer in those actions and that there is an identity of interest between [the debtor] and the parties-defendant therein”); *In re Frascella Enters.*, 349 B.R. 421, 434 (Bankr. E.D. Pa. 2006) (finding identity of interests between debtor and non-debtors where the “[t]he claims of unlawful activity by the Debtor [were] the same claims of unlawful activity by the [non-debtors]” and the complaint “often [made] no distinction” between such claims); *In re BSA*, 650 B.R. at 127 (“Courts have found an identity of interest between a debtor and a non-debtor where third-party claims center on the debtor's product or operations and allege joint responsibility among the debtor and non-debtor defendants.”).

<sup>13</sup> See *Arnold v. Garlock, Inc.*, 278 F.3d 426, 436 (5th Cir. 2001) (recognizing “a formal tie or contractual indemnification” can “create such identity of interest”); *Nat'l Oilwell Varco, L.P. v. Mud King Prods., Inc.*, 2013 WL 1948766, at \*5 (S.D. Tex. May 9, 2013) (extending the automatic stay to debtors' employees because there could be “potential corporate indemnity obligations to one or more of the [debtors' employees] by virtue of a formal indemnity relationship”); *A.H. Robins Co.*, 788 F.2d at 999 (providing situation where third-party is entitled to indemnity from the debtor as a situation justifying extension of the automatic stay due to identity of interests); see also *In re Phila. Newspapers, LLC*, 407 B.R. at 616 (finding unusual circumstances when debtors “owe potential contractual and common law duties to indemnify the [n]on-[d]ebtors”); *In re Am. Film Techs., Inc.*, 175 B.R. 847, 855 (Bankr. D. Del. 1994) (finding unusual circumstances when the third-party action against the non-debtor “squarely implicate[d]” the debtor's indemnification obligations); *In re W.R. Grace & Co.*, Case No. 01-01139 (JKF), 2004 WL 954772, at \*4 (Bankr. D. Del. Apr. 29, 2004) (applying automatic stay to litigation

49. The Debtors and the BMI Affiliates share a clear identity of interest because the only basis on which the BMI Affiliates could be sued in Covered Actions involves their affiliation with BMI from 1992 to the present and BMI’s business of mining, beneficiating, processing, and selling talc. Gordon Decl. ¶¶ 22-23. Indeed, the BMI Affiliates’ liability is alleged to have arisen from their dealings with and connection to BMI—a sufficient basis on which to extend the stay. *See In re Reliance Acceptance Grp., Inc.*, Adv. A-98-310, 2000 WL 33712305, at \*5 (Bankr. D. Del. Dec. 6, 2000) (staying action against non-debtor where claims were based on non-debtor’s “alleged improper conduct engaged in with [the debtor]”). The BMI Affiliates are alleged to be liable based on their dealings with and connection to BMI, and generally, claimants do not draw a distinction as between claims and allegations against BMI and those against the BMI Affiliates. *Id.* ¶ 22. Indeed, Judge Isgur, addressing a similar situation, held that “any attempt to proceed against any entity that may have liability arising out of its dominion or control of the Debtor” would be a violation of the stay and that the automatic stay serves as an injunction staying any such action. *In re HONX, Inc.*, Adv. Pro. 22-03129, Docket No. 6 at ¶ 1.

50. In short, an identity of interests exists because it is BMI’s operations and conduct that is at the core of the claims raised in the Talc Actions, thus supporting application of the automatic stay to the BMI Affiliates. *See, e.g., id.*<sup>14</sup>

51. Indemnity obligations owed by BMI to the BMI Affiliates also establish an identity of interests. Pursuant to the BMI Indemnity Agreement, BMI is contractually obligated to “indemnify, defend and hold harmless” the BMI Affiliates for any losses arising directly or

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between two non-debtor parties where one of the parties was entitled to contractual indemnity from the debtor on account of such claims and amending preliminary injunction order to include such action).

<sup>14</sup> *See also In re LTL Mgmt., LLC*, 638 B.R. at 306 (extending automatic stay when “the talc claims against the [non-debtor affiliates] involve the same products, the same time periods, same alleged injuries, and same evidence as claims against Debtor.”); *In re W.R. Grace*, 386 B.R. at 32, 36-37 (extending automatic stay when it was the debtors’ operations and conduct that were “at the core” of the third-party claims against the non-debtors).

indirectly from liabilities related in any way to any assets at any time owned or operated by BMI or the alleged conduct of or any failures by BMI, including any such conduct or failures to act relating to products mined or sold by BMI. Gordon Decl. ¶ 16; *see also id.*, Ex. A § 2. The Covered Actions clearly implicate BMI’s indemnification obligations to the BMI Affiliates, as the Covered Actions arise out of the assets or conduct of BMI. Indeed, the assets, conduct, and operations of BMI are the very reasons the BMI Affiliates have been named in the Talc Actions.

52. In effect, given the nature of the claims and BMI’s indemnification obligations, litigating, settling, or seeking to establish the value of the Talc Claims against the BMI Affiliates would liquidate claims against BMI—the very same claims the Debtors seek to address through these Chapter 11 Cases. *See Reliant Energy Servs.*, 349 F.3d at 825 (an identity of interests sufficient to extend the automatic stay exists when “a judgment against the third-party defendant will in effect be a judgment or finding against the debtor”) (quoting *A.H. Robins Co.*, 788 F.2d at 999). Thus, BMI’s indemnification obligations to the BMI Affiliates necessitate the extension of the automatic stay. *See, e.g., In re Philadelphia Newspapers, LLC*, 423 B.R. at 105 (extending automatic stay when indemnification obligation would affect the property of the debtors’ estates).

53. Indeed, courts have found the existence of contractual indemnity alone is sufficient to meet the unusual circumstances test and extend the automatic stay because refusing to do so “would defeat the very purpose and intent” of the automatic stay. *See A.H. Robins Co.*, 788 F.2d at 999 (noting “[a]n illustration of” a situation where there exists an identity of interests “would be a suit against a third-party who is entitled to absolute indemnity by the debtor on account of any judgment that might result against them in the case”); *Nat’l Oilwell Varco, L.P.*, 2013 WL

1948766, at \*5-6 (staying action against third-parties because debtor’s indemnification obligations to the third-parties created an identity of interests).<sup>15</sup>

54. The preclusive effect of the doctrines of collateral estoppel and *res judicata* provide a related basis for finding an identity of interest between the Debtors and the BMI Affiliates, because if *res judicata* or collateral estoppel are applied to the Debtors, then “a judgment against the [BMI Affiliates would] in effect be a judgment or finding against the debtor.” *Reliant Energy Servs.*, 349 F.3d at 825 (quoting *A.H. Robins Co.*, 788 F.2d at 999).<sup>16</sup> As discussed below, *see infra* § III.B.1, there is substantial risk that pursuit of the Covered Actions against the BMI Affiliates outside these Chapter 11 Cases would result in the doctrines of collateral estoppel and *res judicata* being used offensively against BMI. As a result, should the Covered Actions proceed against the BMI Affiliates, collateral estoppel and *res judicata* could create a situation where “a judgment against the [BMI Affiliates] would be in effect a judgment or finding against the debtor.” *A.H. Robins Co.*, 788 at 999. The automatic stay should thus be extended because to “refuse application of the [automatic] stay” when collateral estoppel or *res judicata* could be used to preclusive effect against BMI would “defeat the very purpose and intent of the” automatic stay. *Id.*

<sup>15</sup> See also *In re Phila. Newspapers, LLC*, 407 B.R. at 616 (finding unusual circumstances when debtors “owe potential contractual and common law duties to indemnify the [n]on-[d]ebtors”); *In re Am. Film Techs., Inc.*, 175 B.R. at 855 (finding unusual circumstances when the third party action against the non-debtor “squarely implicate[d]” the debtor’s indemnification obligations); *In re W.R. Grace*, 2004 WL 954772, at \*4 (applying automatic stay to litigation between two non-debtor parties where one of the parties was entitled to contractual indemnity from the debtor on account of such claims and amending preliminary injunction order to include such action); *In re Mallinckrodt PLC*, Case No. 20-50850 (JTD), Docket No. 168 (*Transcript of Telephonic Hearing Before the Hon. John T. Dorsey* at 50:3-12 (Bankr. D. Del. Nov. 23, 2020) (“[T]he existence of contractual indemnification claims is sufficient to meet the unusual circumstances test.”)).

<sup>16</sup> See also *In re Aldrich Pump LLC*, 2021 WL 3729335, at \*30 (observing that the reasoning set forth in *A.H. Robins Co.* for extending the stay in situations where the third-party is entitled to indemnity from the debtor “applies equally where third-party litigation raises collateral estoppel and *res judicata* issues for the debtor” (citing *A.H. Robins Co.*, 788 F.2d at 999)).

**B. Absent a Stay of the Covered Actions, the Debtors' Estates Will Suffer Immediate Adverse Consequences.**

55. The shared identity of interest among BMI and the BMI Affiliates alone is a sufficient basis to extend the automatic stay to the BMI Affiliates. However, staying the Covered Actions as to the BMI Affiliates is also necessary and appropriate to prevent immediate adverse consequences because the Debtors' ability to reorganize would be threatened if the Covered Actions were allowed to continue against the BMI Affiliates. The automatic stay promotes successful reorganization by providing "the debtor and its executives with a reasonable respite from protracted litigation, during which they may have an opportunity to formulate a plan of reorganization." *A.H. Robins Co.*, 788 F.2d at 998. This purpose is defeated where the debtor must devote substantial attention and effort to overseeing or otherwise participating in ongoing litigation. *See In re W.R. Grace & Co.*, 386 B.R. 17, 35 (Bankr. D. Del. 2008) (forcing debtors to participate in third-party actions against non-debtors to prevent adverse consequences of collateral estoppel and record taint would "encumber the estates with additional litigation burdens from which the stay specifically protects them").

56. Courts thus extend the stay when "[third-party non-debtor] litigation could interfere with the reorganization of the debtor, or would interfere with, deplete or adversely affect property of the estates or which would frustrate the statutory scheme of chapter 11 or diminish the debtor's ability to formulate a plan of reorganization." *Id.* (citations and quotations omitted). Accordingly, courts often extend the automatic stay to actions against non-debtor co-defendants in at least two scenarios. The first is where there is a plausible risk that key legal or factual determinations with respect to such claims may be binding on or prejudicial to the debtor in subsequent litigation, thus

forcing the debtor to participate as a party in such actions and diverting estate resources.<sup>17</sup> The second is where the continued prosecution of the third party claims against the non-debtor would impose a burden on the debtor that would hinder its reorganization efforts, even without the debtor's formally joining in such actions.<sup>18</sup> Both situations exist here.

**1. Absent a Stay, the Risk of Collateral Estoppel, *Res Judicata*, and Record Taint Would Force BMI to Participate as a Party in the Covered Actions to Protect its Interests.**

57. Litigation of the Covered Actions outside the Chapter 11 Cases would give rise to the risk of collateral estoppel, *res judicata*, and evidentiary prejudice, such that BMI would be forced to participate as a party in the Covered Actions, thus defeating the purpose of the automatic stay.

58. Collateral estoppel—or issue preclusion—bars the re-litigation of issues. *See Test Masters Educ. Servs., Inc. v. Singh*, 428 F.3d 559, 572 (5th Cir. 2005). Collateral estoppel may be used offensively “against a non-party by a party to the prior suit.” *Terrell v. DeConna*, 877 F.2d

<sup>17</sup> *See, e.g., In re SN Liquidation, Inc.*, 388 B.R. at 585 (finding action against non-debtor subject to the automatic stay where the risk of the preclusive effects of such action would otherwise compel the debtors to participate); *In re LTL Mgmt., LLC*, 638 B.R. at 317 (extending automatic stay where there was a risk of record taint when “the evidentiary record developed in continued litigation against the [non-debtors] could prejudice [d]ebtor.”); *In re Am. Film Techs., Inc.*, 175 B.R. at 855 (extending automatic stay to third-parties when breach of contract action could expose the debtor to collateral estoppel prejudice if it did not participate in the case); *In re Mallinckrodt plc*, 2021 WL 5275781, at \*2 (D. Del. Nov. 10, 2021) (acknowledging that actions “creating significant risk of collateral estoppel and record taint to the point where the debtors would need to participate in those actions to protect their interests also satisfy the unusual circumstances test” (quotations omitted)); *In re Johns-Manville Corp.*, 40 B.R. 219, 225 (S.D.N.Y. 1984) (enjoining actions against non-debtors due to threat of evidentiary prejudice and record taint); *In re Bestwall LLC*, 606 B.R. 243, 256 (Bankr. W.D.N.C. 2019), *aff’d*, 71 F.4th 168 (4th Cir. 2023) (“Courts have concluded that the risks of collateral estoppel and *res judicata* warrant a stay of third-party litigation because allowing that litigation to proceed would thwart the purposes of the automatic stay.”).

<sup>18</sup> *See, e.g., In re Phila. Newspapers LLC*, 410 B.R. 404, 414-15 (Bankr. E.D. Pa. 2009) (extending automatic stay to protect debtors from the drain of handling discovery in third-party action); *In re Jefferson Cnty.*, 491 B.R. 277, 292 (Bankr. N.D. Ala. 2013) (extending stay when participating in discovery in non-debtor action would distract key debtor personnel from the debtor's reorganization); *In re Saxby's Coffee Worldwide, LLC*, 440 B.R. 369, 380 (Bankr. E.D. Pa. 2009) (extending stay when continued prosecution of the third-party action would divert the efforts and attention of individuals critical to the debtor's reorganization efforts or substantially involved in the debtor's operations).

1267, 1270 (5th Cir. 1989). To invoke collateral estoppel offensively, four elements must be established:

- (i) The issue under consideration in a subsequent action must be identical to the issue litigated in a prior action; (ii) The issue must have been fully and vigorously litigated in the prior action; (iii) The issue must have been necessary to support the judgment in the prior case; and (iv) There must be no special circumstance that would render [estoppel] inappropriate or unfair.

*Trinity Marine Prod., Inc. v. United States*, 812 F.3d 481, 491 (5th Cir. 2016) (alteration in original) (quoting *Kariuki v. Tarango*, 709 F.3d 495, 506 (5th Cir. 2013)).

