Case No: *22-1753*

United States Court of Appeals for the Sixth Circuit

In re: SETTLEMENT DOW CORNING TRUST

Debtor

KOREAN CLAIMANTS

Interested Parties - Appellant

v.

DOW SILICONES CORPORATION; DEBTOR'S REPRESENTATIVES;

CLAIMANTS' ADVISORY COMMITTEE

Interested Parties - Appellees

FINANCE COMMITTEE

Movant - Appellee

Brief of Appellant Korean Claimants

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I. STATEMENT IN SUPPORT OF ORAL ARGUMENT

When the District Court issued Closing Order 5 on June 13, 2022, the Korean Claimants was not able to receive a notice of Closing Order 5.

Before the District Court issued it, the Korean Claimants did not know whether such order as Closing Order 5 would be issued.

The District Court issued Closing Order 5 on June 13, 2022.

The District Court in this Order ruled that (1) when the Settlement Facility is unable to locate a claimant after employing the standard procedures, the Settlement Facility categorizes the claimant as one with a 'bad address'; (2) In addition, the Settlement Facility has been distributing address verification letters to claimants who are newly eligible for a Base Payment and will continue to distribute address verification letters to claimants who become eligible for a 'base payment' in the future based on the expiration of a cure deadline. If the address verification letter is returned as undeliverable, then the claimant may be designated has having a 'bad address'. In some cases, the claimant has failed to respond to the verification mailing – but the mailing has not been returned as undeliverable; and, (3) To further assure an orderly closing and to preserve

assets, it is appropriate to establish a deadline by which the claims identified in paragraphs as above will be closed permanently. The Settlement Facility's data shows that the vast majority of responses to the verification mailings are received within 4 weeks of the verification mailing. Accordingly, to facilitate closure and to preserve assets for distribution, the Settlement Facility is directed to employ the mechanism previously authorized by the Court in Closing Order 3. The Settlement Facility shall post on its website a list of the SID numbers for those claimants who have been identified as having a "bad address" and those who have not responded to the verification mailing on or before the date that is four weeks after the mailing to those claimants. The Settlement Facility shall maintain this list on its website for 90 days. If a claimant responds on or before the end of that 90-day period, the SID number shall be removed from the posted list and the Settlement Facility will proceed to finalize processing or payment of the claim as appropriate. If the claimant does not respond on or before the end of the 90-day period, the claim shall be permanently closed.

The Korean Claimants appealed on August 25, 2022. The Korean Claimants did not have a chance to be heard for Closing Order 5. Therefore, the Korean Claimants request this Court to provide an oral argument.

II. STATEMENT OF JURISDICTION

The United States District Court Eastern District of Michigan has jurisdiction over the Amended Joint Plan of Reorganization of Dow Corning Corporation effective on June 1, 2004 ("the Plan") to resolve controversies and disputes regarding interpretation and implementation of the Plan and the Plan Documents including the SFA.

On June 13, 2022, the District Court issued Closing Order 5. The Korean Claimants filed appeal in a timely manner. The Order of the District Court is the final order which cannot be contested in the District Court. Therefore, the United States Court of Appeals for the Sixth Circuit has jurisdiction over this appeal.

III. STATEMENT OF ISSUES

The issue is whether the District Court's Closing Order 5 must be upheld considering that (1) Closing Order 5 was not served nor briefed before issuance; (2) Closing Order 5 was to impose the Korean Claimants' address update/confirmation obligation that is not in accordance with the Plan and is a violation of the Bankruptcy Code; (3) the Korean Claimants must be exempted from address update/confirmation because of laws of Korea in that counsel is not allowed without permission of the Claimants; (4) address of the Claimants is protected by attorney-client privilege under the US laws; and, (e) the practice of

the Settlement Facility that ordered the Korean Claimants to conduct address update/confirmation from May 2015 should not be excused by Closing Order 5.

IV. STATEMENT OF CASE

Following re-categorization from 6.2 Class to 6.1 Class as effective from January 2015 and quick issuance of checks of 6.2 Class in December 2014, the Settlement Facility started asking for valid, current address confirmation from May 2015. The Korean Claimants who have been asked for address update/confirmation were randomly chosen by the Settlement Facility whether or not their claim had been filed. From May 2015 to June 3, 2019, six hundred seventy six (676) Korean Claimants were asked for address update/confirmation.

However, the Korean Claimants did not want to submit their updated current address to the Settlement Facility for their personal reasons. From the beginning of 1994, when the client-attorney relationship was established with counsel, the Korean Claimants marked the box of CONFIDENTIAL for participation in the Global Settlement Program. Since then, the Korean Claimants wanted a commitment from counsel that their privacy must be kept and counsel must not send a mailing to their home and they wanted to correspond over the phone (cellular phone) if necessary and mailings from the US must not be delivered to their home.

Upon receiving a lot of complaints from the Claimants because the Settlement

Facility began sending a mailing requesting address update/confirmation to the Korean Claimants from May 2015, counsel wrote two letters to the Settlement Facility.

On June 8, 2017, counsel explained the Settlement Facility that most of the Korean Claimants did not want to receive a letter including the award letter from the Settlement Facility, and did not want their family members including husband to know whether they underwent a breast implant surgery or whether they received the payments in relation to disease claims due to the surgery, and really wanted counsel to keep their filings confidential to others including the Settlement Facility, and the Claimants protested that counsel had released their address to the Settlement Facility without consent. (RE1569 Pg ID:#26286)

Counsel further explained the Settlement Facility that counsel was not allowed to release clients' address information ("personal information") without permission under the Personal Information Protection Act of Korea but counsel kept cellular phone number of each Claimant thus had no problem to contact them when necessary including distribution of checks from the Settlement Facility.

On July 28, 2017, counsel explained the Settlement Facility in a response letter that the Settlement Facility did not maintain consistency in processing Korean claims and the Korean Claimants did not want to update their address and counsel was not allowed to do so without their permission under the Korean

personal information protection laws and counsel must keep the laws of his jurisdiction of Korea. (RE1569 Pg ID:#26288-26289)

Counsel explained additionally that whether further processing would occur for the enclosed Claimants[1]was up to the Settlement Facility and the Korean Claimants would file a Motion to vacate decision of the Settlement Facility by saying that counsel wanted to receive the final letter that the enclosed Claimants failed to comply with the Settlement Facility's request for address update/confirmation and the Settlement Facility determined to stop processing claims of Korean Claimants permanently.