59. To justify the extension of the automatic stay due to the risk of preclusion or record taint, courts have held that a debtor need not establish definitively the preclusive or evidentiary harm it will suffer. Rather, “it suffices to acknowledge that there *exists a risk* that [such doctrines] could adversely impact Debtor in future litigation.” *In re LTL Mgmt., LLC*, 638 B.R. at 316. The standard is not whether the “absence of collateral estoppel” can be proved—rather, it is a “broader view of the potential impact on the debtor.” *In re W.R. Grace & Co.*, 115 F. App’x 565, 570 (3d Cir. 2009). In cases such as this, the risk of collateral estoppel is enough to extend the automatic stay. *See id.* (holding risk of future preclusive consequences enough to support extending the stay).<sup>19</sup> The burden of demonstrating such risk is satisfied here.

60. For instance, the Talc Actions generally allege that BMI’s talc contained asbestos, which has, to date, never been determined by a court of law and which BMI vigorously disputes. Gordon Decl. ¶ 28. A judicial finding by a court that BMI’s talc actually contained asbestos in connection with a claim against the BMI Affiliates, or that BMI’s talc actually caused harm to

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<sup>19</sup> *See also Am. Film Techs.*, 175 B.R. at 855 (staying prosecutions of claims against non-debtors in part because those claims would expose the debtor to the risk of collateral estoppel prejudice); *In re Phila. Newspapers, LLC*, 407 B.R. at 615 n.11 (approving extension of automatic stay where issue preclusion “could operate to bar the [debtor] from raising/defending issues which were previously litigated in the” third-party action).

plaintiffs, would have significant collateral estoppel effects on BMI and the resolution of these Chapter 11 Cases. Additionally, there is a chance that, in connection with one of these Talc Actions, the BMI Affiliates and/or Pfizer seeks to litigate the scope of the Pfizer Indemnity. *Id.* ¶ 30. A judicial determination as to the scope of the Pfizer Indemnity in any court other than this one could materially impact the value of the Pfizer Indemnity and, in turn, the resolution of these Chapter 11 Cases.

61. Should prosecution of the Covered Actions continue against the BMI Affiliates, two of the collateral estoppel requirements will no doubt be met: the issues would be the same and the issue would have been necessary to support a judgment. The remaining requirements—a full and fair opportunity to litigate and no special circumstance that would render estoppel inappropriate or unfair—could also be satisfied.

62. Although the Covered Actions are currently stayed against the Debtors, should the Covered Actions continue to be litigated, another court may find that BMI has had a full and fair opportunity to litigate issues in the Covered Actions. Collateral estoppel can be applied to a non-party to the previous action when the party is in privity with a party in the prior suit. *See Meador v. Oryx Energy Co.*, 87 F. Supp. 2d 658, 664 (E.D. Tex. 2000). Here, there is a substantial risk that BMI would be found to be in privity with the BMI Affiliates. The BMI Affiliates include the direct parent corporation (SMI) and indirect parent corporation (MTI) of BMI, which shared certain services and operations with BMI during the period relevant to the Covered Actions. *See La. Highway St Gabriel, LLC v. LVS II SPE I, LLC (In re La. Highway St Gabriel, LLC)*, Nos. 20-10824, 21-1007, 2021 Bankr. LEXIS 1649, at \*9 (Bankr. M.D. La. June 21, 2021) (for purposes of preclusion, finding parent corporation and subsidiary to be in privity with each other). Indeed, courts have cautioned that this factor—the opportunity of a debtor to litigate issues—“should not

be tested, at [the debtor's] peril" when deciding whether to extend the automatic stay to a third-party. *In re W.R. Grace & Co.*, 115 F. App'x at 569.

63. With respect to the final factor—whether applying collateral estoppel would be inappropriate or unfair—there is also a significant risk that another court could find this factor to be met for the reasons discussed above: collateral estoppel can be applied to a non-party in privity with a party in a prior suit. Generally, there are four situations in which offensive collateral estoppel would be unfair:

- (i) when issue preclusion rewards a private plaintiff who could have joined the prior action; (ii) whether the seriousness of the first suit sufficiently motivated the defendant to litigate vigorously; (iii) whether the issue to be precluded was inconsistent with other prior decisions; and (iv) whether procedural opportunities would be available in the second suit that were unavailable in the first.

*In re Wyly*, No. 14-35043-BJH, 2015 Bankr. LEXIS 2829, at \*50-52 (Bankr. N.D. Tex. Aug. 24, 2015) (citing *Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 330-32 (1979)). It is not clear whether any of these problems would be present should the Covered Actions proceed against the BMI Affiliates, and the Debtors should not be forced to bear that risk. Thus, there is a substantial risk that collateral estoppel could be applied against BMI.

64. In addition, the risk of *res judicata*—or claim preclusion—further supports extension of the stay. See *In re LTL Mgmt., LLC*, 638 B.R. at 316 (the risk that *res judicata* could adversely impact the debtor in future litigation warranted extending the automatic stay). The same facts that present a risk of collateral estoppel also present a risk of *res judicata*. See *Test Masters Educ. Servs., Inc.*, 428 F.3d at 571 (holding *res judicata* arises when “(1) the parties are identical or in privity; (2) the judgment in the prior action was rendered by a court of competent jurisdiction; (3) the prior action was concluded by a final judgment on the merits; and (4) the same claim or cause of action was involved in both actions”). As noted above, the Talc Actions generally allege

that BMI's talc contained injury-causing asbestos. Therefore, a judgment in one of the Covered Actions presents a risk of *res judicata* to BMI, providing an additional basis on which to extend the stay to the BMI Affiliates.

65. Finally, continued prosecution of the Covered Actions against the BMI Affiliates carries a potential risk of record taint. In *LTL*, the bankruptcy court extended the stay to certain non-debtors, in part because “the evidentiary record developed in continued litigation against the [non-debtors] could prejudice [the debtor].” *In re LTL Mgmt., LLC*, 638 B.R. at 317; *see also In re Jefferson Cnty.*, 491 B.R. at 293 (extending automatic stay when “[e]ven if, as the [debtor] contends, an actual collateral estoppel claim might not succeed, the [debtor’s] legal position could still be adversely impacted by testimony given in the [pending action against the non-debtor] to the detriment of its positions” as a defendant in the same action).<sup>20</sup>

66. As discussed above, *see supra* § III.A, the Covered Actions arise out of a common nucleus of operative facts—the alleged harm arising out of talc mined, beneficiated, distributed, or sold by BMI. Gordon Decl. ¶ 28. Thus, even if the Covered Actions were to proceed only against the BMI Affiliates, the evidentiary record created in the Covered Actions could be used to prejudice BMI in litigation and negotiation in these Chapter 11 Cases. Because the BMI Affiliates and the Debtors share essential services, should employees of solely the BMI Affiliates be subject to discovery or testimony under oath, there is a significant risk they will be questioned about, and could taint the record for, BMI. *See Johns-Manville*, 40 B.R. at 225 (extending automatic stay due

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<sup>20</sup> *See also In re W.R. Grace*, 386 B.R. at 35 (in determining whether to extend the automatic stay, “this court takes into account the risks of collateral estoppel and record taint”); *Union Tr. Phila., LLC v. Singer Equip. Co. (In re Union Tr. Phila., LLC)*, 460 B.R. 644, 657 (E.D. Pa. 2011) (in subsequent suits, debtor could be bound by “critical factual and legal issues” determined in the proceedings against non-debtor); *see also In re Bestwall*, 606 B.R. at 256 (“Litigation of the Bestwall Asbestos Claims against the Protected Parties will create the additional risk that statement, testimony, and other evidence generated in proceedings against the Protected Parties will be used to try to establish Bestwall Asbestos Claims against the Debtor.”).

to risk of record taint and noting that “[o]nce an admission against interest is made, under oath or otherwise, by the agent of a party, that admission stands for all time,” regardless of whether the debtor “was a party to the record on which the initial testimony was taken). This risk of record taint would thus compel BMI to participate, diverting estate resources from—and endangering the success of—the Debtors’ reorganization efforts. Gordon Decl. ¶¶ 28, 33-34.

67. For the foregoing reasons, the stay should be extended here to ensure that the Debtors remain protected from the “very claims they filed bankruptcy to stop through the auspices of the automatic stay.” *In re W.R. Grace*, 386 B.R. at 32.<sup>21</sup>

**2. Absent a Stay, Critical Estate Resources Will Be Diverted From the Debtors’ Reorganization Efforts Even if the Debtors are not a Party to the Covered Actions.**

68. Even if BMI were not a party to such actions, the continued prosecution of the Covered Actions against the BMI Affiliates would impose a burden on the Debtors that would substantially hinder their reorganization efforts. Courts routinely extend the automatic stay to non-debtor third-party actions when “discovery in those proceedings would impose a burden on the debtor that would substantially hinder the debtor’s reorganization.” *In re Jefferson Cnty.*, 491 B.R. at 290 (collecting cases).<sup>22</sup>

69. Discovery in the Covered Actions would largely involve document discovery and testimony from BMI employees or individuals at the BMI Affiliates who perform services on

<sup>21</sup> See also *In re SN Liquidation, Inc.*, 388 B.R. at 585 (finding action against non-debtor subject to the automatic stay where the risk of preclusive effects of such action would otherwise compel the debtors to participate); *In re Am. Film Techs., Inc.*, 175 B.R. at 855 (extending automatic stay to third-parties when breach of contract action could expose debtor to collateral estoppel prejudice).

<sup>22</sup> See also *In re Bernhard Steiner Pianos USA, Inc.*, 292 B.R. 109, 117 (Bankr. N.D. Tex. 2002) (finding unusual circumstances sufficient to extend automatic stay because, among other reasons, the third-party action would “be a considerable drain on [the non-debtor’s] time and resources which would be better used to navigate the Debtor’s day-to-day business (and reorganization) efforts”); *In re Phila. Newspapers LLC*, 410 B.R. at 415 (extending automatic stay to protect debtors and their reorganization efforts from the drain of handling discovery in third-party action).

behalf of the Debtors. Gordon Decl. ¶¶ 31-32. Requiring those individuals to devote substantial time and attention to discovery in the Covered Actions would distract them from furthering the Debtors' reorganization efforts. *Id.* Thus, even if the discovery were directed at the BMI Affiliates and not explicitly at the Debtors, it would still negatively affect the Debtors' estates because (i) the Debtors and the BMI Affiliates share services, thus the drain of the time and resources of the BMI Affiliates and their employees who perform important work for the Debtors will negatively impact the Debtors, and (ii) BMI would still need to be involved in any discovery in the Covered Actions to ensure its interests (*e.g.*, privileges and/or confidential information) are protected. *Id.* The Debtors would thus be required to devote valuable time and resources to activities in the Covered Actions, even if BMI were not a party to them. *Id.* The stay should thus be extended to protect the Debtors' valuable, finite time and resources, which are more appropriately devoted to the Debtors' reorganization process.<sup>23</sup>

**IV. ALTERNATIVELY, THE COURT SHOULD PRELIMINARILY ENJOIN THE COVERED ACTIONS UNDER SECTION 105 OF THE BANKRUPTCY CODE BECAUSE THE DEBTORS SATISFY EACH ELEMENT JUSTIFYING PRELIMINARY INJUNCTIVE RELIEF**

70. It is also appropriate for the Court to preliminarily enjoin the Covered Actions using its authority under section 105(a). Section 105(a) of the Bankruptcy Code permits the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). This provision is “consistent with the traditional understanding that bankruptcy courts, as courts of equity, have broad authority to modify creditor-debtor relationships,” *United States v. Energy Res. Co.*, 495 U.S. 545, 549 (1990). As a result, section

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<sup>23</sup> See *In re Jefferson Cnty.*, 491 B.R. at 292 (extending stay when burden of discovery from third-party action would hinder debtor's reorganization efforts “by diverting its attention and resources away from the bankruptcy process”); see also *In re Phila. Newspapers LLC*, 410 B.R. at 415 (extending automatic stay to protect debtors and their reorganization efforts from the drain of handling discovery in third-party action); *In re Saxby's Coffee Worldwide, LLC*, 440 B.R. at 380 (extending stay when continued prosecution of the third-party action would divert the resources critical to the debtor's reorganization efforts).

105(a) permits bankruptcy courts to enjoin lawsuits where, as here, “the nondebtor and the debtor enjoy such an identity of interests that the suit against the nondebtor is essentially a suit against the debtor,” and “when the third-party action will have an adverse impact on the debtor’s ability to accomplish reorganization.” *In re Acis Cap. Mgmt., L.P.*, 604 B.R. 484, 525 (N.D. Tex. 2019), *aff’d sub nom. Matter of Acis Cap. Mgmt., L.P.*, 850 F. App’x 302 (5th Cir. 2021) (quoting *Feld v. Zale Corp. (In re Zale Corp.)*, 62 F.3d 746, 761 (5th Cir. 1995)).<sup>24</sup> Indeed, even if the Court finds that the automatic stay does not apply and cannot be extended to the Covered Actions through section 362 alone, this Court maintains the independent authority to support the integrity of BMI’s estate through issuance of an injunction pursuant to section 105(a).<sup>25</sup>

71. Courts regularly issue section 105(a) injunctions to preliminarily enjoin claims against non-debtor entities, including a debtor’s affiliates, in the context of mass tort chapter 11 cases.<sup>26</sup> In so doing, they recognize that such claims threaten the debtor’s prospects for reorganization.

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<sup>24</sup> See also *Lentz v. Cahaba Disaster Relief, LLC (In re CDP Corp.)*, 462 B.R. 615, 629 (Bankr. S.D. Miss. 2011) (“[T]he Fifth Circuit has held that a bankruptcy court may temporarily stay actions against a nondebtor under 11 U.S.C. § 105(a)” when “both ‘unusual circumstances and the pre-requisites to issuance of an injunction [are] present.’”); *In re Vistacare Grp., LLC*, 678 F.3d 218, 231 n.11 (3d Cir. 2012) (bankruptcy courts may “issue injunctive relief where parties are pursuing actions pending in other courts that threaten the integrity of a bankrupt’s estate.” (quotations omitted)).

<sup>25</sup> See e.g., *Penn Terra Ltd. v. Dep’t of Env’tl. Res.*, 733 F.2d 267, 273 (3d Cir. 1984) (explaining that under section 105 of the Bankruptcy Code, “[t]he bankruptcy court, in its discretion, may issue an appropriate injunction, even if the automatic stay is not operative”); *In re W.R. Grace & Co.*, 412 B.R. 657, 665-67 (D. Del. 2009) (granting injunction under section 105 after concluding that the automatic stay did not apply to certain governmental unit actions).

<sup>26</sup> See, e.g., *In re LTL Mgmt., LLC*, 638 B.R. at 320-21 (issuing preliminary injunction in favor of non-debtor affiliates, insurers, retailers and indemnified parties and noting that “continued litigation will have an adverse impact on the bankruptcy estate, will hinder, reorganization efforts, and will serve as a constant drain on resources and time”); *In re Bestwall LLC*, 606 B.R. at 254 (enjoining asbestos-related actions against non-debtor affiliates and noting “[i]njunctions of the type requested by the Debtor have previously and uniformly been issued in numerous [] asbestos-related cases”); *In re Aldrich Pump LLC*, 2021 WL 3729335, at \*33 (enjoining litigation against non-debtors and noting such litigation, if allowed to proceed, would “almost certainly end” the debtors’ reorganization efforts); *In re W.R. Grace*, 386 B.R. at 34 (enjoining actions against a third-party railroad that transported the debtor’s asbestos-containing products); *In re G-I Holdings, Inc.*, No. 01-30135 (RG), Adv. No. 01-3013 (RG) (Bankr. D.N.J. Feb. 22, 2002) (issuing preliminary injunction in favor of a non-debtor subsidiary of the debtor and enjoining the filing or prosecution of asbestos claims against non-debtor subsidiary); *In re Leslie*

72. To be entitled to a preliminary injunction, the moving party carries the burden of satisfying the following factors: “(a) a substantial likelihood that the movant will prevail on the merits; (b) a substantial threat that the movant will suffer irreparable injury if the injunction is not granted; (c) that the threatened injury to the movant outweighs the threatened harm an injunction may cause the party opposing the injunction; and (d) that the granting of the injunction will not disserve the public interest.” *In re CDP Corp.*, 462 B.R. at 629 (citing *In re Zale Corp.*, 62 F.3d at 765); *see also Hoover v. Morales*, 164 F.3d 221, 224 (5th Cir. 1998).<sup>27</sup> Each factor favors an injunction here.

**A. The Debtors Have a Substantial Likelihood of Succeeding on the Merits.**

73. The Debtors have a substantial likelihood of succeeding on the merits in this adversary proceeding. In the context of a section 105 preliminary injunction, the focus of the “likelihood of success” element is on the “purpose of the requested injunction.” *In re FiberTower Network Servs. Corp.*, 482 B.R. 169, 182 (Bankr. N.D. Tex. 2012) (quoting 2 Collier on Bankruptcy ¶ 105.03[1][a] (16th ed. 2012)). The crux of the inquiry is “whether this court is authorized and likely to grant the requested relief.” *Id.* at 183.

74. The Debtors seek to enjoin lawsuits against non-debtors for the duration of these Chapter 11 Cases. Fifth Circuit precedent permits a bankruptcy court to issue such an injunction

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*Controls, Inc.*, No. 10-12199 (CSS), Adv. No. 10-51394, at 4–5 (CSS) (Bankr. D. Del. July 14, 2010) (staying asbestos-related actions against current and former affiliates); *In re Combustion Eng'g, Inc.*, No. 03-10495 (JKF), Adv. No. 03-50839 (JKF) (Bankr. D. Del. Mar. 7, 2003) (order enjoining asbestos litigation against certain non-debtor affiliates); *In re Boy Scouts of America*, Adv. Pro. No. 20-50527, *Transcript of Hearing Before the Hon. Laurie Selber Silverstein* (Bankr. D. Del. Mar. 30, 2020) (overruling objection and granting preliminary injunction); *In re Kidde-Fenwal, Inc.*, Adv. Pro. No. 23-50387, *Order Preliminary Extending the Automatic Stay and Granting Certain Injunctive Relief Pursuant to 11 U.S.C. § 105* (issuing preliminary injunction for non-debtor past and present affiliates).

<sup>27</sup> The Fifth Circuit employs a sliding scale when analyzing the degree of “success on the merits” a movant must demonstrate to justify injunctive relief. *In re Hunt*, 93 B.R. 484, 492 (N.D. Tex. 1988). This involves “balancing the hardships associated with the issuance or denial of a preliminary injunction with the degree of likelihood of success on the merits.” *Id.* As discussed below, *see* §§ IV.B-C *infra.*, the balance of hardships weighs heavily in favor of the Debtors.

where “unusual circumstances” are present, including when, as here, (i) “the nondebtor and the debtor enjoy such an identity of interests that the suit against the nondebtor is essentially a suit against the debtor,” or (ii) “the third-party action will have an adverse impact on the debtor’s ability to accomplish reorganization.” *In re Acis Cap. Mgmt., L.P.*, 604 B.R. at 525 (quoting *In re Zale Corp.*, 62 F.3d at 761). Citing one or both of these concerns, courts regularly issue section 105(a) injunctions to preliminary enjoin claims against a debtor’s affiliates and other non-debtor entities in the context of mass-tort bankruptcies.<sup>28</sup>

75. As discussed above, the Debtors have thoroughly demonstrated that both unusual circumstances are present. First, there exists an identity of interests between BMI and the BMI Affiliates such that a judgment against the BMI Affiliates would constitute a judgment against BMI. *See supra* § III.A. Second the Covered Actions would have an adverse impact on the Debtors’ ability to accomplish their reorganization because (i) there is a substantial risk that should the Covered Actions continue, the preclusive doctrines of collateral estoppel, *res judicata*, and record taint could prejudice BMI, even if it does not participate in the Covered Actions, thus forcing BMI to participate in the Covered Actions to protect its interests, at the risk of the Debtors’ reorganization efforts, and (ii) continued prosecution of the Covered Actions, even without participation from BMI, would still negatively affect the Debtors’ chances of a successful reorganization because discovery in the continued prosecution of the Covered Actions would divert critical estate resources from the Debtors’ reorganization efforts. *See supra* §§ III.B.

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<sup>28</sup> *See, e.g., In re LTL Mgmt., LLC*, 638 B.R. at 320-21 (issuing preliminary injunction in favor of non-debtor affiliates, insurers, retailers and indemnified parties and noting that “continued litigation will have an adverse impact on the bankruptcy estate, will hinder, reorganization efforts, and will serve as a constant drain on resources and time”); *In re Bestwall LLC*, 606 B.R. at 254 (enjoining asbestos-related actions against non-debtor affiliates and noting “[i]njunctive of the type requested by the Debtor have previously and uniformly been issued in numerous [] asbestos-related cases”); *In re Aldrich Pump LLC*, 2021 WL 3729335, at \*33 (enjoining litigation against non-debtors and noting such litigation, if allowed to proceed, would “almost certainly end” the debtors’ reorganization efforts).

Indeed, the Debtors have already taken significant steps toward a successful reorganization, the likelihood of which may alone satisfy this prong of the test.<sup>29</sup> Accordingly, this factor therefore weighs in favor of injunctive relief.

**B. Absent Injunctive Relief, the Debtors Will Be Irreparably Harmed.**

76. The Debtors will suffer irreparable harm if the Covered Actions are allowed to proceed against the BMI Affiliates. It is well settled that a debtor satisfies the requirement of irreparable harm where it will suffer an injury “for which there is no adequate remedy at law” that is not speculative or remote, but actual and imminent. *See Daniels Health Scis., L.L.C. v. Vascular Health Scis., L.L.C.*, 710 F.3d 579, 585 (5th Cir. 2013); *Allied Home Mortg. Corp. v. Donovan*, 830 F. Supp. 2d 223, 227 (S.D. Tex. 2011). “[T]he mere fact that economic damages may be available does not always mean that a remedy at law is ‘adequate.’” *Janvey v. Alguire*, 647 F.3d 585, 600 (5th Cir. 2011).<sup>30</sup>

77. The same reasons detailed above that establish “unusual circumstances” sufficient to extend the automatic stay under section 362(a) support this factor. *See supra* §§ III.A-B. The impacts and risks to the Debtors’ restructuring efforts by the Covered Actions include, among others: (i) the risk that claims will be liquidated against the estate due to BMI’s indemnification obligations; (ii) the risk of collateral estoppel, *res judicata* and record taint, such that BMI would be forced to participate in the Covered Actions; and (iii) the drain on and diversion of the Debtors’

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<sup>29</sup> The “likelihood of success” factor has also been understood to require consideration of “the debtor’s ability to successfully reorganize.” *In re Phila. Newspapers, LLC*, 423 B.R. at 106; *see also In re W.R. Grace*, 386 B.R. at 33. The Debtors have already taken steps to further their reorganization, including, among other things, participating in prepetition discovery and negotiations with their primary creditor constituencies, obtaining debtor-in-possession financing, and commencing a robust prepetition marketing process. Gordon Decl. ¶ 7. Therefore, this alternative view of the “likelihood of success” factor is also readily met.

<sup>30</sup> Courts have also held that in the context of a bankruptcy case, “[t]he standard for the grant of a stay is generally whether the litigation could interfere with the reorganization of the debtor . . . or would interfere with, deplete or adversely affect property of [the] estates or . . . would frustrate the statutory scheme of chapter 11 or diminish [the debtor’s] ability to formulate a plan of reorganization.” *In re W.R. Grace*, 386 B.R. at 35 (quotations omitted). That standard is clearly met here, for the reasons discussed above. *See* Gordon Decl. ¶¶ 5-7.

limited resources due to discovery in the Covered Actions. *See supra* §§ III.A.-B.; *see also* Gordon Decl. ¶¶ 35-40. Indeed, certain Talc Actions have looming filing deadlines, discovery obligations, and critical hearings in the coming days and weeks. Gordon Decl. ¶ 8. Cases in which currently assigned trial dates have been set may proceed as soon as October 16, 2023. *Id.* In addition to the risks set forth above, the Debtors’ DIP financing budget illustrates that either an extended chapter 11 process or significant external litigation during the pendency of these Chapter 11 Cases could have devastating consequences. *Id.* ¶¶ 34, 39. In short, continuation of the Covered Actions would defeat the purpose of these Chapter 11 Cases and irreparably harm the Debtors, their estates, and their stakeholders.<sup>31</sup> Thus, this factor also strongly supports issuance of a preliminary injunction.

**C. The Irreparable Harm That the Debtors Would Suffer in the Absence of an Injunction Outweighs Any Prejudice to Claimants.**

78. In contrast to the irreparable harm to the Debtors, including the outsized risk to the Debtors’ reorganization posed by continued litigation of the Covered Actions outside these Chapter 11 Cases, any prejudice caused to Defendants would be minimal. Issuing an injunction will not deprive Defendants of an opportunity to pursue their Talc Claims. Instead, it would pause those alleged claims, giving the Debtors time to continue their substantial progress toward consensus on a plan of reorganization. “[I]t is well established that mere delay is insufficient to

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<sup>31</sup> *See, e.g., In re Bestwall LLC*, 606 B.R. at 255-57 (finding debtor would suffer irreparable harm absent 105 injunction because of debtor’s indemnification obligations and the threat of collateral estoppel, *res judicata*, and record taint would irreparably harm the debtor by compelling the debtor to participate in the third-party actions thus diverting key resources and personnel from the estate); *In re LTL Mgmt., LLC*, 638 B.R. at 321 (finding debtor would suffer irreparable harm absent section 105 injunction because of the debtor’s indemnification obligation and the disruption continued litigation against the non-debtors could cause to the debtor’s funding of the debtor’s trust); *In re Union Tr. Phila., LLC*, 460 B.R. at 660 (affirming bankruptcy court’s finding that debtor would suffer harm without preliminary injunction because, without “unfettered assistance,” the debtor’s “ability to reorganize is clearly diminished and [its] estate risks substantial harm if it is deprived of [nondebtors’] assistance in reorganizing”); *In re W.R. Grace*, 386 B.R. at 35 (finding that debtors would suffer harm without preliminary injunction because of risks of collateral estoppel and record taint, and if the debtors were forced to participate in the third-party action to prevent the risk of collateral estoppel, the debtors’ estate would be encumbered with additional litigation burdens).

prevent the issuance of an injunction.” *In re Bestwall LLC*, 606 B.R. at 257. The length of the pause here is likely to be relatively short, considering the progress the Debtors have made to date in working toward a consensual plan of reorganization. Indeed, the requested injunction will merely place the Defendants who have been litigating the Talc Actions outside this Court in their appropriate position: alongside all other claimants, who through their appointed representatives, are working with the Debtors to establish a trust that equitably treats and pays all current and future Talc Claims.

**D. Injunctive Relief Will Further the Public Interest by Ensuring the Debtors’ Successful Reorganization and Equitable Treatment of Defendants.**

79. Finally, preliminarily enjoining the Covered Actions against the BMI Affiliates will serve the public interest. “In bankruptcy, the public policy is to have an orderly administration of the debtor’s assets via their bankruptcy estate, such that the debtor may be able to gain a fresh start, by satisfying valid claims against that estate.” *Villarreal v. N.Y. Marine & Gen. Ins. Co. (In re OGA Charters, LLC)*, 554 B.R. 415, 426 (Bankr. S.D. Tex. 2016).<sup>32</sup> For all the reasons set forth above, a preliminary injunction of the Covered Actions is necessary to facilitate the successful reorganization of the Debtors.

80. Preliminarily enjoining the Covered Actions as against the BMI Affiliates will serve the public interest by allowing the Debtors to focus on the most important task at hand: furthering their negotiations of and confirming a chapter 11 plan. Through a plan and the establishment of a section 524(g) trust, the Debtors can resolve the Covered Actions through the

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<sup>32</sup> See also *In re FiberTower Network Servs. Corp.*, 482 B.R. at 189 (noting that “[c]ourts have often held that injunctions that facilitate reorganizations serve the public interest.”); *A.H. Robins Co.*, 788 F.2d at 1008 (recognizing the “unquestioned public interest in promoting a viable reorganization of the debtor can be said to outweigh any contrary hardship to the plaintiffs”); *In re Rickel Home Ctrs., Inc.*, 199 B.R. 498, 501 (Bankr. D. Del. 1996) (“[T]here is a strong public interest in promoting a successful Chapter 11 reorganization.”); *In re Bestwall LLC*, 606 B.R. at 258 (same, and collecting cases).

chapter 11 process, thus easing the burden on judicial resources and providing for a just and equitable recovery for Defendants.<sup>33</sup> Moreover, since enjoining the Covered Actions as against the BMI Affiliates will prevent the dissipation of assets BMI would need to expend to protect its interests in such actions, a preliminary injunction will further serve the public interest by “preserving [the Debtors’] ... assets that can be potentially used to satisfy valid claims against the bankruptcy estate.” *In re OGA Charters, LLC*, 554 B.R. at 426. This factor thus also weighs heavily in favor of granting a preliminary injunction.