Counsel for the Finance Committee warned counsel in a letter of December 2017 that address of one hundred forty eight (148) Korean Claimants randomly chosen by the Settlement Facility failed to update and, if not updated immediately, counsel would face sanctions.

Counsel of the Korean Claimants filed an application form for address update of sixty (60) Claimants out of one hundred forty eight (148) Claimants. Eighty eight (88) Claimants submitted the address update/confirmation form marked "UNCHANGED"

On January 10, 2018, the Finance Committee filed Motion for Entry Order to

[1] The Settlement Facility enclosed the list of the whole Korean Claimants by suggesting that all of the Korean Claimants should be held processing of their Claim.

Show Cause. The Finance Committee sought an Order to return $370,500 paid to the eighty eight (88) Claimants from counsel pending the District Court. (RE1569 Pg ID:#26291-26298)

On July 25, 2018, Closing Order 1 was issued. (RE1447 Pg ID:#23937-23950, RE1569 Pg ID:#26300-26313).

On January 14, 2019, this Court dismissed the Korean Claimants' appeal to the Order of the District Court denying Motions for Reversal of the Settlement Facility's Product of Manufacturer Decision and Re-Categorization. (RE1569 Pg ID:#26315-26325)

On January 29, 2019, the District Court issued an order that the Settlement Facility must promptly execute processing and payments of fifty (50) percents of all Second Priority Payments. (RE1476 Pg ID:#24065-24066)

On March 13, 2019, the Settlement Facility sent a letter titled as Specific Notice of June 3, 2019 Deadline via email and regular mail to counsel indicating that certain Claims would not be issued any payments for which they might be eligible and counsel must provide address in the format as recommended by the US Postal Service and all Claimants eligible for partial premium payments must confirm their current address and partial premium payments could be issued only after the Settlement Facility received address in the proper format described and Korean Claimants with deficiencies as

described would be adversely affected if counsel failed to take an action as required by Notice and Closing Orders and all deficiencies must be resolved by the June 3, 2019 deadline or the claims will be denied. (RE1569 Pg ID:#26330-26331, RE1546 Pg ID:#24833-24834)

On March 19, 2019, Closing Order 2 was issued. (RE1482 Pg ID:#24084-24097) Closing Order 2 has never been served or briefed before issuance.

On April 4, 2019, the Settlement Facility mailed a letter titled as Second Priority Payments-Immediate Action Required including a list of the Korean Claimants to counsel. (RE1569 Pg ID:#26348-26395) This letter was delivered in mid-July 2019. The US Postal Service took over three months to be delivered to counsel. This letter of the Settlement Facility was delivered to counsel after the deadline of June 3, 2019.

The Claims Administrator testified in the Declaration (RE1569 Pg ID:#26397-26403, RE1545 Pg ID:#24816-24822), “The letter included as an enclosure a form listing 924 claimants. The form was structured so that Mr. Kim could fill in language to confirm whether the identified address for each Claimant was correct or to provide an updated address or to indicate if counsel no longer represented the Claimant. The Address listed on the form for each Claimant was the address that Settlement Facility had on file.”

This letter did not explain that the form included in the letter was structured so

that counsel could fill in language to confirm whether the identified address for each Claimant was correct or to provide an update address or to indicate if counsel no longer represented Claimants.

The Claims Administrator testified in the Declaration, "Mr. Kim did not return the form sent with the April 4, 2019 mailing." But this letter was not delivered by the deadline of June 3, 2019. It was delivered in mid-July 2019. In addition, the Settlement Facility has already said to counsel in the letter of March 13, 2019 that all Claimants eligible for partial premium payments must confirm their current address with the proper format by the June 3, 2019 deadline. (RE1569 Pg ID:#26330-26331, RE1546 Pg ID:#24833-24834) Even if counsel had returned the form with the April 4, 2019 mailing, it must have been useless.

On June 3, 2019, counsel submitted address update application/correction form (RE1569 Pg ID:#26405) for six hundred seventy six (676) Korean Claimants that had received a Missing or Invalid Address Notice from May 2015 up to that time. (RE1569 Pg ID:#26281) They were a variety of Claimants. They even included Claimants with no Claim filed. The Settlement Facility required address update/confirmation even to non-filing Claimants who did not submit any claim with a proof of manufacturer.

On January 13, 2020, the Settlement Facility sent counsel a letter titled as Notice of Payment Hold for Invalid Claimant Address by indicating, "Correspondence sent to confirm the updated address, provided by you, was

returned as undeliverable." (RE1569 Pg ID:#26457-26480) This letter was delivered on September 1, 2020, eight months late.

On March 3, 2020, the Settlement Facility sent counsel a letter titled as Closing Order 2 Required Claimant Confirmation of Current Address with a list of the Korean Claimants and Closing Order 2. (RE1569 Pg ID:#26408-26465) This letter was delivered on July 3, 2020, four months later. The US Postal Service took four months for delivery.

This letter indicated on the basis of Closing Order 2 that payments shall be sent to counsel for distribution to the Korean Claimants after the Claimants directly confirmed that they currently resided at the address that counsel has provided. The Claims Administrator imposed a significant obligation and restricted on counsel that the Korean Claimants must confirm their valid, current address directly to the Settlement Facility.

The Claims Administrator testified in the Declaration, "The Settlement Facility has not received any additional address information for the Korean Claimants since the notification was sent to Mr. Kim in March." Logically, it was impossible to receive any additional address information for the Korean Claimants because not only did the June 3, 2019 deadline expire but the Korean Claimants did not want to update their current address.

The Claims Administrator testified in the Declaration that the Settlement

Facility conducted an audit of the Korean Claimants' mailings for address update application/correction form in early 2020. The Claims Administrator also testified that the audit revealed that of 1,382 Claimants who were eligible for future payments, 600 had correspondence sent directly to Claimants that has been returned as undeliverable, 39.2% of mailings to 2,476 Claimants with eligible Class 5 and 6 claims were returned and undeliverable, and 50% of the mailings to updated addresses provided in January 2018 were returned and undeliverable.

Assuming that the Claims Administrator's testimony correctly reflected the audit, the audit was not shared with counsel before submission to the Court. In addition, the audit was unreliable because data of mailings were based on incorrect delivery or far-late delivery of the US Postal Service to South Korea.