#### **V. THE COURT SHOULD ISSUE A TEMPORARY RESTRAINING ORDER ENJOINING THE COVERED ACTIONS.**

81. For the same reasons that a preliminary injunction is warranted, the Debtors also request that, on an emergency basis, the Court issue a temporary restraining order prohibiting the continued prosecution of, expansion of, and filing of any additional, Covered Actions against the BMI Affiliates.

82. “A [temporary restraining order] is a ‘highly accelerated and temporary form of preliminary injunctive relief.’” *In re Ozcelebi*, No. 20-70295, 2022 WL 1529359, at \*3 (Bankr. S.D. Tex. May 13, 2022) (quoting *Island Peak Grp., LLC v. Stark*, No. 3:22-CV-00838-N, 2022 WL 1265929, at \*3 (N.D. Tex. Apr. 27, 2022)). “The standard for issuing a [temporary restraining order] is the same as the standard for issuing a preliminary injunction.” *Id.* (citing *Clark v. Prichard*, 812 F.2d 991, 993 (5th Cir. 1987)). “However, TROs are generally restricted to

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<sup>33</sup> See, e.g., *In re W.R. Grace*, 386 B.R. at 36 (extending injunction to non-debtor affiliate because “completing the reorganization process . . . [will] resolv[e] thousands of claims in a uniform and equitable manner”); *In re Aldrich Pump LLC*, 2021 WL 3729335, at \*37 (“Courts have consistently affirmed the public’s interest in a successful reorganization, which interest may be at its greatest in mass-tort bankruptcies.”); *In re LTL Mgmt., LLC*, 638 B.R. at 322 (“[T]his court holds no doubt that claim resolution through the bankruptcy process is in the public interest.”); cf. *In re Fed.-Mogul Glob. Inc.*, 684 F.3d 355, 359 (3d Cir. 2012) (recognizing that section 524(g) trusts “serve the interests of both current and future asbestos claimants” and “claimants’ interests are protected by the bankruptcy court’s power to use future earnings to compensate similarly situated tort claimants equitably”).

‘preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing, and no longer.’” *Island Peak Grp., LLC*, 2022 WL 1265929, at \*3 (quoting *Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty.*, 415 U.S. 423, 439 (1974)).

83. Here, a temporary restraining order is necessary for the same reasons set forth above in support of a preliminary injunction. *See supra* §§ IV.A.-D. The Debtors need relief immediately because there are certain Talc Actions with looming filing deadlines, discovery obligations, and critical hearings in the coming days and weeks, as well as cases in which currently-assigned trial dates are set to commence soon. Gordon Decl. ¶ 8. Moreover, Defendants’ counsel for certain Talc Actions have made clear to the Debtors their intent to continue prosecuting the Talc Actions against the BMI Affiliates in the immediate future, including by serving discovery on SMI after the Petition Date and insisting that hearings on dispositive motions scheduled for as early as October 16, 2023 go forward. *Id.* Thus, it is imperative that a temporary restraining order is entered to prevent immediate and irreparable harm to the Debtors, their estates, and their stakeholders. The Debtors therefore respectfully request that this Court enter a temporary restraining order enjoining continued prosecution of, expansion of, and the filing of any additional, Covered Actions as against the BMI Affiliates.

### **CONCLUSION**

84. For the above reasons, the Debtors respectfully request that this Court first enter an order temporarily enjoining continued prosecution of, expansion of, or the filing of any additional, Covered Actions as against the BMI Affiliates. The Debtors also request that this Court enter an order: (i) declaring that the automatic stay under section 362 of the Bankruptcy Code applies or extends to prohibit the continued prosecution of, expansion of, or the filing of any additional, Covered Actions as against the BMI Affiliates, or, in the alternative, (ii) preliminarily enjoining

continued prosecution of, expansion of, or the filing of any additional, Covered Actions as against the BMI Affiliates pursuant to section 105 of the Bankruptcy Code during the pendency of these Chapter 11 Cases.

**WHEREFORE**, for all the reasons discussed above, the Debtors respectfully request that the Court grant the Motion, enter the Proposed Order, the Temporary Restraining Order, and grant such other and further relief as may be appropriate.

*[Signature page follows]*

Dated: October 9, 2023  
Houston, Texas

Respectfully Submitted,

*/s/ John F. Higgins*

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*Proposed Counsel for Debtors and Debtors in Possession*

**CERTIFICATE OF ACCURACY**

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Local Rule 9013-1(i).

/s/ Amy C. Quartarolo

Amy C. Quartarolo

**CERTIFICATE OF SERVICE**

I certify that on October 9, 2023, I caused the Debtors' claims, noticing, and solicitation agent, Stretto, to serve a true and correct copy of the foregoing document on Defendants' counsel as listed in Appendix A to the Complaint, which is attached hereto.

/s/ John F. Higgins

John F. Higgins

**Appendix A**

| Claimant Name                                                                              | Jurisdiction                                          | Docket No./Case No. | Plaintiff's Counsel                      | Plaintiff's Counsel Mailing Address                     |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|------------------------------------------|---------------------------------------------------------|
| Acevedo, Yolando and Acevedo, Noe                                                          | Middlesex County, NJ                                  | MID-L-003625-23     | Simone Greenstone Panatier, PC           | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270         |
| Alexander-Jones, G. Ruth and James R. Jones                                                | King County, WA                                       | 22-2-18669-1 SEA    | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Anderson, Stephen & Robin                                                                  | County of Los Angeles                                 | 21STCV21966         | Deblase Brown Eyerly LLP                 | 680 South Santa Fe Ave.<br>Los Angeles, CA 90021        |
| Antinori, Francis & Jane                                                                   | St. Clair County, IL                                  | 19-L-652            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Argo, Steve (Estate of)                                                                    | Madison County, IL                                    | 19-L-0851           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Arnot, James & Betty                                                                       | St. Clair County, IL                                  | 19-L-838            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Ashelford, Susan (Estate of John Ashelford)                                                | Broward County, FL                                    | 23-002556 CA27      | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400 Dallas, TX 75270            |
| Austin, Barbara and Michael                                                                | Middlesex County, NJ                                  | MID-L-2486-22       | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| Babbitt, Laraine, Individually and as Special Administrator to Decosta, Eileen (Estate of) | Madison County, IL                                    | 20-L-1754           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Baird, Nilsa M. and Stanley                                                                | Middlesex County, NJ                                  | MID-L-002175-22AS   | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Bajo, Darrell & Jacqueline                                                                 | Madison County, IL                                    | 19-L-1502           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Baker, Tammy, Individually and as Special Administrator of Baker, Gary (Estate)            | Madison County, IL                                    | 19-L-688            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Baladejo, Maria Tatiana and Borst, Jurriaan                                                | Twenty Second Judicial Circuit, City of St. Louis, MO | 2222-CC10118        | Menges Law, LLC                          | 6400 West Main Street, Suite 1G<br>Belleville, IL 62223 |
| Ballesteros, Irma                                                                          | County of Los Angeles, CA                             | 23STCV06710         | Frost Law Firm PC                        | 273 W 7th Street<br>San Pedro, CA 90731                 |
| Barker, George & Debra                                                                     | Madison County, IL                                    | 21-L-64             | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Barnes, Timothy & Jackie                                                                   | Madison County, IL                                    | 20-L-1651           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Baron, Thomas                                                                              | County of New York, NY                                | 190076/2022         | Belluck and Fox Law Firm                 | 546 5th Ave, 5th Floor<br>New York, NY 10036            |
| Bartolo, Mona and Manuel                                                                   | Ramsey County, MN                                     | 62-CV-23-1660       | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270         |
| Basili, Gina                                                                               | Middlesex County, MA                                  | 23-0784             | Shepard Law Firm                         | 160 Federal Street<br>Boston, MA 2110                   |
| Basser, Carol                                                                              | Middlesex County, NJ                                  | LCV2023355451       | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| Bast, Donna and Bast, Larry                                                                | King County, WA                                       | 23-2-15056-2SEA     | Maune Raichle Hartley French & Mudd LLC  | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Baxter, Judith, Individually and as Special Administrator of Baxter, James (Estate)        | Madison County, IL                                    | 20-L-606            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Beaudoin, Roger                                                                            | Middlesex County, MA                                  | 2181CV06632         | Thornton Law Firm                        | 84 State Street 4th Fl.<br>Boston, MA 2109              |
| Bernatowicz, John & Joan (Estate of)                                                       | Madison County, IL                                    | 19-L-785            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |

| Claimant Name                                                                             | Jurisdiction                           | Docket No./Case No. | Plaintiff's Counsel                      | Plaintiff's Counsel Mailing Address                |
|-------------------------------------------------------------------------------------------|----------------------------------------|---------------------|------------------------------------------|----------------------------------------------------|
| Bezanilla, Bernadette & Leopoldo                                                          | Broward County, FL                     | 23-003072           | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Bisceglia, Janice                                                                         | Middlesex County, NJ                   | MID-L-003853-21AS   | Levy Konigsberg, LLP                     | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Blakey, Floyd & Valerie                                                                   | St. Clair County, IL                   | 20-L-624            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Bloomberg, Ellen G. f/e/o Jac M. Bloomberg                                                | Middlesex County, NJ                   | MID-L-2608-22       | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Blue, Kenneth & Terri                                                                     | Madison County, IL                     | 2022LA1565          | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Blunnie, Elizabeth, Individually, and as Special Administrator of MOORE, Mary (Estate of) | Madison County, IL                     | 21-L-99             | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Bolin, Ronnie                                                                             | Madison County, IL                     | 19-L-1668           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Bowers, Bernard & Jeanne                                                                  | Philadelphia Court of Common Pleas, PA | 210902481           | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Bowman, Elizabeth and Gary                                                                | County of Los Angeles, CA              | 23STCV06876         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |
| Bradley, Jude (Sr.) & Donna                                                               | St. Clair County, IL                   | 20-L-163            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Braun, James Jr.                                                                          | Madison County, IL                     | 22 LA 1010          | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Brinneman, Tyler & Aubrey                                                                 | Middlesex County, NJ                   | MID-L-3541-19AS     | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Britt, Dennis and Britt, Terri                                                            | Dallas County, Texas, TX               | DC-23-06700         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |
| Broers, Kenneth and Genene                                                                | Madison County, IL                     | 20-L-1455           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Budge, Darryl                                                                             | Middlesex County, MA                   | 2281CV02402         | Thornton Law Firm                        | 84 State Street 4th Fl.<br>Boston, MA 2109         |
| Bumstead, John (Jr.)                                                                      | St. Clair County, IL                   | 20-L-150            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Burch, Tesa Elaine (Estate of Dena Vee Powell, f/k/a Dena Burch)                          | County of New York, NY                 | 190122/2022         | Meirowitz & Wasserberg, LLP              | 1040 Sixth Avenue, Suite 12B<br>New York, NY 10018 |
| Burchette, Kimberly & Jamie                                                               | Middlesex County, NJ                   | MID-L-004582-22     | Levy Konigsberg, LLP                     | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Bus, Laura and Mark                                                                       | Middlesex County, NJ                   | MID-L-003086-22     | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Casaravilla, Walter & Tammar                                                              | County of New York, NY                 | 190296/20           | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Cash, Gary D., Individually, and as Special Administrator of Cash, Gary W. (Estate of)    | St. Clair County, IL                   | 19-L-903            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Cattani, Daniel                                                                           | Madison County, IL                     | 20-L-1194           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Cavalluzzi, John and Renee                                                                | Middlesex County, NJ                   | MID-L-002519-22     | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Chagolla, Thomas & Linda                                                                  | St. Clair County, IL                   | 20-L-157            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Chica, Juan Silva Perez and Silva, Rebeca                                                 | County of Los Angeles, CA              | 23STCV06756         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |

| Claimant Name                                                                                   | Jurisdiction                                          | Docket No./Case No. | Plaintiff's Counsel                           | Plaintiff's Counsel Mailing Address                   |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|-----------------------------------------------|-------------------------------------------------------|
| Cinelli, Carlotta, Individually, and as Special Administrator of Andrade, John (Estate of)      | St. Clair County, IL                                  | 20-L-0365           | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Clifton, Rejeana, Individually, and as Executor of Clifton, James (Estate of)                   | Middlesex County, NJ                                  | MID-L-3946-21AS     | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Clugston, David                                                                                 | St. Clair County, IL                                  | 20-L-131            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Cody, Laura and William                                                                         | Nassau, NY                                            | 603356/2022         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Colemenero, Margarita                                                                           | County of Los Angeles, CA                             | 23STCV11921         | Dean Omar Branham Shirley, LLP                | 302 N Market Street,<br>Suite 300<br>Dallas, TX 75202 |
| Collins, James & Sanalyn                                                                        | St. Clair County, IL                                  | 20-L-160            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Conti, Richard, Individually, and as Special Administrator of Conti, Patricia (Estate of)       | St. Clair County, IL                                  | 20-L-63             | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Conway, Thomas & Dorcas                                                                         | Madison County, IL                                    | 21-L-1012           | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Cook, Chris & Mary                                                                              | Madison County, IL                                    | 20-L-874            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Cooney, Tina                                                                                    | Middlesex County, NJ                                  | MID-L-2992-22AS     | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Cooper, Frederick E Jr.                                                                         | Philadelphia Court of Common Pleas, PA                | 221200021           | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Cooper, Lilo and Cooper, Leslie                                                                 | County of Los Angeles, CA                             | 23STCV15823         | The Law Office of Worthington and Caron, P.C. | 273 W. 7th Street<br>San Pedro, CA 90731              |
| Cormier, Lonnie                                                                                 | St. Clair County, IL                                  | 20-L-658            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Corum, Scott and Greta                                                                          | Middlesex County, NJ                                  | MID-L-001294-22AS   | Levy Konigsberg, LLP                          | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Costello, Margaret, Individually, and as Special Administrator of Costello, Timothy (Estate of) | St. Clair County, IL                                  | 19-L-377            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Crosby, David as Executor of the Estate of Mary Crosby                                          | Steuben County, NY                                    | E2022-0467CV        | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Cross, M., Margaret                                                                             | County of New York, NY                                | 190155/2023         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Crowder, Howard (Sr.), Howard (Jr.) & and Barbara (Estate of)                                   | Twenty Second Judicial Circuit, City of St. Louis, MO | 1922CC11645         | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Dancy, Lathan & June                                                                            | St. Clair County, IL                                  | 19-L-851            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Danz, Lillian                                                                                   | Cook, IL                                              | 2022L005591         | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Deal, Michael & Christine                                                                       | Middlesex County, NJ                                  | MIDL00055122        | Levy Konigsberg, LLP                          | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Degannett, Paul & Mary                                                                          | Middlesex County, NJ                                  | MID-L-179-22AS      | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Dellinger, John                                                                                 | Madison County, IL                                    | 19-L-307            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Delucia, Gail                                                                                   | Middlesex County, NJ                                  | MID-L-001858-23AS   | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Deng, Jian Kang and Li Ying                                                                     | County of New York, NY                                | 190114/2023         | Meirowitz & Wasserberg, LLP                   | 1040 Sixth Avenue,<br>Suite 12B<br>New York, NY 10018 |

| Claimant Name                                                                                                                    | Jurisdiction                                                           | Docket No./Case No.  | Plaintiff's Counsel                      | Plaintiff's Counsel Mailing Address                     |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------|------------------------------------------|---------------------------------------------------------|
| Deroo, Nicole                                                                                                                    | Middlesex County, NJ                                                   | MID-L-00196-22       | Simmons Hanly Conroy, LLC                | 1 Court St<br>Alton, IL 62002                           |
| Dezorzi, Rudolph & Deborah                                                                                                       | St. Clair County, IL                                                   | 19-L-874             | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Diaz, Jill, Individually and as Successor-in-interest to Pardo, Teresa Deceased; Pardo, Michael; Stanley, Joni and Pardo, Darren | County of Los Angeles, CA                                              | 23STCV08409          | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Dibello, Audra and James Gay                                                                                                     | Middlesex County, NJ                                                   | MID-L-1282-23AS      | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| Dickerson, Martha, Individually, and as Special Administrator of Dickerson, Jerry (Estate of)                                    | St. Clair County, IL                                                   | 20-L-156             | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Dobson, Jeffery & Janese                                                                                                         | Madison County, IL                                                     | 19-L-1626            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Dotson, Ronald & Rosita                                                                                                          | Middlesex County, NJ                                                   | MID-L-005986-21      | Levy Konigsberg, LLP                     | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Downing, Robert & Linda                                                                                                          | Madison County, IL                                                     | 20-L-1282            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Dudte, Robert & Nancy                                                                                                            | Madison County, IL                                                     | 20-L-1179            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Duncan, Anna                                                                                                                     | St. Clair County, IL                                                   | 20-L-180             | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Echum, Gabriel & Celina                                                                                                          | Madison County, IL                                                     | 19-L-1390            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Egert, Lewis as Personal Representative of the Estate of Ilene G. Egert, and Lewis Egert, Individually                           | County of New York, NY                                                 | 190204/2021          | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| El-Abbasi, Mohmmad, On His Own Behalf and on the Behalf of All other Satutory Beneficiaries of Patricia Anne El-Abbasi           | Maricopa County, AZ                                                    | CV2023-013113        | Ely, Betti, Ulman, Rosenblatt & Ozer     | 3200 N. Central Ave.<br>Suite 1930<br>Phoenix, AZ 85012 |
| Elmer, Denise                                                                                                                    | Middlesex County, NJ                                                   | MID-L-0656-23 AS     | Cohen, Placitella & Roth, P.C.           | 127 Maple Avenue<br>Red Bank, NJ 7701                   |
| Elmer, Robert                                                                                                                    | Oswego, NY                                                             | ECF-2022-0597        | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| Emmens, Michael and Teresa                                                                                                       | Multnomah County Circuit Court, OR                                     | 22CV21025            | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Esqueda, Guillerma C. and Roberto Esqueda, h/w                                                                                   | Middlesex County, NJ                                                   | MID-L-001887-22AS    | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| Estrella, Joseph & Patricia                                                                                                      | Madison County, IL                                                     | 20-L-205             | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Farris, Diane (Estate of John Gallo)                                                                                             | United States District Court for the Southern District of New York, NY | 1:23-cv-02023-LAK-SN | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270         |
| Faz, Rolando & Araceli                                                                                                           | Madison County, IL                                                     | 20-L-560             | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Fedlerman, Ernie, Individually and as Special Administrator of Felderman, Janice (Estate of)                                     | Madison County, IL                                                     | 20-L-1832            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                 |
| Feldman-Nagel, Sharon and Christopher Nagel                                                                                      | County of New York, NY                                                 | 190191/22            | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| Ferreira, Joseph & Stephanie                                                                                                     | Philadelphia Court of Common Pleas, PA                                 | 2112-01875           | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |
| Fields, Michael S. (Lora M. Howard)                                                                                              | Madison County, IL                                                     | 20-L-0447            | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Filip, Sharon & John                                                                                                             | County of New York, NY                                                 | EFCA2022001356       | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                      |

| Claimant Name                                                                               | Jurisdiction                                | Docket No./Case No.     | Plaintiff's Counsel                            | Plaintiff's Counsel Mailing Address                     |
|---------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------|------------------------------------------------|---------------------------------------------------------|
| Fillingim, Julia, Individually & as Special Administrator of the Estate of Baxter, Marianne | Middlesex County, NJ                        | MID-L-005085-23         | Motley Rice LLC                                | 40 Westminster St., 5th Floor<br>Providence, RI 2903    |
| Finch, Frank and Ruth                                                                       | Middlesex County, NJ                        | MID-L-005051-22         | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Fleemin, Joanne & John                                                                      | Broward County, FL                          | CACE2102220327          | Flint Law Firm                                 | 3838 Oak Lawn<br>Avenue, Suite 1000<br>Dallas, TX 75219 |
| Flynn, Michael Brian                                                                        | St. Clair County, IL                        | 19-L-615                | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Foster, Richard                                                                             | St. Clair County, IL                        | 19-L-401                | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Frissora, Annette                                                                           | Middlesex County, NJ                        | MID-L-4867-21AS         | Weitz & Luxenberg,<br>P.C.                     | 700 Broadway<br>New York, NY 10003                      |
| Galan, Melvin & Louise                                                                      | County of New York, NY                      | 1902872020              | Levy Konigsberg, LLP                           | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Gallardo, Jose & Maria DeLourdes Gonzalez                                                   | County of Los Angeles<br>Superior Court, CA | BC671452                | Deblase Brown Eyerly                           | 680 South Santa Fe<br>Ave.<br>Los Angeles, CA 90021     |
| Galleciez, Kathleen                                                                         | Madison County, IL                          | 22-LA-0115              | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Galvan, Juan                                                                                | Madison County, IL                          | 20-L-218                | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Garces, Laura                                                                               | County of Alameda, CA                       | 23CV032898              | Simon Greenstone<br>Pantier, P.C.              | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270      |
| Garnes, Rosa & David                                                                        | Jefferson County<br>Supreme Court, NY       | EF2022-00000051         | Levy Konigsberg, LLP                           | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Garza, Jorge                                                                                | Middlesex County, NJ                        | MID-L-3299-21AS         | Weitz & Luxenberg,<br>P.C.                     | 700 Broadway<br>New York, NY 10003                      |
| Gee, Margaret                                                                               | County of New York, NY                      | 190076/2023             | Simon Greenstone<br>Pantier, P.C.              | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270      |
| Gibbs, Elaine and Gibbs, John                                                               | County of New York, NY                      | 190221/2023             | Simon Greenstone<br>Pantier, PC                | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270      |
| Gilbride, Ellyn                                                                             | Middlesex County, NJ                        | MID-L-002848-<br>21AS   | Levy Konigsberg, LLP                           | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Goerg, Deborah, Individually, and as Special Administrator of Goerg, Carol (Estate of)      | Madison County, IL                          | 20-L-1385               | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Golden, Gayle, Individually, and as Special Administrator of Golden, Robert (Estate of)     | Madison County, IL                          | 19-L-1654               | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Gomez, Alfredo Jr. and Herlinda                                                             | Dona Ana County, NM                         | D-307-CV-2023-<br>01077 | Simon Greenstone<br>Pantier, P.C.              | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270      |
| Goodman, Neil (Estate of) & Paula                                                           | St. Clair County, IL                        | 19-L-673                | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Graham, Scott Allen as Personal Representative of the Estate of Patricia Ann Graham         | County of New York, NY                      | 190072/2021             | Karst and Von Oiste,<br>LLP                    | 505 Main Street Port<br>Jefferson, NY 11777             |
| Gray, Juliet and Kyle                                                                       | Middlesex County, NJ                        | MID-L-000513-23-<br>AS  | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Gray, Kim                                                                                   | Middlesex County, NJ                        | MID-L-5932-19AS         | Levy Konigsberg, LLP                           | 1015 Locust, Suite 1200<br>St. Louis, MO 63101          |
| Gray, Stanley                                                                               | Madison County, IL                          | 20-L-329                | The Gori Law Firm,<br>P.C.                     | 156 N Main St<br>Edwardsville, IL 62025                 |
| Griffith, Richard and Dee                                                                   | Middlesex County, NJ                        | MID-L-154-23-AS         | Weitz & Luxenberg,<br>P.C.                     | 700 Broadway<br>New York, NY 10003                      |

| Claimant Name                                                        | Jurisdiction                                          | Docket No./Case No. | Plaintiff's Counsel                      | Plaintiff's Counsel Mailing Address                |
|----------------------------------------------------------------------|-------------------------------------------------------|---------------------|------------------------------------------|----------------------------------------------------|
| Grigoli, Salvatore and Grigoli, Vincenza                             | County of New York, NY                                | 190200/2023         | Levy Konigsberg, LLP                     | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Grimes-Love, Tony R.                                                 | Middlesex County, NJ                                  | MID-L-001991-22AS   | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Grohl, Marlin                                                        | Madison County, IL                                    | 20-L-1105           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Grover, Gary & Brenda                                                | Madison County, IL                                    | 19-L-1743           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Gudenau, Nicole (Estate of Deborah Iezzi)                            | Middlesex County, NJ                                  | MID-L-4147-22 AS    | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Gumpert, Esther                                                      | County of New York, NY                                | 190056/2022         | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Habib, Nagwa                                                         | Schenectady, NY                                       | 2021-2381           | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Haines, Michael & Shirley                                            | Madison County, IL                                    | 19-L-1394           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Hall, Rod as Personal Representative of Estate of Jim Hall           | Middlesex County, NJ                                  | MID-L-001931-23     | Levy Konigsberg, LLP                     | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Hallam, Bernice                                                      | County of Los Angeles, CA                             | 23STCV11756         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |
| Hammond, Jane and Colin                                              | County of New York, NY                                | 190162/2022         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |
| Hammonds, Gilbert & Venida                                           | Twenty Second Judicial Circuit, City of St. Louis, MO | 2022-CC01082        | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Haney, Kunigar                                                       | County of Los Angeles, CA                             | 23STCV06726         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |
| Hardin, Diana and Ronald                                             | Middlesex County, NJ                                  | MID-L-003834-22AS   | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Harlow, Keith & Lisa                                                 | Madison County, IL                                    | 20-L-162            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Harper, Meredith, As Trustee for the Next-of-Kin of Harper, Charlene | County of Ramsey, MN                                  | 62-CV-23-2656       | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |
| Harrington, Virginia                                                 | Middlesex County, NJ                                  | MID-L-006733-20AS   | Levy Konigsberg, LLP                     | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Harris, Kimberly & Michael                                           | Middlesex County, NJ                                  | MID-L-4711-21AS     | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Harter, Robert                                                       | St. Clair County, IL                                  | 20-L-0061           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025            |
| Hartman, Robert & Karen                                              | Middlesex County, NJ                                  | MID-L-953-21AS      | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                 |
| Hatcher, Kimberly                                                    | Alameda County, CA                                    | 22-CV-021209        | Simmons Hanly Conroy, LLC                | 1 Court St<br>Alton, IL 62002                      |
| Hathaway, Todd & Fayda                                               | Erie County, NY                                       | 800575/2023         | Lipsitz & Ponterio & Comerford, LLC      | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270    |
| Haynes, Charles                                                      | Madison County, IL                                    | 21-L-1301           | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101     |
| Herman, Elaine Adelia Hickey and Jacob Russell Herman Sr.            | County of Los Angeles, CA                             | 22STCV32540         | Dean Omar Branham Shirley, LLP           | 302 N Market Street, Suite 300<br>Dallas, TX 75202 |

| Claimant Name                                                                         | Jurisdiction                                          | Docket No./Case No. | Plaintiff's Counsel                           | Plaintiff's Counsel Mailing Address                  |
|---------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|-----------------------------------------------|------------------------------------------------------|
| Herman, Hickey, Adelia and Herman Sr., Jacob Russell                                  | Fairfield County, CT                                  | FBT-CV23-6124687-S  | Early, Lucarelli, Sweeney & Meisenkothen, LLC | 360 Lexington Ave., 20th Floor<br>New York, NY 10017 |
| Hill, Salena                                                                          | Madison County, IL                                    | 21-L-0019           | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Hillman-Villari, Ana                                                                  | Madison County, IL                                    | 23 MR 000080        | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Hinkle, Sandra                                                                        | Philadelphia County, PA                               | 230401956           | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Hintz, R. Christopher (Estate of Robert T. Hintz).                                    | Alameda, CA                                           | 23CV040426          | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Hoffman, Joyce                                                                        | Middlesex County, NJ                                  | MID-L-00407-22AS    | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Hoffman, Vanessa                                                                      | Middlesex County, NJ                                  | MID-L-3244-21AS     | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                   |
| Hofmaister, Sharon                                                                    | County of Los Angeles, CA                             | 23CV033743          | Kazan, McClain, Satterley & Greenwood         | 55 Harrison St. Suite 400<br>Oakland, CA 94607       |
| HoHing, Winnette                                                                      | Middlesex County, NJ                                  | MID L-2758-23 AS    | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                   |
| Holtermann, Alison, Administratrix of Holterman, Patrice                              | County of New York, NY                                | 19005821            | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                   |
| Horanyi, Tanya                                                                        | Middlesex County, NJ                                  | MID-L-001859-23AS   | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Hunt, Jimmie, Individually, and as Special Administrator of Hunt, Louise (Estate of)  | St. Clair County, IL                                  | 20-L-481            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Hutchings, Catherine                                                                  | County of New York, NY                                | 190115/2023         | Simon Greenstone Panatier, P.C.               | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270      |
| Hyrkas, Wendy                                                                         | Twenty Second Judicial Circuit, City of St. Louis, MO | 2022-CC10606        | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Iacovangelo Jean, Iacovangelo, Frank                                                  | Monroe County, NY                                     | E2023005779         | Levy Konigsberg, LLP                          | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Ingram, Jody                                                                          | Madison County, IL                                    | 2019-L-001751       | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Jackson, Alvin & Dana                                                                 | St. Clair County, IL                                  | 20-L-283            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Jackson, Jo, Individually, and as Special Administrator of Jackson, Ricky (Estate of) | Madison County, IL                                    | 20-L-617            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Jacoby, Lisa & William                                                                | County of New York, NY                                | 190174/21           | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                   |
| Jimenez, Lola & Robert                                                                | St. Clair County, IL                                  | 19-L-824            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Kachermeyer, Donald & Teresa                                                          | St. Clair County, IL                                  | 20-L-129            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| Kalpakoff, Deborah and Steve                                                          | County of Los Angeles, CA                             | 22STCV33326         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                   |
| Keshavarz-Joud, Amir and Farzi Somali, H/W                                            | Middlesex County, NJ                                  | MID-L-001409-22AS   | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                   |
| Kincaid, Donnita and Michael                                                          | Madison County, IL                                    | 22-LA-0090          | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |
| King, Rachael                                                                         | Madison County, IL                                    | 22-LA-0646          | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025              |