Late delivery of the US Postal Service to Korea is notorious. Many cases may exist that a mailing via the US Postal Service has never been delivered to counsel. Counsel received a lot of calls from the Claimants that they had received a letter from the US (RE1599 Pg ID:#28577) but there was no such letter for those Claimants that were delivered to counsel in many instances.

On June 1, 2020, this Court dismissed the Korean Claimants' appeal to the District Court's Order denying Recognition and Enforcement of Mediation Agreement. (RE 1569 Pg ID:#26482-26494)

On June 6, 2020, the Korean Claimants filed Motion for Premium Payments. (RE1545 Pg ID:#24488-24490)

On July 19, 2020, counsel protested the Claims Administrator that counsel has experienced non-delivery and late delivery over the years so that counsel must receive letters of the Settlement Facility via the Federal Express rather than the US Postal Service. (RE1569 Pg ID:#26504-26505) The Claims Administrator denied it. (RE1569 Pg ID:26500-26501) The denial was a violation of Section 9 of Claimant Information Guide. (RE1599 Pg ID:#28323-28532)

On December 23, 2020, the Finance Committee filed Recommendation and Motion for Authorization to Make Second Priority Payments. (RE1560, Pg ID:#25620-25631)

On January 15, 2021, the Korean Claimants filed Motion for Vacating Decision of Settlement Facility regarding Address Update/Confirmation (RE1569 Pg ID#26261-26273).

On April 21, 2021, Closing Order 3 was issued. (RE1598 Pg ID:#28284-28298)

On June 24, 2021, the District Court issued Memorandum Opinion and Order regarding Finance Committee's Motion for Authorization to Make Second Priority Payments, Korean Claimants' Motion for Premium Payments and Korean Claimants' Motion for Order Vacating Decision of Settlement Facility

regarding Address Update/Confirmation. (RE1607 Pg ID:#28602-28632).

On April 1, 2022, the District Court issued Closing Order 4. (RE1640 Pg ID:#28794-28796)

On June 13, 2022, the District Court issued Closing Order 5. (RE1642 Pg ID:#28800-28805)

On August 12, 2022, the District Court issued Memorandum Opinion and Order regarding Two Orders to Show Cause against Attorney Yeon-Ho Kim and Various Motions Filed by the Korean Claimants. (RE1652 Pg ID:#29349-29375). On September 1, 2022, the Korean Claimants filed Motion to stay Closing Order 5 with this Court. On September 14, 2022, this Court denied the Motion. On September 15, 2022, the Korean Claimants filed Motion to reopen to file appeal to Closing Order 5 with the District Court. (RE1667 Pg. ID:#30481-30571) On September 17, 2022, the Korean Claimants filed Motion to set aside Closing Order 5 with District Court.(RE1668 Pg ID:#30572-30579)

V. SUMMARY OF ARGUMENT

Closing Order 5 is void since it was not served and briefed by the Claimants before issuance.

Closing Order 5 along with Closing Order 2 was to approve the wrongdoings of the Settlement Facility done to the Korean Claimants regarding address update/confirmation retroactively, which is not allowed in principal.

The Korean Claimants did not want to update their address and counsel could not have submitted their address update/confirmation without permission under Korean laws although counsel submitted six hundred seventy six (676) Claimants' address update/confirmation form on June 3, 2019.

Counsel should be exempted from the requirement of address update/confirmation of the Korean Claimants under Closing Order 5 because the Korean laws do not allow counsel to client's personal information including address to disclose without permission and address of the Korean Claimants should be a counsel's attorney-client privilege.

Finally, the Settlement Facility eliminated the requirement of a valid, confirmed current address on its own so that the Korean Claimants are no longer responsible for address update/confirmation.

Therefore, Closing Order 5 should be overturned or set aside regarding the Korean Claimants.

VI. ARGUMENT

A. Closing Order 5 is void

The Standard of review for this argument is de novo review.

On March 29, 2019, the District Court issued Closing Order 2 to prohibit the Settlement Facility from issuing payments to the Claimants who cannot be located or who do not have a confirmed current address.

To implement Closing Order 2, the District Court issued Closing Order 5 on June 13, 2022.

The Korean Claimants were not notified or heard before any of these Orders was entered. Notice of filing a motion must be preceded before hearing. Hearing was not held because there was no notice. The lack of notice and hearing before the Order was entered has a grave defect.

Closing Order 5 is a result of due process violation. Closing Order 5 has not been noticed to the Korean Claimants before issuance nor noticed after issuance.

““The Supreme Court addressed the relationship between notice and the Fourteenth Amendment *in Mullane v. Central Hanover Bank & Trust Company*, 339 U.S. 306 70 S.Ct.652, 94 L. Ed. 865 (1950)… The Court went on to hold: An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all

circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. The notice must be of such nature as reasonably to convey the required information, and it must afford a reasonable time for those interested to make their appearance…Accordingly, the Court must conclude that the total absence of notice to the *Hahns* concerning the Hearing on Confirmation, and the various deadlines, renders the "Order Confirming Plan" violative of the Fifth Amendment."" (*See In re Rideout*, 86 B.R. 523 (N.D. Ohio. 1988))

""A creditor that a reorganization of the debtor is taking place does not substitute for mailing notice of a bar date.". *In re Yoder Co*, 758 F.2d 1114 (sixth Cir. 1985)""(*Id.* at 10)

The various deadlines must be noticed to creditors in bankruptcy procedure and the absence of notice is a violation of the Fifth Amendment. The deadline under Closing Order 5, which is September 17, 2022 to respond regarding address verification of the Settlement Facility, is a deadline that the Settlement Facility should afford creditors (the Korean Claimants) an opportunity to present their objections.

Closing Order 5 was issued without it.