| Claimant Name                                                                          | Jurisdiction               | Docket No./Case No. | Plaintiff's Counsel                       | Plaintiff's Counsel Mailing Address                     |
|----------------------------------------------------------------------------------------|----------------------------|---------------------|-------------------------------------------|---------------------------------------------------------|
| Kirschner, Melanie                                                                     | Ulster County, NY          | EF2023-1417         | Belluck and Fox Law Firm                  | 546 5th Ave, 5th Floor<br>New York, NY 10036            |
| Kirschner, Melanie and Kirschner, Spencer                                              | Ulster County, NY          | EF2023-1417         | Belluck and Fox Law Firm                  | 546 5th Ave, 5th Floor<br>New York, NY 10036            |
| Knippers, Douglas (Estate of) & Warren                                                 | St. Clair County, IL       | 19-L-632            | The Gori Law Firm, P.C.                   | 156 N Main St<br>Edwardsville, IL 62025                 |
| Kopp, Christine, Individually and as Personal Representative of Kopp, John (Estate of) | Suffolk, NY                | 609596/20           | Weitz & Luxenberg, P.C.                   | 700 Broadway New<br>York, NY 10003                      |
| Kucharski. S., Robert and Kucharski, Cher                                              | Erie County, NY            | 809856/2023         | Lipsitz, Ponterio & Comerford, LLC        | 424 Main Street, Suite<br>1500<br>Buffalo, NY 14202     |
| Kursh, Gail & Primor, Zev                                                              | County of New York, NY     | 190280/2022         | Weitz & Luxenberg, P.C.                   | 700 Broadway<br>New York, NY 10003                      |
| Laine, Gherud & Tracy                                                                  | Circuit Court of Brown, WI | 021CV001269         | Hale, Skemp, Hanson, Skemp & Sleik;       | 505 King Street, Suite<br>300<br>La Crosse, WI 54601    |
| LaSalle, Jack and Dianne                                                               | King County, WA            | 23-2-08165-0 SEA    | Schroeter, Goldmark & Bender              | 401 Union Street, Suite<br>3400<br>Seattle, WA 98101    |
| Lawrence, Nancy (WD John)                                                              | County of Los Angeles, CA  | 22STCV15173         | Simon Greenstone Panatier, P.C.           | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270      |
| Lawson, David                                                                          | St. Clair County, IL       | 20-L-104            | The Gori Law Firm, P.C.                   | 156 N Main St<br>Edwardsville, IL 62025                 |
| Leblanc, Lynda and James                                                               | County of Los Angeles, CA  | 22STCV35792         | Weitz & Luxenberg, P.C.                   | 700 Broadway<br>New York, NY 10003                      |
| Lee, P. Michaelleen                                                                    | Allegheny County, PA       | 23-008055           | The Law Offices of Kapusta & Schweers LLC | 445 Fort Pitt Blvd, #500<br>Pittsburgh, PA 15219        |
| Letizia, Joseph and Donna                                                              | Middlesex County, NJ       | MID-L-002232-22AS   | The Gori Law Firm, P.C.                   | 156 N Main St<br>Edwardsville, IL 62025                 |
| Liackos, Stephen                                                                       | Madison County, IL         | 22-LA--0248         | The Gori Law Firm, P.C.                   | 156 N Main St<br>Edwardsville, IL 62025                 |
| Libell, Nelson                                                                         | Madison County, IL         | 20-L-1020           | The Gori Law Firm, P.C.                   | 156 N Main St<br>Edwardsville, IL 62025                 |
| Linscott, William                                                                      | St. Clair County, IL       | 19-L-884            | The Gori Law Firm, P.C.                   | 156 N Main St<br>Edwardsville, IL 62025                 |
| Little, B. Christopher                                                                 | Middlesex County, NJ       | MID-L-003868        | WEITZ & LUXENBERG, P.C.                   | 700 Broadway<br>New York, NY 10003                      |
| Lodovico, Cynthia                                                                      | Middlesex County, NJ       | MID-L-1418AS        | Weitz & Luxenberg, P.C.                   | 700 Broadway<br>New York, NY 10003                      |
| Lorenzo, Elizabeth f/e/o Richard                                                       | Middlesex County, NJ       | MID-L-001187-22AS   | Weitz & Luxenberg, P.C.                   | 700 Broadway<br>New York, NY 10003                      |
| Lozano, Marie T                                                                        | County of Los Angeles      | 23STCV16061         | Dean Omar Branham Shirley, LLP            | 302 N Market Street,<br>Suite 300<br>Dallas, TX 75202   |
| Lyman, John                                                                            | St. Clair County, IL       | 20-L-170            | The Gori Law Firm, P.C.                   | 156 N Main St<br>Edwardsville, IL 62025                 |
| Macron, Marilyn                                                                        | County of New York, NY     | 190214/2023         | Simon Greenstone Panatier, P.C.           | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270      |
| Maetten, Theodore and Suzzann                                                          | St. Louis County, MO       | 21SL-CC02616        | SWMW Law LLC                              | 701 Market Street, Suite<br>1000<br>St. Louis, MO 63101 |
| Mager, Jennifer and Mandracchia, John                                                  | Los Angeles, County, CA    | 23STCV09956         | Frost Law Firm PC                         | 273 W 7th Street<br>San Pedro, CA 90731                 |
| Martinez, Mary and Michael                                                             | Broward County, FL         | 22-018794 CA27      | Dean Omar Branham Shirley, LLP            | 302 N Market Street,<br>Suite 300<br>Dallas, TX 75202   |

| Claimant Name                                                                                                                                      | Jurisdiction                           | Docket No./Case No.  | Plaintiff's Counsel                            | Plaintiff's Counsel Mailing Address                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------|------------------------------------------------|------------------------------------------------------|
| Masterson, Leo and Masterson, Lori                                                                                                                 | County of New York, NY                 | 190172/2023          | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                   |
| Maute, Tucker and Munizza, Olivia                                                                                                                  | Broward County, FL                     | CACE-22-008500       | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Maynard, James, Individually and as Executor of the Estate of Orloff, John, deceased                                                               | Middlesex County, NJ                   | MID-L-4578-21        | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                   |
| Mazzarella, Chris (Estate of)                                                                                                                      | St. Clair County, IL                   | 19-L-430             | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |
| McDaniel, Rhonda, Individually and as Representative of McDaniel, Timmy (Estate of) and Jory McDaniel and Jeremy McDaniel                          | 11th Judicial District of Harris, TX   | 202078991            | Simon Greenstone<br>Pantier, P.C.              | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270      |
| McDonald, Stella                                                                                                                                   | Silver Bow County, MT                  | DV-23-157            | Kovacich Snipes<br>Johnson, P.C.               | 21 3rd St. North, Suite 301<br>Great Falls, MT 59401 |
| McDonough, Colleen                                                                                                                                 | Middlesex County, NJ                   | MID-L-001512-21AS    | Levy Konigsberg, LLP                           | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| McGill, Dawna, Individually, and as Special Administrator of Jones, Jackie Lee (Estate of)                                                         | Madison County, IL                     | 20-L-1457            | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |
| McGinnis, Tina (Bridget Burke)                                                                                                                     | Madison County, IL                     | 22-LA-0442           | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |
| McKinney, Matthew and Alejandra                                                                                                                    | San Juan, NM                           | D-1116-CV-2022-00766 | Durham, Pittard &<br>Spalding, LLP             | P.O. Box 224626<br>Dallas, TX 75222                  |
| McLean, Carretta, Individually, and as Special Administrator of McLean, Wilton (Estate of)                                                         | St. Clair County, IL                   | 20-L-183             | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |
| McMahon, April and McMahon, Norman                                                                                                                 | New York, NY                           | 811407/2023          | Lipsitz & Ponterio and<br>Simon Greenstone     | 424 Main Street, Suite 1500<br>Buffalo, NY 14202     |
| Mead, Joann, Individually, and as Special Administrator of Mead, James (Estate of)                                                                 | St. Clair County, IL                   | 19-L-895             | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |
| Meyer, Tommy and Carol                                                                                                                             | Middlesex County, NJ                   | MID-L-001860-23AS    | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Michel, Louis                                                                                                                                      | Madison County, IL                     | 20-L-1648            | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |
| Miller, Ann & Jeffrey                                                                                                                              | Middlesex County, NJ                   | MID-L-271021-AS      | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                   |
| Mize, William & Dillie                                                                                                                             | Philadelphia Court of Common Pleas, PA | 2205-1903            | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                   |
| Mokhtarian, Golshan, Individually and as Personal Rep of Abnar Ashirzadeh, Deceased and Jaklin Yazdi, Katrin Ashir and Matthew Ashir, Individually | County of Los Angeles, CA              | 22STCV30817          | Simon Greenstone<br>Pantier, P.C.              | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270      |
| Moreno, Amelia                                                                                                                                     | Middlesex County, NJ                   | MID-L-003387-22      | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Morgan, Rose June                                                                                                                                  | Middlesex County, NJ                   | MID-L-003282-23      | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Mota, Maritza                                                                                                                                      | Middlesex County, NJ                   | MID-L-005753-21      | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                   |
| Mukomela, Gwendolyn, Individually and as Special Admin for Kenneth Mukomela, Deceased                                                              | Madison County, IL                     | 22-LA-0962           | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101       |
| Mundell, Maria, Individually, and as Special Administrator of Mundell, Henry (Estate of)                                                           | St. Clair County, IL                   | 19-L-909             | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |
| Murphy, John & Janice                                                                                                                              | St. Clair County, IL                   | 20-L-514             | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025              |

| Claimant Name                                                                              | Jurisdiction                | Docket No./Case No. | Plaintiff's Counsel                           | Plaintiff's Counsel Mailing Address                    |
|--------------------------------------------------------------------------------------------|-----------------------------|---------------------|-----------------------------------------------|--------------------------------------------------------|
| Myers, James                                                                               | Ernie County, NY            | 804123/2023         | Simon Greenstone Panatier, P.C.               | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270        |
| Nally, Thomas and Nally, Louise                                                            | Middlesex County, MA        | 23-1200             | Shepard Law Firm                              | 160 Federal Street<br>Boston, MA 2110                  |
| Nasr, Yehia and Deborah                                                                    | County of New York, NY      | 190066/2023         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Nathan, Fraida (Deceased) & Yochanan                                                       | Middlesex County, NJ        | MID-L-006101-21     | Levy Konigsberg, LLP                          | 1015 Locust, Suite 1200<br>St. Louis, MO 63101         |
| Nelson, Sarahsue                                                                           | Middlesex County, NJ        | MIDL102222AS        | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Nichols, Gerald & Darlene                                                                  | Madison County, IL          | 20-L-55             | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025                |
| Nicholson, Nathan, Personal Representative of Nicholson, Harold (Estate of)                | Middlesex County, NJ        | MID-L-4402-21AS     | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Nutt, Charles & Denise                                                                     | Middlesex County, MA        | 2281CV02455         | Duffy Law, LLC                                | 70 Washington Street, Suite 405<br>Salem, MA 1970      |
| Ochoa, Gabriel                                                                             | Dona Ana County, NM         | D-307-CV-2023-01125 | Durham, Pittard & Spalding, LLP               | P.O. Box 224626<br>Dallas, TX 75222                    |
| Odom, Charles                                                                              | Middlesex County, NJ        | MID-L-4851-21AS     | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Olson, Robert                                                                              | Madison County, IL          | 20-L-1594           | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025                |
| O'Reilly, Kieran                                                                           | Cork, Ireland               | Unknown             | Coleman Legal Partners                        | 84 Talbot St 0, 0 0                                    |
| Ortiz, Johanna, Individually and as Successor-in-Interest to Perez, Maria Elena (Decedent) | County of Los Angeles, CA   | 23STCV14552         | Simmons Hanly Conroy, LLC                     | 1 Court St<br>Alton, IL 62002                          |
| Pallotta, Josephine and Pallotta, James                                                    | Middlesex County, NJ        | MID-L-003512-23     | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Parvin, Janice                                                                             | Middlesex County, NJ        | MID-L-3126-22       | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Pelley, Stephanie (Parent, Guardian Next Friend Minor Children)                            | Middlesex County, MA        | 2381CV00473         | Dean Omar Branham Shirley, LLP                | 302 N Market Street, Suite 300<br>Dallas, TX 75202     |
| Pena, Jacklyn                                                                              | Middlesex County, NJ        | MID-L-2573-22       | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Peoples, Monica                                                                            | St. Clair County, IL        | 20-L-103            | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025                |
| Perl, Rosemarie                                                                            | County of New York, NY      | 190087-2021         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Perry, L. Michael and Long, L. Lonnie                                                      | Richland County, SC         | 2023CP4004072       | Kassel McVey Attorneys at Law                 | 1330 Laurel Street P.O. Box 1476<br>Columbia, SC 29202 |
| Phelan, Marlene Theresa                                                                    | Fairfield at Bridgeport, CT |                     | Early, Lucarelli, Sweeney & Meisenkothen, LLC | 360 Lexington Ave., 20th Floor<br>New York, NY 10017   |
| Phillips, Patricia                                                                         | County of New York, NY      | 190111/2023         | Simon Greenstone Panatier, P.C.               | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270        |
| Pickering, Michelle                                                                        | County of Los Angeles, CA   | 23STCV19273         | Simon Greestone Panatier, PC                  | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270        |
| Pidge, Raymond f/e/o Pamela K                                                              | Middlesex County, NJ        | MID-L-001407-22AS   | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Poland-Stemock, DeAnna, Individually and as Executor of BOLEN, Barbara (Estate of)         | Middlesex County, NJ        | MID-L-404-22-AS     | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                     |
| Poulton, Catherine and David                                                               | County of New York, NY      | 190094/2022         | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101         |

| Claimant Name                                                                      | Jurisdiction                                          | Docket No./Case No. | Plaintiff's Counsel                           | Plaintiff's Counsel Mailing Address                   |
|------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|-----------------------------------------------|-------------------------------------------------------|
| Pream, Tamara & Francis                                                            | Madison County, IL                                    | 2022LA001068        | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Przekop, Charles & Delphine                                                        | Middlesex County, NJ                                  | MID-L-003328-21AS   | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Raschka, Julia et al., as the surviving heirs of Raschka, David, deceased          | Twenty Second Judicial Circuit, City of St. Louis, MO | 1922CC12252         | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Renwick, Joyce and Slom, Samuel                                                    | Miami-Dade County, FL                                 | 23-011345-CA-01     | Dean Omar Branham Shirley, LLP                | 302 N Market Street,<br>Suite 300 Dallas, TX 75202    |
| Reyes, Joel and Vaselaar                                                           | Allegheny County, PA                                  | GD-23-008144        | Meirowitz & Wasserberg, LLP                   | 1040 Sixth Avenue,<br>Suite 12B<br>New York, NY 10018 |
| Reyes-Vasquez, Jose and Romona                                                     | County of New York, NY                                | 190216/2021         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Rhoades, Bonnie and Rhoades, James W                                               | Cook County, IL                                       | 2023L008925         | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Richardson, Phillip and Larry Eroh                                                 | Philadelphia County, PA                               | 230303073           | Meirowitz & Wasserberg, LLP                   | 1040 Sixth Avenue,<br>Suite 12B<br>New York, NY 10018 |
| Rikkola, James E. and Rikkola, Barbara J.                                          | Madison County, IL                                    | 2023LA001060        | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |
| Robinson, Jeanne                                                                   | County of Los Angeles, CA                             | 23STCV15780         | The Law Office of Worthington and Caron, P.C. | 273 W. 7th Street<br>San Pedro, CA 90731              |
| Rodriguez, Jose and Carmen                                                         | Middlesex County, NJ                                  | MID-L-005536-22     | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Rollman, Greg                                                                      | Middlesex County, NJ                                  | MID-L-20722AS       | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Romahn, Audrey                                                                     | Philadelphia Court of Common Pleas, PA                | 211201513           | Simon Greenstone Panatier, P.C.               | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270       |
| Rosales, Rozella                                                                   | New York, NY                                          | 190189-23           | Simon Greenstone Panatier, P.C.               | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270       |
| Rosas, Silvia V., Individually & as Successor in Interes to Olilia R. Rosas, et al | County of Los Angeles, CA                             | 23STCV21311         | Frost Law Firm, P.C.                          | 273 W 7th Street<br>San Pedro, CA 90731               |
| Saams, Lucinda                                                                     | Middlesex County, NJ                                  | MID -L-1562 23 AS   | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Salem, Jennifer and Jamal                                                          | County of New York, NY                                | 190224/2022         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Santanta, Alberto and Yesenia                                                      | County of Los Angeles, CA                             | 23STCV11688         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Schaefer, Nancy                                                                    | Middlesex County, NJ                                  | MID-L-007018-21AS   | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Schlagel, Mark                                                                     | Madison County, IL                                    | 19-L-1733           | The Gori Law Firm, P.C.                       | 156 N Main St<br>Edwardsville, IL 62025               |
| Schmidt, Grace                                                                     | County of Los Angeles                                 | 23STCV18513         | Simon Greenstone Panatier, P.C.               | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270       |
| Schultz, Beth                                                                      | County of New York, NY                                | 190179/2021         | Weitz & Luxenberg, P.C.                       | 700 Broadway<br>New York, NY 10003                    |
| Sellman, Alison                                                                    | Middlesex County, NJ                                  | MID-L-3809-22       | Maune Raichle Hartley French & Mudd, LLC      | 1015 Locust, Suite 1200<br>St. Louis, MO 63101        |

| Claimant Name                                                                                  | Jurisdiction           | Docket No./Case No. | Plaintiff's Counsel                        | Plaintiff's Counsel Mailing Address                             |
|------------------------------------------------------------------------------------------------|------------------------|---------------------|--------------------------------------------|-----------------------------------------------------------------|
| Settle, Kimberly, Individually, and as Special Administrator of NELSON, Jeanne (Estate of)     | Madison County, IL     | 20-L-333            | The Gori Law Firm, P.C.                    | 156 N Main St<br>Edwardsville, IL 62025                         |
| Shakour, Farghaly & Emily                                                                      | County of New York, NY | 190097/2022         | Weitz & Luxenberg, P.C.                    | 700 Broadway<br>New York, NY 10003                              |
| Sherman, Michelle & Jeremy                                                                     | Tompkins, NY           | EF2022-0112         | Weitz & Luxenberg, P.C.                    | 700 Broadway<br>New York, NY 10003                              |
| Siebert, Jane Beverly                                                                          | Multnomah County, OR   | 23CV2279            | Nelson MacNeil Rayfield Trial Attorneys PC | 421 Water Ave NE<br>#4200<br>Albany, OR 97321                   |
| Sifuentes, Wilfredo and Carmen                                                                 | Middlesex County, NJ   | MID-L-2779-22AS     | Levy Konigsberg, LLP                       | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Simmons, Manijeh                                                                               | Bexar County, TX       | 2022-CI-3440        | Simon Greenstone Panatier, P.C.            | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270                 |
| Small, DeAnna                                                                                  | Middlesex County, NJ   | MID-L-002915-23     | Weitz & Luxenberg, P.C.                    | 700 Broadway<br>New York, NY 10003                              |
| Smee, Lesley and Smee, Graham                                                                  | Broward County, FL     | 23-017696CA 27      | Rebecca S. Vinocur, P.A.                   | 5915 Ponce De Leon Boulevard, Ste. 14<br>Coral Gables, FL 33146 |
| Smith, Audrey L., Smith Marwin L., R.S. Minor Child                                            | Cuyahoga, OH           | CV23985434          | McDermott & Hickey LLC                     | 20525 Center Ridge Rd., #200<br>Rocky River, OH 44116           |
| Smith, Margie & Chester                                                                        | Madison County, IL     | 20-L-1256           | The Gori Law Firm, P.C.                    | 156 N Main St<br>Edwardsville, IL 62025                         |
| Sniegocki, Joseph and Robbin                                                                   | Broward County, FL     | CACE-23-010939      | Maune Raichle Hartley French & Mudd, LLC   | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Sorum, Mark James and Barbara                                                                  | Alameda County, CA     | 23CV031203          | Kazan, McClain, Satterley & Greenwood      | 55 Harrison St. Suite 400<br>Oakland, CA 94607                  |
| Spayd, George Jr.                                                                              | Allegheny County, PA   | 23-010209           | The Law Office of Kapusta & Schweers, LLC  | 445 Fort Pitt Blvd, #500<br>Pittsburgh, PA 15219                |
| Speweik, Susan, Individually, and as Special Administrator of Speweik, Donald Sr., (Estate of) | Madison County, IL     | 20-L-534            | The Gori Law Firm, P.C.                    | 156 N Main St<br>Edwardsville, IL 62025                         |
| Spiegelman, Sheldon & Sandra                                                                   | County of New York, NY | 1901492021          | Lanier Law Firm                            | 10940 W. Sam Houston Pkwy N, Suite 100<br>Houston, TX 77064     |
| Spingarn, Michael & Sandra                                                                     | Westchester, NY        | 56025/2022          | Weitz & Luxenberg, P.C.                    | 700 Broadway<br>New York, NY 10003                              |
| St. John, Tanga, Individually, and as Special Administrator of Campbell, Janice (Estate of)    | St. Clair County, IL   | 20-L-262            | The Gori Law Firm, P.C.                    | 156 N Main St<br>Edwardsville, IL 62025                         |
| St. Onge, Valerie and Richard                                                                  | Middlesex County, MA   | 23-0546             | Law offices of Michael P. Joyce, P.C.      | One International Place, Suite 840<br>Boston, MA 2110           |
| Stengel, Robert                                                                                | County of New York, NY | 190212/21           | Weitz & Luxenberg, P.C.                    | 700 Broadway<br>New York, NY 10003                              |
| Stevens, Patricia and W.                                                                       | Middlesex County, NJ   | MID-L-002979        | Maune Raichle Hartley French & Mudd, LLC   | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Stone, Nicole and Joshua, h/w                                                                  | Middlesex County, NJ   | MID-L-001972-22AS   | Weitz & Luxenberg, P.C.                    | 700 Broadway<br>New York, NY 10003                              |
| Stringfellow, Thomas & Karen                                                                   | Middlesex County, NJ   | MID-L-002906-21AS   | Levy Konigsberg, LLP                       | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Strocko, Meg Amore & Jason                                                                     | Monroe County, NY      | E2022009993         | Belluck and Fox Law Firm                   | 546 5th Ave, 5th Floor<br>New York, NY 10036                    |
| Stuart, Charles & Janet                                                                        | Madison County, IL     | 20-L-1837           | The Gori Law Firm, P.C.                    | 156 N Main St<br>Edwardsville, IL 62025                         |

| Claimant Name                                                                                                | Jurisdiction                                          | Docket No./Case No. | Plaintiff's Counsel                      | Plaintiff's Counsel Mailing Address                             |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|------------------------------------------|-----------------------------------------------------------------|
| Stuck, Michele and Bannister, Jack, Individually and as Executors of the Estate of Rigby, Penelope, deceased | County of New York, NY                                | 190096/2022         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270                 |
| Suedekum, Jeri Lynn, Individually and as Administratrix of Suedekum, Almon Lynn (Estate of)                  | Middlesex County, NJ                                  | MID-L-1859-21AS     | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                              |
| Sullivan, Joan and George                                                                                    | Middlesex County, NJ                                  | MID-L-1278-23AS     | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Syed, Sadia                                                                                                  | Middlesex County, NJ                                  | MID-L-000462-23     | Levy Konigsberg, LLP                     | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Teffeteller, Jerry and Sharon                                                                                | County of Los Angeles, CA                             | 23STCV07392         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270                 |
| Teigland, Krista                                                                                             | Suffolk, NY                                           | 6036412021          | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                              |
| Temor, Roney & Diane                                                                                         | Twenty Second Judicial Circuit, City of St. Louis, MO | 1922CC12205         | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                         |
| Tishman, Carol                                                                                               | Middlesex County, NJ                                  | MID-L-5500-21-AS    | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                              |
| Townsend, Michelle                                                                                           | Middlesex County, NJ                                  | MID-L-002370-23 AS  | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Treme, Arlene, Individually and as Special Administrator of Treme, Harold (Estate of)                        | St. Clair County, IL                                  | 20-L-335            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                         |
| Treml, James                                                                                                 | Madison County, IL                                    | 21-L-133            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                         |
| Trott, Liliana (Estate of John F. Tuccori)                                                                   | Madison County, IL                                    | 22-LA-310           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                         |
| Tucker, Tewonia (Vashti DeSaussure, Deceased)                                                                | Middlesex County, NJ                                  | MID-L-005713-22     | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                              |
| Uribarri, Peter and Uribarri, Ana                                                                            | Middlesex County, NJ                                  | MID-L-3279-23AS     | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Valega, Walter & Rita                                                                                        | County of Los Angeles, CA                             | 21STCV46564         | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Vasquez, Jose Rexes & Ramona                                                                                 | County of New York, NY                                | 190216/21           | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                              |
| Vaughn, Eugenia                                                                                              | Madison County, IL                                    | 22-LA-254           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                         |
| Ventura, Theresa                                                                                             | County of New York, NY                                | 190055/21           | Weitz & Luxenberg, P.C.                  | 700 Broadway<br>New York, NY 10003                              |
| Vice, Leslie and Sylvia                                                                                      | Madison County, IL                                    | 2022-LA-001394      | Maune Raichle Hartley French & Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                  |
| Vyner, Myralynn                                                                                              | County of New York, NY                                | 190077/2023         | Simon Greenstone Panatier, P.C.          | 1201 Elm Street, Suite 3400<br>Dallas, TX 75270                 |
| Washburn, Billy & Beverly                                                                                    | Madison County, IL                                    | 20-L-634            | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                         |
| Weaver, Scott & Teresa                                                                                       | Madison County, IL                                    | 20-L-1071           | The Gori Law Firm, P.C.                  | 156 N Main St<br>Edwardsville, IL 62025                         |
| Weber, Mark, as Personal Representative of the Estate of Rhanda Weber (Deceased)                             | Broward County, FL                                    | CACE23-016220       | Rebecca S. Vinocur, P.A.                 | 5915 Ponce De Leon Boulevard, Ste. 14<br>Coral Gables, FL 33146 |
| Werner, Fred                                                                                                 | Twenty Second Judicial Circuit, City of St. Louis, MO | 2122-CC09037        | Dailey Law Firm, LLC                     | 230 S. Bemiston Ave., Suite 1470<br>St. Louis, MO 63105         |