Furthermore the Korean Claimants did not receive the notice of Closing Order 5 after it was issued. The Korean Claimants could not file a notice of appeal on

time because Closing Order 5 was not served. The Korean Claimants did not receive notice for entry of Closing Order 5 within 21 days after entry. When Closing Order 5 was entered on June 13, 2022, the email address of Yeon-Ho Kim (yhkimlaw@unitel.co.kr) reported to the Court did not operate. The Server (www.unitel.co.kr) stopped working on May 31, 2022.[2]

Yeon-Ho Kim, AOR of the Settlement Facility, subscribed the Newsletter of the Claimants' Advisory Committee. The Appellees contend that Closing Order 5 was discussed in the Newsletters of June 15, 2022, June 21, 2022, July 6, 2022 and August 16, 2022. However, Yeon-Ho Kim did not receive the Newsletters of June 15, 2022, June 21, 2022 and July 6, 2022 of the Claimants' Advisory Committee. Yeon-Ho Kim received the Newsletter of August 16, 2022 only. (The email list shows that Claimants' Advisory Committee Newsletter Volume 19, No.6 arrived on August 16, 2022 at 09:28 local time)

Yeon-Ho Kim found through the Newsletter of August 16, 2022 that the District Court issued Closing Order 5 and then went to the website of the Settlement Facility and downloaded it. Yeon-Ho Kim did not receive the notice of Closing Order 5 sent by the ECF system to the email address of Yeon-Ho

[2] Deborah Greenspan of Dow Corning Corporation stated in the Declaration that Yeon-Ho Kim admitted in his email to change email address that yhkimlaw@unitel.co.kr was working until June 30, 2022 so that Yeon-Ho Kim should have received notice by the ECF system to yhkimlaw@unitel.co.kr. Although Yeon-Ho Kim said like that in the email, yhkimlaw@unitel.co.kr was no longer accessible for the purpose of emailing from June 1, 2022. The Server, www.unitel.co.kr, while not accessible for email, disappeared completely on June 30, 2022. Greenspan's statement in her Declaration regarding www.unitel.co.kr is not true.

Kim (yhkimlaw@naver.com) so far.

Closing Order 5 is void because it has not been noticed to the Korean Claimants before issuance nor noticed after issuance.

““Under Rule(b)(4), if a judgment is void, it must be vacated. Lack of notice and sufficient service of process leading ultimately to lack of due process properly renders a judgment void. The constitutional standard regarding notice requires that it “be such as is reasonably calculated to reach interested parties.”” (*See In re Chess*, 268 B.R. 150 (W. D. Tenn. 2001))

Closing Order 5 must be vacated regarding the Korean Claimants due to violation of due process.

B. Excusable Neglect for not filing a notice of appeal timely

The Standard of review for this argument is an abuse of discretion.

Pursuant to Fed. R. Civ. P. 60(b)(1), the court may relieve a party or its legal representative from a final judgment, order, or proceeding for following reasons: (1) mistake, inadvertence, surprise, or excusable neglect.

““The sequence of procedural steps required of one seeking judgment by default was set forth by the court *in Meehan v. Snow*, 652 F.2d 274, 276 (Second

Cir. 1981): The procedural steps contemplated by the Federal Rules of Civil Procedure following a defendant's failure to pleas or defend as required by the Rules begin with the entry of a default by the clerk upon a plaintiff's request. Rule 55(a). Then, pursuant to Rule 55(a), the defendant has an opportunity to seek to have the default set aside. If that motion is not made or is unsuccessful, and if no hearing is needed to ascertain damages, judgment by default may be entered by the court, or if the defendant has not appeared, by the clerk. Rule 55(b). Finally, Rule 55(c) authorizes a motion to set aside a default judgment pursuant to Rule (60)(b)… In considering a motion to set aside entry of a judgment by default a district court must apply Rule 60(b) "equitably and liberally… to achieve substantial justice."" (*See United Coin Meter Co. v. Seaboard C. Railroad*, 705 F.2d 839 (Sixth Cir. 1983)

"When Rule 60 is invoked to set aside a default judgment, a trial court must find that one of the specific requirements of Rule 60(b) is met and consider the equitable factors relevant to good cause for setting aside a default judgment under Federal Rule of Civil Procedure 55(c)… These equitable factors are: (1) whether culpable conduct of the defendant led to the default, (2) whether the defendant has a meritorious defense, and (3) whether the plaintiff will be prejudiced." (*See Countrywide Home Loans, Inc. v. Terlecky (In re Fusco)*, 2008 Bankr. Lexis 2362 (Sixth Cir. 2008)

""In order to show that relief is appropriate under Rule 60(b)(1) based on "excusable neglect," Debtor must show both (1) that his conduct in failing

timely respond to Creditor's Objection constituted "neglect" within the meaning of Rule 60(b)(1); and (2) that his "neglect" was excusable. *In Pioneer Investment Services Co. v. Brunswick Associates Limited Partnership*, 507 U.S. 380, 388, 113 S. Ct. 1489, 123 L. Ed. 74 (1993), the Supreme Court explained that [t]he ordinary meaning of "neglect" is 'to give little attention or respect' to a matter, or …. 'to leave undone or unattended to esp[ecially] through carelessness'" Id."" (*See In re Sharkey*, 560 B. R. 470 (E.D. Mich. 2016))

""If Debtor shows "neglect", the next issue is whether Debtor's neglect was excusable. *In Pioneer*, the Supreme Court explained that a determination of

> Whether a party's neglect of a deadline is excusable ... is at bottom an equitable one, taking account of all relevant circumstances surrounding the party's omission … [including] the danger of prejudice to the [party opposing relief], the length of the delay and its potential impact on judicial proceedings, the reason for the delay, including it was within the reasonable control of the movant, and whether the movant acted in good faith. Id. at 395."" (*Id*. at 6)

""In determining whether Debtor's failure to timely respond to the Creditor's Objection was "excusable," the Court must focus not only on whether Debtor's failure was excusable, but also on whether the failure or neglect of his attorney was excusable. The Supreme Court discussing this point at some length and made this clear in Pioneer, concluding that "the proper focus is upon whether the neglect of [the movants] and their counsel was excusable. Id. at 396-97 ""

(*Id*. at 6)

Even if the Appellees' assertion, made in Response to the Korean Claimants' Motion to Stay Closing Order 5 pending appeal, that Yeon-Ho Kim has received the notice of June 13, 2022 of Closing Order 5 by the ECF system to yhkimlaw@unitel.co.kr is accepted by this Court, the fact that the Korean Claimants failed to file a response to Closing Order 5 or file a notice of appeal timely constitutes "neglect" within the meaning of Rule 60(b)(1).

To find whether "neglect" is excusable, a court should take account of all relevant circumstances surrounding the party's omission. First of all, there is no danger of prejudice to the Respondents. Because the Respondents will operate the Settlement Facility until 2023 or the early 2024 and the Settlement Facility will conduct processing claims until then, the Appellees would not have any danger of prejudice even if Closing Order 5 is vacated or set aside regarding the Korean Claimants. Second, the length of the delay was not meaningful. Since Closing Order 5 was issued on June 13, 2022, the length of the delay, which can be calculated as a month, should not be meaningful. The Korean Claimants were able to file a response by July 13, 2022, the last day of 30 days for filing a notice of appeal, if they had received the notice on June 13, 2022. Third, there was not a potential impact on judicial proceedings. The Settlement Facility would not be impacted because of Closing Order 5. Neither would the Appellees. Finally, the reason for delay was out of control of the Korean Claimants. The Korean Claimants were served by the ECF system

to yhkimlaw@unitel.co.kr. However, yhkimlaw@unitel.co.kr could not be accessible by Yeon-Ho Kim because the server of www.unitel.co.kr was not in service on June 13, 2022 since the server was going to close its business on June 30, 2022. Yeon-Ho Kim notified the clerk of the District Court and the Appellees that the Korean Claimants would like to receive notices or correspondences by yhkimlaw@naver.com. The failure of receiving notice of Closing Order 5 by yhkimlaw@unitel.c.kr on June 13, 2022 and the delay of filing within the 30 day deadline for a notice of appeal were not within control of the Korean Claimants and their attorney. The Korean Claimants acted in good faith. The Korean Claimants appealed to Closing Order 2. Closing Order 5 was derived from Closing Order 2. Closing Order 5 is with respect to a confirmed current address. The Korean Claimants have submitted over 600 Claimants' current address to the Settlement Facility on June 1, 2019. The Settlement Facility not only ignored and disrespected the filing of the Korean Claimants' confirmed current address but also prohibited the attorney from filing the Korean Claimants' confirmed current address. In addition, the Appellees do not have any meritorious defense to the Korean Claimants. There would be no prejudice to the Appellees.

Based on the facts as above, the Korean Claimants filed Motion to reopen the time to file appeal regarding Closing Order 5 on September 15, 2022. (RE1667 Pg ID:#30481-33571)

Based on the facts as above, the Korean Claimants filed Motion to set aside

Closing Order 5 regarding the Korean Claimants. (RE1668 Pg ID:#30572-30579)

C. Closing Order 5 along with Closing Order 2 was to approve wrongdoings of the Settlement Facility

The Standard of review for this argument is an abuse of discretion.

Even if Closing Order 5 is not void and therefore applicable to the Korean claimants, Closing Order 5 was to approve wrongdoings of the Settlement Facility so that it should be ineffective to the extent that it was applied to deny premium payments to the Korean Claimants.

Closing Order 5 was to implement Closing Order 2. Closing Order 5 was derived from Closing Order 2. Section C of Closing Order 2, that claimants and attorneys must notify the Settlement Facility of changes in address and the Settlement Facility may not issue without a confirmed current address, is nearly identical to the paragraph in letters of the Settlement Facility, received by counsel (RE1599 Pg ID:#26277-26282) from May 2015. In other words, the Settlement Facility has begun sending letters titled as “Missing or Invalid Address” massively to counsel and the Korean Claimants from 2015. The letters of Missing or Invalid Address included a phrase; After the Address Update/Correcting Form is received and verified, the Settlement Facility will reactivate the processing and review of your claim.

It means that the Settlement Facility not only has set up the requirement of a valid, confirmed current address inside the Settlement Facility (because it said, “reactivate”) but has also applied the requirement to the Korean Claimants from May 2015 secretly. The Settlement Facility has applied the requirement of a valid, confirmed current address to the Korean Claimants four years earlier than Closing Order 2 which was issued in March 2019. Closing Order 2 is retroactive authorization of the Settlement Facility’s practice. It is a principle that laws shall not be applied retroactively.

Closing Order 5 along with Closing Order 2 is a product of an overdue attempt to justify the practice of the Settlement Facility unauthorized under the Plan.

The Appellees contended the Claimant Information Guide of 2004 as the evidence to prove the address verification requirement to the Korean Claimants. (RE1599, Pg ID:#28323-28531)

However, the Claimant Information Guide cannot be a basis to impose an obligation to maintain a valid, confirmed current address on the Korean Claimants. It is merely a guide just as found in a shopping mall. In addition, the relevant Clauses (§9 Q9-14, 9-15, §10 Q10-8, 10-9) of the Claimant Information Guide that the Appellees attempted to prove the address verification requirement to the Korean Claimants have nothing to do with the requirement of a valid, confirmed current address for the payments when a Claimant became eligible after claims review by the Settlement Facility. Specifically, (a) Q9-14 is

about the deadlines to apply for settlement benefits so that it has nothing to do with the payment after the Claimants became eligible for payment ("*If I move and forget to notify the Settlement Facility in writing, my Notification of Status letter might take days or weeks to be forwarded to my new address. Will any of the time periods and deadlines be extended because of this?*"), (b) Q9-15 is about the Participation Form to elect to withdraw or litigate so that it has nothing to do with the payment after the Claimants became eligible for payment ("*I moved and did not notify the Bankruptcy Court or Settlement Facility of my new address and I missed the deadline to file the Participation Form to elect to withdraw or litigate. Can I file it now?*"), (c) Q10-8 is about proof of claim so that it has nothing to do with the payment after the Claimants became eligible for payment ("*I moved since I sent my proof of claim to the Bankruptcy Court. Can I e-mail my new address to you or give it to you over the telephone?*"), and (d) Q10-9 is about proof of claim so that it has nothing to do with the payment after the Claimants became eligible for payment ("*I sent my Proof of Claim form to the Bankruptcy Court in 1997. I have since married and changed my name. How can I update my file with my new married name?*").

In other words, the Settlement Facility has used the above clauses of the Claimant Information Guide to deny payments to the eligible Korean Claimants from 2015.

The Settlement Facility has been biased against the Korean Claimants. The Settlement Facility was quick to pay to the Class 5 Claimants. Counsel knew it

since a dozen of the Class 5 Claimants, through counsel, filed their claims with medical records identical to the Korean Claimants. The Class 5 Claimants were accepted easily and furthermore have never been asked by the Settlement Facility to submit a valid, confirmed current address before payment. But the Korean Claimants, whether Class 6.2 Claimants or Class 6.1 Claimants, were different. The Settlement Facility ordered counsel to submit a valid, confirmed current address before sending premium payment's checks for the 924 Claimants who had been eligible for payement. (RE1569 Pg ID:#26408-26455)

D. Closing Order 5 along with Closing Order 2 has no founding under the Plan and violates §1129(b)

The Standard of review for this argument is de novo review.

The procedures of claims processing of the Settlement Facility shall be in accordance with the Plan. Not only shall the Settlement Facility uphold the provisions of the Plan documents, but the Settlement Facility shall not invent a procedure to affect the rights of the Claimants or decrease the possibility of claim payment. The requirement of a valid, confirmed current address was adopted by the Settlement Facility to save money of the funds[3] on the pretense that the funds shall be received by the eligible Claimants who can be located by the Settlement Facility.

[3] The Korean Claim's value was estimated twelve (12) million dollars before the Bankruptcy Court in 1999 but the Korean Claimants have been paid about seven (7) million dollars so far.

"Under the Bankruptcy Code, a plan may not be confirmed by a court over the objection of a class of creditors unless, among other things, the following requirements are met: (1) under the plan, the class would receive an amount that is equal to or greater to or greater than the amount they would receive if the debtor's assets were liquidated *see* 11 U.S.C. §1129(a)(7); and (2) the plan is found to be fair and equitable *see* 11 U.S.C. §1129(b)(1). By incorporating the fair and equitable standard in §1129(b) of the Code, Congress codified the "absolute priority rule," which provides that absent full satisfaction of a creditor's allowed claims, no member of a class junior in priority to that creditor may receive anything at all on account of their claim or equity interest. *Case v. L.A. Lumber Prods. Co*. 308 U.S.106, 115, 60 S.Ct.184 L.Ed.110(1939)" *In re. Settlement Facility Dow Corning Trust*, 656 F.3d. 668 at 3 (Sixth Cir. 2006)

This Court ruled that the District Court shall not violate §1129(b)'s fair and equitable requirement in interpreting the Plan. ("Although the bankruptcy court did not abuse its discretion by interpreting the plan as requiring the payment of pendency interest at a non-default, fixed rate, the bankruptcy court still may have done so if it construed the plan such a way as to cause it to violate §1129(b)'s fair and equitable requirement." *Id*. at 6)

The requirement of a valid, confirmed current address affected substantive rights of the Korean Claimants because it actually prohibited the eligible Claimants from receiving payments including premium payments. There are many eligible Korean Claimants not paid although they were found "acceptable"

after claims review. The requirement of a valid, confirmed current address is not merely a procedure of the Payments.

The Settlement Facility adopted such procedures as a valid, confirmed current address to deny premium payments of the Korean Claimants. Closing Order 5 along with Closing Order 2 authorized the practice of the Settlement and even expanded the requirement of a valid, confirmed current address to all payments to the Korean Claimants.

The Settlement Facility attempted to stop processing of the Korean Claims without a valid, confirmed current address without a foundation under the Plan. Closing Order 5 authorizes the Settlement Facility to close around 1,400 Korean Claimants' claim permanently. Closing Order 5 along with Closing Order 2 must be overturned to the extent that it requires the Korean Claimants to submit a valid, confirmed current address to the Settlement Facility.

E. Premise of Closing Order 5 was not met

The Standard of review for this argument is an abuse of discretion.

Closing Order 5 directs the Settlement Facility the claimants who were categorized 'bad address' and who did not respond to the address verification to maintain the list on its website for 90 days and to close their claim permanently.

The Claims Administrator stated in the Declaration of July 20, 2020 (RE1595, Pg ID:#28195-28201) that of the 924 letters sent to the Korean Claimants, 436 have been returned as undeliverable to date and that the Settlement Facility conducted an audit of mailings to the Korean Claimants in early 2020, and the audit revealed that of 1,382 Claimants represented by counsel who are eligible for future payments, 600 had correspondence sent to directly to the Claimants that has been returned as undeliverable, and that the audit also revealed that 39.2% of mailings to 2,476 Claimants with eligible Class 5 and 6 claims were returned as undeliverable, and that the audit also revealed that 50% of the mailings to updated addresses provided by the attorney in January 2018 were returned as undeliverable.

Pursuant to the Claims Administrator's statement, it is obvious that neither were all of the mailings of the Settlement Facility returned as undeliverable nor prior address confirmations by counsel were inaccurate one hundred percents (100%).

The mailings returned as undeliverable must be assessed individually, not on the basis of a rate. The Settlement Facility's practice that the rate of the mailings returned as undeliverable to the Korean Claimants far exceeds the rate of undeliverable mail that the Settlement Facility has experienced with other counsel must be disclosed to counsel. The Settlement Facility must present a chart of comparison of different counsels including the origin of country. The conclusion of the Settlement Facility that the percentage of returned mail from

mailings to the Korean Claimants represented by counsel is much higher than the general rate of returned mail that the Settlement facility has experienced and several mailings have resulted in a 40 to 50 percent return rate must be completely disclosed. The Settlement Facility must present a chart of comparison of the general rate and the rate of the Korean Claimants including the origin of country. The Korean Claimants did not agree to the audit and counsel was not informed of the audit of the Settlement Facility. The Korean Claimants request this Court to order the Settlement Facility to provide the audit documents of the early 2020 in full to counsel.

F. Korean Claimants should be exempted from Closing Order 5

The Standard of review for this argument is de novo review.

The Korean Claimants have a reasonable basis for exemption from address verification requirement under Closing Order 5.

The Settlement Facility asked counsel to submit Social Security Number ("SSN") to prove that the Korean Claimants were not bogus claimants but real claimants when the claims were first filed in 2005 and 2006. Counsel replied that there was no such SSN type (000-00-0000) thing existing in Korea. The Settlement Facility asked counsel what was comparable to SSN of the United States in Korea. Counsel answered that there was Resident Registration Number ("RRN", 000000-0000000, RE1569 Pg ID:#26284). Then, the Settlement

Facility asked counsel to submit RRN instead of SSN. Counsel filed RRN and attached Government-issued Resident Registry to prove RRN of the Claimants.

However, the Government-issued Resident Registry happened to include the Claimants' current address and previous address. It is a formality of Government-issued Resident Registry. The Korean Claimants did not want to submit address information to the Settlement Facility when they hired counsel for filing their claim.

Furthermore, the Class 5 Claimants that counsel was representing did not submit address information to the Settlement Facility when they filed the claims in 2005 and 2006. Counsel submitted driver's license, permanent resident card or a US passport for Class 5 Claimants, which does not include address information. The Class 5 claimants were not required to submit address information to the Settlement Facility. Likewise, the Korean Claimants were not required to submit their address to the Settlement Facility when they filed their claim in 2005 and 2006.

But the Settlement Facility used the Government-issued Resident Registry to keep the Korean Claimants' address at its files. The Settlement Facility has exploited the address information in it to ask counsel to update their address from May 2015. Counsel tried to explain the Claims Administrator through a meeting in the context of address information on several occasions but proposal for meeting was turned down.

Counsel is not allowed to submit a valid, confirmed current address of a Claimant without permission of the Claimants under Personal Information Protection Act of Korea. Counsel is not allowed to disclose client's personal information. Address of individual is personal information under Personal Information Protection Act of Korea. In addition, no court in Korea orders counsel to update address of client or submit a valid, confirmed current address of counsel's clients.

Besides, the Korean Claimants retained counsel. Without counsel, then the Settlement Facility would have a reason or a reasonable basis for asking address information from the Claimants. However, the Korean Claimants were represented by counsel from 1994 when Global Breast Implant Settlement Program began. Under these circumstances, that the Settlement Facility denies payments to the eligible Claimants and even holds claims processing itself on the basis of address update/confirmation and now prohibits the Korean Claimants from receiving payments due to address verification is a violation of the rights of counsel. Attorney-client privilege should be applied. ("The federal forum is unanimously in accord with the general rule that the identity of a client is, with limited exceptions, not within protective ambit of the attorney-client privilege…Another exception to the general rule that the identity of a client is not privileged arises where disclosure of the identity would be tantamount to disclosing an otherwise protected confidential information." *In re Grand Jury Investigation 83-2-35*, 723 F.2d 447 at 5, 8 (Sixth Cir. 1983))

Under the New York laws which apply for interpretation of the Plan, address of the Korean Claimants is an attorney-client privilege. (“An a general matter, communication between a lawyer and client, including disclosure of the client’s address, is privileged because it serves the policy of frank revelation by the client to the attorney.” *Elliott Associates, L.P. v. Republic of Peru*, 176.F.R.D.93 (S.D.N.Y. 1997) at 5) When the Korean Claimants hired counsel, they asked counsel not to disclose their address for filing purposes of claims to the Settlement Facility and thus keeping the asking of the Korean Claimants served frank revelation to counsel.

The Korean Claimants do not want to receive a mailing of the Settlement Facility at their home address nor want to update/confirm their address. They marked on “CONFIDENTIAL” when they retained counsel. They asked counsel not to send any mailings to their home. Under these circumstances, if counsel submits their updated or current address without permission to follow the request of the Settlement Facility, counsel might be charged for a violation of Personal Information Protection Act.

There is no provision in the laws of Korea that counsel must keep updated and current address of clients. If a client does not give her updated address to counsel or does not want her address to be updated, it is fine. Besides, there is a plenty of ways for counsel to communicate with clients. The Korean Claimants have no problem to communicate with counsel over the phone. The counsel’s law office is open all the times.

In addition, whether counsel provided updated address to the Settlement Facility and how many address updates provided by counsel were returned as undelivered, and, more importantly, why such differences took place should be a question as to facts. The Settlement Facility did not provide the records to counsel. Counsel asked the Settlement Facility to provide the whole documents of the audit of the early 2020 and the list of mailings of address update/confirmation of the Settlement Facility sent to the Korean Claimants from 2015. The Settlement Facility denied.

The Settlement Facility modified the rules and requirement under the SFA and the Annex A to the Dow Corning Settlement Facility and fund Distribution Agreement by arbitrarily including the requirement of a valid, confirmed current address in claims processing. (11 U.S. Code section 1127, “The proponent of a plan may modify such plan at any time before confirmation but may not modify such plan so that such plan as modified fails to meet the requirements of sections 1122 and 1123 of this title”) The requirement of a valid, confirmed current address violates equal treatment. (Section 1123(a)(4), “Notwithstanding any otherwise applicable non-bankruptcy law, a plan shall provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less favorable treatment of such particular claim or interest”)

The procedures of verification of a valid, confirmed current address violate equal treatment too. Since the postal system is different country to country, the

Settlement Facility must use the postal system of each country. However, the Settlement Facility adopted the US Postal Service only for verification of address of the Korean Claimants. The Settlement Facility contemplated the other additional delivery services in Claimant Information Guide. (RE1599 Pg ID:#28321-28532)

Q 9-4 What are the acceptable methods to mail or deliver my Participation Form to the Settlement Facility?

Mail or deliver the Participation Form to the Settlement Facility using one (1) of the following three (3) delivery methods:

1. Use a delivery service (e.g., Federal Express, Airborne Express, U.P.S. etc.) and make sure that the airbill or invoice clearly lists the date of mailing as on or before [T.B.D.] if you are withdrawing your claim or on or before [T.B.D.] if you are rejecting settlement and intend to file a lawsuit against DCC Litigation Facility, Inc.: OR
2. Mail the Participation Form by United States certified or registered mail as long as the certified or registered mail is postmarked on or before [T.B.D.] if you are withdrawing your claim or on or before [T.B.D.] if you are rejecting settlement and intend to file a lawsuit against Litigation Facility Inc. Please check with the U.S. Post Office on how to send a certified or registered letter so that it has the correct postmark (for claimants who reside outside of the U.S., the Settlement Facility will rely on the postmark date used by your country's version of "certified" or "registered" mail): OR
3. If you mail the Participation Form by regular U.S. mail or by using a national mail service in the country in which you reside, then the Participation Form must be received by the Settlement Facility by 5:00 p.m. Central Time on or before [T.B.D.] if your withdrawing your claim and on or before [T.B.D.] if you are rejecting settlement and intend to file a lawsuit against DCC Litigation Facility Inc. It is important to mail you Participation Form early enough so that the Settlement Facility receives it on or before the applicable deadline. The postmark date on the envelope will **NOT** be used by the Settlement Facility if you use regular

U.S. mail or a national mail service in a country other than the U.S.

Q 9-11 What are the acceptable methods to mail or deliver my Claim Forms to the Settlement Facility?

Mail or deliver the Claim Forms to the Settlement Facility using one (1) of the following three (3) delivery methods:

1. Use a delivery service (e.g., Federal Express, Airborne Express, U.P.S. etc.) and make sure that the airbill or invoice clearly lists the date of mailing as on or before the deadline: OR
2. Mail the Claim Forms by U.S. certified or registered mail as long as the certified or registered mail is postmarked on or before the deadline. Please check with the U.S. Post Office on how to send a certified or registered letter so that it has the correct postmark (for claimants who reside outside of the U.S., the Settlement Facility will rely on the postmark date used by your country's version of "certified" or "registered" mail): OR
3. If you mail the Claim Forms by regular U.S. mail or by using a national mail service in the country in which you reside, then the Claim Forms must be received by the Settlement Facility by 5:00 p.m. Central Time on or before the deadline. It is important to mail you Claim Forms early enough so that the Settlement Facility receives them on or before the deadline for the settlement benefit. The postmark date on the envelope will **NOT** be used by the Settlement Facility if you use regular U.S. mail or a national mail service in a country other than the U.S.

The Settlement Facility contemplated other delivery services such as Federal Express, Airborne Express. The Settlement Facility also contemplated a national mail service in the country other than the U.S., in which a claimant resides.

However, the Settlement Facility adopted the US Postal Service only for verification of address of the Korean Claimants. The practice of the Settlement Facility contradicted its own admission in the Claimant Information Guide.

The US Postal Service for verification of address for payments is not an equal

treatment to the Korean Claimants. In fact, the US Postal Service is not accurate in delivering mailings to the Korean Claimants. Even worse, it is clear that the US Postal Service delivered to counsel's law office several (three to seven) months late under the circumstances that the deadlines to submit a document for cure of a deficiency of claims were critical to protect the rights of the Claimants.

G. Settlement Facility eliminated the requirement of a valid, confirmed current address on its own

The Standard of review for this argument is de novo review.

On March 13, 2019, the Settlement Facility sent a letter via email and regular mail to counsel addressing that certain Claims would not be issued any payments for which they might be eligible, counsel must provide addresses in the format as recommended by the US Postal Service, all Claimants eligible for partial premium payment must confirm their current addresses, The partial premium payments could be issued only after the Settlement Facility received an address in the proper format described, the Korean Claimants with deficiencies as described would be adversely affected, and *all deficiencies must be resolved by the June 3, 2019 deadline or the Claims will be denied* (RE1569 Pg ID:#24833-24834), as written in the following;

> The SF-DCT previously sent you letters requesting an updated address for claimants with an eligible payment, whose mail was returned to the SF-DCT by the Postal Service (a sample copy of the letter previously sent is attached). Without an updated address (***by June 3, 2019***) these claims will not be

> issued any payments for which they may be eligible. ,…, Although you have received the Notice of Final Filing Deadline June 3, 2019, this letter is specific notice to you that your claimants with deficiencies as described above will be adversely affected if you fail to take action as required by the Notice and Closing Orders. All deficiencies must be resolved by the June 3, 2019 deadline or the claims will be denied.

The Settlement Facility fixed the June 3, 2019 deadline as the final date for address updates of the Korean Claimants undoubtedly.

Nevertheless, after having received address update form of six hundred seventy six (676) Claimants from counsel on June 3, 2019, the Settlement Facility put the address update forms into audit and then asked the Korean Claimants to use email, telephone or written correspondence to provide a confirmed current address. Counsel is not allowed to update their address which has already been submitted to the Settlement Facility without their permission.

The Settlement Facility must keep its word that address updates must be resolved by June 3, 2019.

Actually, there were many mailings of the Settlement Facility, which have never arrived in Korea. The records about how many mailings of the Settlement Facility were returned as undeliverable are kept only at the Settlement Facility (which was not shared with counsel) and nobody know why those mailings were returned as undeliverable. There were several Claimants who called counsel that they put their mailings of the United States in the box of return

mail without opening envelope. There were many Claimants who complained counsel why counsel disclosed their address to the United States. The Settlement Facility assumed that if mailings to the Korean Claimant were returned as undeliverable, the address of the Claimants was not valid and should be updated within ninety (90) days[4]. This assumption is nonsense. Furthermore there were many cases that the Settlement Facility mailed to wrong address where the Claimants did not live.

More importantly, the mailing system of US Postal Service for delivery in Korea is not reliable. It took at least three to seven months for the Settlement Facility's mailings to arrive at counsel's law office which is extremely open to the public and, in many occasions, the mailings of the Settlement Facility have never arrived to counsel's law office although the Claimants notified counsel that they had received them. Counsel asked the Settlement Facility to use the Federal Express or DHL for mailings to counsel but the Settlement Facility turned it down.

The Settlement Facility presented the Claimant Information Guide as the

[4] How address of the Korean Claimants can be updated within ninety (90) days with the US Postal Service whose mailings including a request of the Settlement Facility for address update/confirmation arrive in Korea three or four months late? However, the Settlement Facility wrote back to counsel, "We do not agree that any mail delivery issue has deprived you of the opportunity to meet cure deadlines for your clients." (RE1569 Pg ID:#26500-26502)

founding to ask counsel and the Korean Claimants to submit a valid, confirmed current address. The Claimant Information Guide contemplated the other mail services besides the US Postal Service. The Settlement Facility declined the counsel's request for using the Federal Express or DHL by saying that it would unduly jeopardize the corpus of the Trust and the Settlement Facility did not manipulate any mailing systems in its correspondence with counsel. (RE1569 Pg ID:#26500-16502) To follow the Claimant Information Guide shall not be to jeopardize the corpus of the Trust. Whether the Settlement Facility manipulated any mailing systems in its correspondence with counsel is self-proving in that the Settlement Facility did not use other mailing services except the US Postal Service to obtain address verification of the Korean Claimants.

VII. Conclusion

For the foregoing reasons, the Korean Claimants request this Court to Overturn the District Court's Closing Order 5 along with Closing Order 2 pending appeal.

Date: September 19, 2022

Respectfully submitted,

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APPENDIX

RE.1652	Memorandum Opinion and Order regarding Two Orders to Show Cause against Yeon-Ho Kim and Various Motions Filed by the Korean Claimants	Page ID:#29349-29375
RE.1667	Motion to Reopen the time to File Appeal	Page ID:#30481-30571
RE.1668	Motion to Set Aside Closing Order 5	Page ID:#30572-30579

CERTIFICATE OF SERVICE

I hereby certify that on September 19, 2022, I have electronically filed the above document with the Clerk of Court by ECF system that will notify to all relevant parties in the record.

Date: September 19, 2022 Signed by Yeon-Ho Kim

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   Attorney for **Korean Claimants**

   Dated: **Sep. 19, 2022**