| Claimant Name                                                                                                      | Jurisdiction                                                | Docket No./Case No. | Plaintiff's Counsel                            | Plaintiff's Counsel Mailing Address                           |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------|------------------------------------------------|---------------------------------------------------------------|
| Westover, Barbara                                                                                                  | Middlesex County, NJ                                        | MID-L-003011-22AS   | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                            |
| Wewers, Tammie, Wewers, Travis                                                                                     | Middlesex County, NJ                                        | MID-L-002885-23     | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                |
| Whittlesey, Connie, Individually, and as Special Administrator of Whittlesey, Yvonne, (Estate of)                  | St. Clair County, IL                                        | 20-L-122            | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025                       |
| Wilbanks, June & Richard                                                                                           | County of Los Angeles, CA                                   | 22STCV02413         | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                |
| Willhems, Henricus                                                                                                 | Middlesex County, NJ                                        | MID-L-5697-22-2AS   | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                            |
| Williams, Candice                                                                                                  | County of New York, NY                                      | 190253/2021         | Lanier Law Firm                                | 10940 W. Sam Houston<br>Pky N, Suite 100<br>Houston, TX 77064 |
| Williams, Teras                                                                                                    | Harris County, TX                                           | 202350984           | Simon Greenstone<br>Pاناتier, P.C.             | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270            |
| Williamson, Stephen                                                                                                | Middlesex County, NJ                                        | MID-L- 22AS         | Levy Konigsberg, LLP                           | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                |
| Wilson, James                                                                                                      | St. Clair County, IL                                        | 19-L-943            | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025                       |
| Winchester, Carrie and Matthew                                                                                     | Middlesex County, NJ                                        | MID-L-3583-20AS     | Simon Greenstone<br>Pاناتier, P.C.             | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270            |
| Winiarski, Leonard (Estate of) & Jayce, Kristopher, Jason                                                          | Twenty Second Judicial<br>Circuit, City of St. Louis,<br>MO | 1922CC11609         | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025                       |
| Wisniewski, Sonia                                                                                                  | Middlesex County, NJ                                        | MID-L-2224-21AS     | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                            |
| Wolgammott, Curtis & Elsie                                                                                         | St. Clair County, IL                                        | 20-L-98             | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025                       |
| Woznica, Wieslawa and Marek                                                                                        | Madison County, IL                                          | 2023LA000210        | Flint Cooper, LLC                              | 3838 Oak Lawn<br>Avenue, Suite 1000<br>Dallas, TX 75219       |
| Wright, Janell, Individually, and as Special Administrator of Wright, John (Estate of)                             | St. Clair County, IL                                        | 20-L-184            | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025                       |
| Yasick, Donald & Shirley                                                                                           | Madison County, IL                                          | 20-L-343            | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025                       |
| Yates, Wendy, as Personal Representative for Baran, William (Estate of)                                            | Madison County, IL                                          | 22-LA-84            | Maune Raichle<br>Hartley French &<br>Mudd, LLC | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                |
| Yates,Sisca & Christie                                                                                             | St. Clair County, IL                                        | 20-L-369            | The Gori Law Firm, P.C.                        | 156 N Main St<br>Edwardsville, IL 62025                       |
| Yerks, Shelley and Yerks, Thomas                                                                                   | Alameda County, CA                                          | 23-CV032102         | Kazan, McClain,<br>Satterley &<br>Greenwood    | 55 Harrison St. Suite<br>400 Oakland, CA 94607                |
| Zachary, Julanda                                                                                                   | County of New York, NY                                      | 190095/2022         | Weitz & Luxenberg, P.C.                        | 700 Broadway<br>New York, NY 10003                            |
| Zane, David and Zane, Rachel                                                                                       | Broward County, FL                                          | 23-013057CA27       | Simon Greenstone<br>Pاناتier, P.C.             | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270            |
| Zenar, Rose (Carla Young, As Personal Representative and Personal Representative Ad Prosequendum of the Estate of) | Middlesex County, NJ                                        | MID-L-000784-22     | Levy Konigsberg, LLP                           | 1015 Locust, Suite 1200<br>St. Louis, MO 63101                |
| Zois, Mary, individually and as Executrix of the Estate of George Zois, Deceased                                   | Suffolk, NY                                                 | 603057/2022         | Simon Greenstone<br>Pاناتier, P.C.             | 1201 Elm Street, Suite<br>3400<br>Dallas, TX 75270            |

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

|                                                      |   |                         |
|------------------------------------------------------|---|-------------------------|
|                                                      | X |                         |
| In re:                                               | : | Chapter 11              |
|                                                      | : |                         |
| BARRETTS MINERALS INC., <i>et al.</i> , <sup>1</sup> | : | Case No. 23-90794 (DRJ) |
|                                                      | : |                         |
| Debtors.                                             | : | (Jointly Administered)  |
|                                                      | : |                         |
|                                                      | X |                         |
|                                                      | : |                         |
| BARRETTS MINERALS INC., <i>et al.</i> ,              | : |                         |
|                                                      | : |                         |
| Plaintiffs,                                          | : | Adv. Pro. No. 23-03225  |
|                                                      | : |                         |
| v.                                                   | : |                         |
|                                                      | : |                         |
| THOSE PARTIES LISTED IN APPENDIX A TO                | : |                         |
| COMPLAINT and JOHN AND JANE DOES 1-                  | : |                         |
| 1000, <sup>2</sup>                                   | : |                         |
|                                                      | : |                         |
| Defendants.                                          | : |                         |
|                                                      | : |                         |
|                                                      | X |                         |

**ORDER (I) DECLARING THAT THE AUTOMATIC STAY PROHIBITS  
CERTAIN ACTIONS AGAINST NON-DEBTORS OR, IN THE ALTERNATIVE,  
(II) PRELIMINARILY ENJOINING SUCH ACTIONS PURSUANT TO 11 U.S.C. § 105**

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Barretts Minerals Inc. (8715) and Barretts Ventures Texas LLC (0787). The Debtors' address is 5605 North MacArthur Boulevard, Suite 1000, PMB 139, Irving, Texas 75038.

<sup>2</sup> A complete list of the Defendants is set forth in the caption of the Debtors' *Adversary Complaint for Declaratory and Injunctive Relief Pursuant to 11 U.S.C. § 105* [Adv. D.I. 1] ("**Complaint**") and in Appendix A thereto.

Upon the *Emergency Motion for (I) an Order (A) Declaring that the Automatic Stay Prohibits Certain Actions Against Non-Debtors or, in the Alternative, (B) Preliminarily Enjoining Such Actions Pursuant to 11 U.S.C. § 105, and (II) a Temporary Restraining Order Enjoining Certain Actions Against Non-Debtors* (the “**Motion**”) of the Debtors in the above-captioned chapter 11 cases (these “**Chapter 11 Cases**”), Barretts Ventures Texas LLC (“**BVT**”) and Barretts Minerals Inc. (“**BMI**,” and together with BVT, the “**Debtors**”), for entry of an order (this “**Order**”) (a) declaring that the automatic stay under section 362 of title 11 of the United States Code (the “**Bankruptcy Code**”) applies and extends to prohibit (i) the continued prosecution of the actions identified in Appendix A to the Complaint (the “**Talc Actions**”), (ii) the filing of any actions during the pendency of these Chapter 11 Cases that in any way relate to or arise out of the talc mined, beneficiated, processed, or sold by BMI (together with the Talc Actions, the “**Covered Actions**”) as against Minerals Technologies Inc. (“**MTI**”), Specialty Minerals Inc. (“**SMI**”), and any other non-debtor subsidiaries of MTI (the “**MTI Affiliates**” and, together with MTI and SMI, the “**BMI Affiliates**”), and (iii) the expansion of any currently-pending Covered Actions to name as a party any BMI Affiliates, or, in the alternative, (b) preliminarily enjoining the continued prosecution of, expansion of, and filing of any additional, Covered Actions pursuant to section 105 of the Bankruptcy Code during the pendency of these Chapter 11 Cases, and (c) granting related relief; as more fully set forth in the Motion; and supported by the *Declaration of David J. Gordon in Support of Debtors’ Emergency Motion for (I) an Order (A) Declaring that the Automatic Stay Prohibits Certain Actions Against Non-Debtors or, in the Alternative, (B) Preliminarily Enjoining Such Actions Pursuant to 11 U.S.C. § 105, and (II) a Temporary Restraining Order Enjoining Certain Actions Against the Non-Debtors* (the “**Gordon Declaration**”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is

a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, creditors, and other parties in interest, necessary, and appropriate; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or hereby overruled on the merits; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that the following unusual circumstances exist to extend the automatic stay to the BMI Affiliates in connection with the Covered Actions: (i) there exists an identity of interests between the Debtors and the BMI Affiliates, and (ii) the Covered Actions would have immediate adverse consequences for the Debtors' estates, and that the factors for enjoining prosecution of the Covered Actions have been met; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The automatic stay under section 362(a)(3) of the Bankruptcy Code prohibits the commencement or continuation of the Covered Actions against the BMI Affiliates.
3. The automatic stay under section 362(a)(1) of the Bankruptcy Code extends to the Covered Actions as against the BMI Affiliates.

4. Pursuant to sections 105(a) and 362(a) of the Bankruptcy Code, the continued prosecution (including, for the avoidance of doubt, as it relates to any discovery or other pretrial motion practice or proceedings) of, the naming of any BMI Affiliate in, and the filing of any additional, Covered Actions against the BMI Affiliates is enjoined during the pendency of these Chapter 11 Cases.

5. For the avoidance of doubt, the relief ordered herein shall apply to all claims asserted in the actions specified on Appendix A to the Complaint, regardless of whether the identified action has been removed, remanded, transferred, dismissed and refiled under a different case number, or is on appeal.

6. Pursuant to Rule 7065 of the Federal Rules of Bankruptcy Procedure, the Debtors are relieved from posting any security pursuant to Rule 65(c) of the Federal Rules of Civil Procedure.

7. This Order shall not affect the exceptions to the automatic stay contained in sections 362(b) of the Bankruptcy Code or the right of any party in interest to seek relief from the automatic stay in accordance with section 362(d) or 362(f) of the Bankruptcy Code.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Signed: \_\_\_\_\_, 2023

\_\_\_\_\_  
DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

|                                                      |   |                         |
|------------------------------------------------------|---|-------------------------|
| In re:                                               | : | Chapter 11              |
|                                                      | : |                         |
| BARRETTS MINERALS INC., <i>et al.</i> , <sup>1</sup> | : | Case No. 23-90794 (DRJ) |
|                                                      | : |                         |
| Debtors.                                             | : | (Jointly Administered)  |
|                                                      | : |                         |
| -----                                                | X |                         |
|                                                      | : |                         |
| BARRETTS MINERALS INC., <i>et al.</i> ,              | : |                         |
|                                                      | : |                         |
| Plaintiffs,                                          | : | Adv. Pro. No. 23-03225  |
|                                                      | : |                         |
| v.                                                   | : |                         |
|                                                      | : |                         |
| THOSE PARTIES LISTED IN APPENDIX A TO                | : |                         |
| COMPLAINT and JOHN AND JANE DOES 1-                  | : |                         |
| 1000, <sup>2</sup>                                   | : |                         |
|                                                      | : |                         |
| Defendants.                                          | : |                         |
|                                                      | : |                         |
|                                                      | X |                         |

# TEMPORARY RESTRAINING ORDER ENJOINING CERTAIN ACTIONS AGAINST NON-DEBTORS

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Barretts Minerals Inc. (8715) and Barretts Ventures Texas LLC (0787). The Debtors' address is 5605 North MacArthur Boulevard, Suite 1000, PMB 139, Irving, Texas 75038.

<sup>2</sup> A complete list of the Defendants is set forth in the caption of the Debtors' *Adversary Complaint for Declaratory and Injunctive Relief Pursuant to 11 U.S.C. § 105* [Adv. D.I. 1] ("**Complaint**") and in Appendix A thereto.

Upon the *Emergency Motion for (I) an Order (A) Declaring that the Automatic Stay Prohibits Certain Actions Against Non-Debtors or, in the Alternative, (B) Preliminarily Enjoining Such Actions Pursuant to 11 U.S.C. § 105, and (II) a Temporary Restraining Order Enjoining Certain Actions Against Non-Debtors* (the “**Motion**”) of the Debtors in the above-captioned chapter 11 cases (these “**Chapter 11 Cases**”), Barretts Ventures Texas LLC (“**BVT**”) and Barretts Minerals Inc. (“**BMI**,” and together with BVT, the “**Debtors**”), for entry of a temporary restraining order (this “**TRO**”), temporarily enjoining (i) the continued prosecution of the actions identified in Appendix A to the Complaint (the “**Talc Actions**”); (ii) the filing of any actions during the pendency of these Chapter 11 Cases that in any way relate to or arise out of the talc mined, beneficiated, processed, or sold by BMI (together with the Talc Actions, the “**Covered Actions**”) as against Minerals Technologies Inc. (“**MTI**”), Specialty Minerals Inc. (“**SMI**”), and any other non-debtor subsidiaries of MTI (the “**MTI Affiliates**” and, together with MTI and SMI, the “**BMI Affiliates**”); and (iii) the expansion of any currently-pending Covered Action to name as a party any BMI Affiliate; and granting related relief; as more fully set forth in the Motion; and supported by the *Declaration of David J. Gordon in Support of Debtors’ Emergency Motion for (I) an Order (A) Declaring that the Automatic Stay Prohibits Certain Actions Against Non-Debtors or, in the Alternative, (B) Preliminarily Enjoining Such Actions Pursuant to 11 U.S.C. § 105, and (II) a Temporary Restraining Order Enjoining Certain Actions Against Non-Debtors* (the “**Gordon Declaration**”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1409; and this Court having found that the relief requested in the Motion

is in the best interests of the Debtors' estates, creditors, and other parties in interest, necessary, and appropriate; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or hereby overruled on the merits; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that the factors for a temporary restraining order enjoining prosecution of the Covered Actions have been met; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The continued prosecution (including, for the avoidance of doubt, as it relates to any discovery or other pretrial motion practice or proceedings) of, the naming of any BMI Affiliates in, and the filing of any additional, Covered Actions against the BMI Affiliates is enjoined through and until \_\_\_\_\_, which date may be extended for good cause or consent of the parties.
3. For the avoidance of doubt, the relief ordered herein shall apply to all claims asserted in the actions specified on Appendix A to the Complaint, regardless of whether the identified action has been removed, remanded, transferred, dismissed and refiled under a different case number, or is on appeal.

4. Pursuant to Rule 7065 of the Federal Rules of Bankruptcy Procedures, the Debtors are relieved from posting any security pursuant to Rule 65(c) of the Federal Rules of Civil Procedure.

5. This Order shall not affect the exceptions to the automatic stay contained in sections 362(b) of the Bankruptcy Code or the right of any party in interest to seek relief from the automatic stay in accordance with section 362(d) or 362(f) of the Bankruptcy Code.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Signed: \_\_\_\_\_, 2023

\_\_\_\_\_  
DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE