UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re: **SETTLEMENT FACILITY DOW CORNING TRUST**	§	**Case No. 00-CV-00005** **(Settlement Facility Matters)** **Hon. Denise Page Hood**

RESPONSE OF DOW SILICONES CORPORATION, THE DEBTOR'S REPRESENTATIVES, AND THE FINANCE COMMITTEE TO THE KOREAN CLAIMANTS' REVISED MOTION TO STAY THE COURT'S ORDER GRANTING MOTION TO TERMINATE FUNDING PURSUANT TO SECTION 2.01(c) OF THE FUNDING PAYMENT AGREEMENT AND TO TERMINATE THE SETTLEMENT FACILITY PURSUANT TO SECTION 10.03 OF THE SETTLEMENT FACILITY AND FUND DISTRIBUTION AGREEMENT (ECF NO. 1827)

For the reasons set forth in the attached memorandum, Dow Silicones Corporation ("Dow Silicones"),[1] the Debtor's Representatives (the "DRs"), and the Finance Committee ("FC") (collectively, "Respondents") hereby oppose Korean Claimants' Revised Motion to Stay the Court's Order Granting Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement (ECF No. 1827), ECF No. 1836 ("Revised

[1] Dow Corning Corporation changed its name to Dow Silicones Corporation on February 1, 2018.

Motion to Stay") and respectfully submit that the Revised Motion to Stay should be denied.

Dated: February 26, 2025

Respectfully submitted,

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MEMORANDUM IN SUPPORT OF THE RESPONSE OF DOW SILICONES CORPORATION, THE DEBTOR'S REPRESENTATIVES, AND THE FINANCE COMMITTEE TO THE KOREAN CLAIMANTS' REVISED MOTION TO STAY THE COURT'S ORDER GRANTING MOTION TO TERMINATE FUNDING PURSUANT TO SECTION 2.01(c) OF THE FUNDING PAYMENT AGREEMENT AND TO TERMINATE THE SETTLEMENT FACILITY PURSUANT TO SECTION 10.03 OF THE SETTLEMENT FACILITY AND FUND DISTRIBUTION AGREEMENT (ECF NO. 1827)

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CONCISE STATEMENT OF ISSUES PRESENTED

1. Should the Court stay its December 30, 2024 *Order Granting Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement (ECF No. 1796)*, where (1) the Movants cannot demonstrate a likelihood of success on the merits where the Court's determination is based on unambiguous language in the Plan of Reorganization and the Movants' disagreement with the application of the language is based on their disagreement with prior determinations of the district court and the appellate court, (2) Movants will not suffer irreparable harm in the absence of a stay because they seek only monetary relief, (3) a stay would harm the Settlement Facility and the Reorganized Debtor by incurring unnecessary costs and creating uncertainty, and (4) a stay would be contrary to the public interest in achieving finality.

   Respondents' Answer: No.

CONTROLLING OR MOST APPROPRIATE AUTHORITY

- Dow Corning Amended Joint Plan of Reorganization
- Settlement Facility and Fund Distribution Agreement
- Dow Corning Settlement Program and Claims Resolution Procedures, Annex A
- Funding Payment Agreement
- *In re: Settlement Facility Dow Corning Trust*, No. 24-1653, Doc. No. 23-2 (6th Cir. Feb. 13, 2025)

Dow Silicones Corporation ("Dow Silicones")[1], the Debtor's Representatives (the "DRs"), and the Finance Committee (the "FC") (collectively, "Respondents") respectfully request that the Court deny the Revised Motion to Stay the Court's Order Granting Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement (ECF No. 1827), ECF No. 1836 ("Revised Motion to Stay"), filed by the Korean Claimants ("Movants").

INTRODUCTION

On December 30, 2024, after extensive briefing and oral argument, this Court entered the Order Granting Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement (ECF No. 1796), ECF No. 1827 ("Termination Order"). The criteria for termination of funding and closure of the Settlement Facility are prescribed by the Amended Joint Plan of Reorganization (the "Plan"). The Plan was designed to "sunset" as soon as possible after the 16-year period allotted for filing settlement claims. That 16-year claim filing period concluded nearly six years ago and, as this

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Court properly recognized in the Termination Order, all conditions for termination and closure have been satisfied. Nevertheless, the Movants have appealed the Termination Order and now, more than a month after filing the notice of appeal, seek to stay the Termination Order. The Movants filed a Motion to Stay on February 2, 2025 and then filed a Revised Motion to Stay on February 13, 2025 superseding the original Motion to Stay.

The Revised Motion to Stay should be denied because the Movants cannot demonstrate a likelihood of success on the merits of their appeal or that they will be irreparably harmed absent a stay. Further, a stay would be detrimental to the Debtor and to the staff of the Settlement Facility and would serve no public interest. There is therefore no justification for a stay.

BACKGROUND[2]

I. Motion Practice Related to Motion to Terminate

On November 15, 2024, the Respondents filed the Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement ("Motion to Terminate") in accordance with the express provisions of the Plan. ECF No. 1796. The Plan, as this Court

[2] For the sake of judicial efficiency, Respondents incorporate by reference the Background section from the Motion to Terminate. *See* Motion to Terminate, PageID.42208-42223.

knows, was structured to allow settling tort claimants a substantial period of time, but not an unlimited period of time, within which to file claims for compensation for certain defined conditions. The Motion to Terminate demonstrated unequivocally that the conditions for termination had been satisfied. The Motion to Terminate included uncontroverted declaration testimony of the independent Court-appointed persons responsible for administering the Settlement Fund confirming that the Settlement Facility had completed processing of all timely claims well before the Motion to Terminate was filed; all claims in Classes 5 – 10.2 had received a final determination either Allowing or denying the claim under the terms of the Plan; all payments for eligible Allowed claims had been issued; and all eligible administrative expenses had been paid and that sufficient funds remained to pay ongoing administrative costs of wind down. (In fact, virtually all payments due for eligible claims were paid before 2024 – and only a handful of claim payments were issued in 2024.) The Motion to Terminate further demonstrated that the claims in Plan Classes 11 – 19 have been resolved and that the last remaining cases filed against the Litigation Facility had been finally dismissed as of 2015.

On November 27, 2024, the Korean Claimants filed a Cross-Motion to Deny Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement and for Order to Make

Payments in Default to Korean Claimants (ECF No. 1802) ("Cross-Motion"). The Korean Claimants raised three issues in their Cross-Motion. They contended that (1) the conditions for termination have not been met because some of the Korean Claimants have not received payment, (2) because they have continued to make demands of payments on claims previously denied and closed, those resolved claims are somehow not otherwise finally resolved, and (3) the funding periods extend beyond the period of time set forth in the Plan and that Korean Claimants' submission of questions or address information constitutes new "claim filings" within the meaning of Section 2.01(c) of the Funding Payment Agreement ("FPA"). Cross-Motion at 2-6, PageID.42642-42646. On December 9, 2024, the Respondents filed a Reply and Response to the Cross-Motion (ECF No. 1807) ("Response"). On December 11, 2024, the Korean Claimants filed a Reply to Movants' Response (ECF No. 1812).[3] On December 11, 2024, this Court held a hearing on the Motion to Terminate.

[3] The Claimants' Advisory Committee ("CAC") filed a Response to the Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement on December 6, 2024. ECF No. 1806. That Response stated support for the Motion to Terminate but suggested consideration of a delay in implementation and further requested additional fees for prior work of the CAC. These issues are not pertinent here. The CAC has not appealed the Termination Order.

On December 30, 2024, this Court issued the Termination Order granting the Motion to Terminate finding that "the conditions for the termination of funding required by the Plan and the Funding Payment Agreement have been met." Termination Order at 20, PageID.43091. The Termination Order addressed and rejected the arguments set forth by Korean Claimants in the Cross- Motion.

On January 1, 2025, the Korean Claimants filed a Notice of Appeal of the Order to the Sixth Circuit. ECF No. 1830.

II. Motion to Stay

On February 2, 2025, the Korean Claimants filed a Motion to Stay ("Original Motion to Stay"). ECF No. 1834. The Korean Claimants sought to stay the Termination Order in light of their appeal of the Motion to Terminate, Case No. 25-1004, and another appeal that was then pending in the United States Court of Appeals for the Sixth Circuit, Case No. 24-1653. The pending appeal in Case No. 25-1004 addresses certain arguments that were raised in the Cross-Motion filed by Korean Claimants in support of their objection to the Motion to Terminate including (1) "Whether the conditions to terminate funding pursuant to section 2.01(c) of the Funding Payment Agreement and to terminate the Settlement Facility pursuant to section 10.03 of the Settlement Facility and Funding Distribution Agreement were met, (2) Whether all Claims filed have been liquidated and paid or otherwise finally resolved under section 2.01(c) of the Funding Payment Agreement, (3) Whether the

Settlement Facility finally resolved the Korean Claims although it did not pay over six million dollars to the Korean Claimants, (4) Whether the Cross Motion for Payment of the Korean Claimants must be denied." Korean Claimants' Civil Appeal Statement of Parties and Issues, Case No. 25-1004. On February 13, 2025, the Court of Appeals issued its decision in the pending appeal, Case No. 24-1653, rejecting the arguments asserted by Korean Claimants. *In re: Settlement Facility Dow Corning Trust*, No. 24-1653, Doc. No. 23-2 (6th Cir. Feb. 13, 2025) (denying the Korean Claimants' appeal regarding challenges to denials of certain claims as well as the terms of the District Court's Closing Orders 2, 3, and 5). On February 13, 2025, the Korean Claimants filed the Revised Motion to Stay in which they seek to stay the Termination Order based on their newest appeal – the appeal of the Termination Order. ECF No. 1836. The Revised Motion to Stay modifies the arguments asserted by Korean Claimants in support of their request for a stay.[4] On February 19, 2025, the Korean Claimants filed an Exhibit A to the Revised Motion to Stay in which they

[4] On February 18, 2025, Respondents filed a Notice Regarding Response of Dow Silicones Corporation, the Debtor's Representatives, and the Finance Committee to the Korean Claimants' Original and Revised Motion to Stay the Court's Order Granting Motion to Terminate Funding Pursuant to Section 2.01(c) of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section 10.03 of the Settlement Facility and Fund Distribution Agreement (ECF 1827), ECF Nos. 1834 and 1836, in which the Respondents, due to the filing of the Revised Motion to Stay, asserted their intent to file their Response to the superseding Revised Motion to Stay on or before the deadline of February 27, 2025. ECF No. 1837.

submitted a copy of the Appellant brief they filed on February 18, 2025 with the Sixth Circuit in Case No. 25-1004. ECF No. 1838.

ARGUMENT

The Korean Claimants Have Not Established the Necessary Factors to Support a Stay.

In determining whether a stay should be granted, the court considers "the same four factors that are traditionally considered in evaluating the granting of a preliminary injunction." *Acosta v. Timberline S. LLC*, No. 16-CV-11552, 2018 WL 3839380, at *1 (E.D. Mich. Aug. 13, 2018) (citing *Mich. Coal. of Radioactive Material Users, Inc. v. Griepentrog*, 945 F.2d 150, 153 (6th Cir. 1991)). These four factors are: "(1) the likelihood that the party seeking the stay will prevail on the merits of the appeal; (2) the likelihood that the moving party will be irreparably harmed absent a stay; (3) the prospect that others will be harmed if the court grants the stay; and (4) the public interest in granting the stay." *DV Diamond Club of Flint, LLC v. Small Business Admin.*, 960 F.3d 743, 746 (6th Cir. 2020) (quoting *Griepentrog*, 945 F.2d at 153). The party seeking the stay must demonstrate at least serious questions going to the merits and irreparable harm that decidedly outweighs the harm that will be inflicted on others if a stay is granted. *Baker v. Adams Cnty./Ohio Valley Sch. Bd.*, 310 F.3d 927, 928 (6th Cir. 2002) (citing *In re DeLorean Motor Co.,* 755 F.2d 1223, 1229 (6th Cir. 1985)).

The Korean Claimants must articulate the specific reasons why the Order at issue is likely to be reversed. *See Detroit Free Press, Inc v. Ashcroft,* No. 02-1437, 2002 WL 1332836, at *1 (6th Cir. Apr. 18, 2002) ("a party seeking a stay must ordinarily demonstrate to a reviewing court that there is a likelihood of reversal") (citing *Griepentrog*, 945 F.2d at 153). The Korean Claimants have not met their burden.

A. Korean Claimants Are Not Likely to Succeed On the Merits: The Termination Order is Based on Uncontroverted Declaration Testimony and this Court's Application of the Plain Unambiguous Language of the Plan and the Korean Claimants' Challenge is Based on Their Unsupported Interpretation of the Plan Language and their Disagreement with Prior Orders of This Court Establishing the Standards for Payment of Claims All of Which have been Rejected as Barred by the Plan by this Court and on Appeal.

The FPA provides that "Dow Corning's obligation to fund up to the amount of the applicable Annual Payment Ceiling shall continue until the earlier of (i) the date when all Allowed Claims in each of Classes 5 through 19 and all other obligations of the Settlement Facility and the Litigation Facility have been paid, all Claims filed have been liquidated and paid or otherwise finally resolved, and no new timely Claims have been made against the Settlement Facility or the Litigation Facility for two consecutive Funding Periods; or (ii) the payment of all amounts required by this Agreement." FPA at § 2.01(c). Once the Debtor's funding obligations are terminated, the SFA provides that the Settlement Facility – the entity

responsible for the adjudication of claims – shall wind down its operations and close. SFA at § 10.03. The Motion to Terminate demonstrated that these conditions were satisfied. Motion to Terminate at 17-32, PageID.42223-42238. This Court agreed.

In arguing that the conditions for termination were not satisfied, the Korean Claimants take two general positions. First, they argue that the Court's interpretation of the termination language in the FPA is incorrect. They contend, contrary to the plain language of Section 2.01(c), that all claimants – regardless of whether they have submitted the documentation required by the Plan and Court Order – must be paid before termination can occur. That is, they argue that a claim is not finally resolved within the meaning of Section 2.01(c) if it was not paid. As this Court previously found, this is plainly incorrect and contrary to the structure of the compensation program in the Plan. Termination Order at 10-11, PageID.43081-43082. If termination could only occur once every claim received a payment, then there would have been no need for review of claims or the detailed eligibility criteria and Court orders that specified which claims are payable.

The Plan does not condition termination on receipt of payment by every claimant. Rather, termination is based on payment of *Allowed* claims in Classes 5-19 and *resolution* of other claims through liquidation and payment or "otherwise". FPA at § 2.01(c). Not all claims are eligible for payment – and a claim can be resolved in many ways that do not include payment. If the argument of the Korean

Claimants were to be adopted, it would require a distribution of payment from the limited fund for claims that have been closed for failure to provide necessary documents, denied as untimely, fraudulent, deficient, or simply ineligible. Such an outcome is plainly contrary to the terms of the Plan.[5] The Korean Claimants disagree with the Court's definition of "finally resolved" and argue that the "interpretation of the Plan Documents should be done by a higher court." Revised Motion to Stay at 3, PageID.43196. The Korean Claimants argue that this Court's determination that their claims were "otherwise finally resolved" is flawed because it is based, in their view, on the Plan term that prohibits appeals from decisions of the Claims Administrator. *Id*. at 2-3, PageID.43195-96. The Korean Claimants complain that

[5] Claimants who never filed the necessary forms to generate a claim review cannot have an Allowed claim once the final filing deadlines passed. Such claims are finally resolved. Claims that are ineligible claims or deficient (and not cured) are finally resolved under the terms of the Plan because they cannot be Allowed. Claims that were not submitted on time in accordance with the Plan deadlines are not eligible for Allowance and are finally resolved. Claims that fail to provide the information necessary for payment in accordance with the Plan terms and the Court Orders and are closed pursuant to Court order cannot be Allowed and are finally resolved. Claims that are fraudulent and therefore not in compliance with the requirements for settlement compensation cannot be Allowed and are finally resolved. Once the Settlement Facility makes a final determination on the claim – whether to Allow or deny – the Claim is finally resolved. *See* Annex A at § 8.05 (The Plan specifically, unequivocally, and unambiguously bars appeals of the decisions of the Claims Administrator or Appeals Judge to this or any other court.); *see also In re Clark-James*, 08-1633, 2009 WL 9532581, at **2, 3 (6th Cir. Aug. 6, 2009) ("the Plan provides no right of appeal to the district court, except to resolve controversies regarding the interpretation and implementation of the Plan and associated documents.").

the Plan's prohibition on appeals from decisions of the Settlement Facility has prevented Korean Claimants from obtaining a substantive determination of the validity of their arguments regarding the validity of the Settlement Facility's substantive decisions on their claims. In short, they appear to argue that a claim cannot be finally resolved if the claimant did not have a chance to dispute the Settlement Facility decision on the merits. Of course, as both this Court and the Court of Appeals have held repeatedly – the Plan prohibits such appeals – and for good reason. The Plan was designed to channel the claims review and payment process into an administrative system rather than the judicial system. The most recent Court of Appeals decision, issued February 13, 2025, affirms this Court's decision rejecting multiple disputes raised by Korean Claimants asserting that the Settlement Facility wrongfully denied various of their claims on the ground that the Plan prohibits such appeals. *In re: Settlement Facility Dow Corning Trust*, No. 24-1653, Doc. No. 23-2 at 3-4 ("the Korean Claimant are not among the '[c]ertain parties' authorized to appeal to district court … [and] this case is not among the 'certain circumstances' eligible for appeal …. [because they] are appealing individualized decisions by the Claims Administrator and Appeals Judge regarding deficiencies in their claim forms. The settlement agreement renders those decisions unreviewable.").

Korean Claimants' second general argument is that the standards and criteria applied to deny many of their claims were incorrect and therefore those claims are not "finally resolved". This argument raises – again – the requirements that the Korean Claimants have unsuccessfully disputed in multiple appeals to this Court and the Court of Appeals. The Korean Claimants' primary argument is that the requirement for verification of addresses to assure proper distribution of funds resulted in the wrongful denial of Korean Claimants' Claims.

The Korean Claimants have asserted their disagreement with the address verification requirements in multiple motions and appeals and, in each such instance, this Court and the Court of Appeals have rejected their arguments. *See id*. (affirming the district court's decision that the Korean Claimants were bound by the Closing Orders, including the requirement to submit a confirmed, current address for claimants in order to receive payments and the Korean Claimants' challenges to the requirements on both notice and discriminatory application grounds failed); *In re Settlement Facility Dow Corning Trust*, No. 21-2665/22-1750/1753/1771, 2023 WL 2155056, at *3 (6th Cir. Feb. 22, 2023) (affirming the district court's decision that the Korean Claimants are bound by the terms of "Closing Order 2" – which is the district court Order that set forth the challenged address mandate); *see also* July 31, 2024 Order Regarding Motions Filed By the Korean Claimants (ECF Nos. 1752,

1757, 1758, 1767, 1776), ECF No. 1783 (denying Motion for Order for the SF-DCT to Lift Off the Address Update and Confirmation, ECF No. 1758).

The Korean Claimants further assert that the Claims Administrator made "misstatements" in her declaration in support of the Respondents' Reply and Response to the Cross-Motion and that the Court ignored the Korean Claimants' arguments indicating that the declaration was not correct. Revised Motion to Stay at 3, PageID.43197. This accusation is scurrilous, unsupported, and false. The Claims Administrator is a neutral person appointed by the Court to perform tasks defined in the Plan or directed by this Court. The Claims Administrator simply reports the facts based on the records maintained in the ordinary course by the Settlement Facility. The Korean Claimants provide no basis or evidence for any contention that the Claims Administrator made any "misstatements".

The Korean Claimants final argument is that the conditions for termination have not been satisfied because the Korean Claimants persistent complaints to the Settlement Facility constitute some form of activity that means that the claims' filing activity is continuing within the meaning of Section 2.01(c) of the FPA. Korean Claimants ongoing affirmative communications cannot change the fact that the Settlement Facility has completed its operations. Their claims were either invalid or denied and the correspondence they refer to does not change that outcome.

None of the arguments raised by Korean Claimants suggests even a remote possibility of success on the merits in their appeal of this Court's Termination Order.

B. There is No Irreparable Harm to Korean Claimants.

To support a stay pending appeal, the Movant must show irreparable harm. *See State of Ohio v. Becerra*, No. 21-4235, 2022 WL 413680, at *2 (6th Cir. Feb. 8, 2022)("'[E]ven the strongest showing' on the other factors cannot justify a preliminary injunction if there is no 'imminent and irreparable injury.'") (quoting *Memphis A. Philip Randolph Inst. v. Hargett*, 978 F.3d 378, 391 (6th Cir. 2020), quoting *D.T. v. Sumner Cnty. Schools*, 942 F.3d 324, 326-27 (6th Cir. 2019)). That injury "'must be both certain and immediate,' not 'speculative or theoretical.'" *D.T.*, 942 F.3d at 927 (quoting *Griepentrog*, 945 F.2d at 154). Additionally, "[t]he possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm." *Becerra,* 2022 WL 413680, at *2 (quoting *Griepentrog*, 945 F.2d at 154, quoting *Sampson v. Murray*, 415 U.S. 61, 90 (1974)).

Here, the Korean Claimants seek compensatory relief. Were the Court of Appeals to find that this Court's Termination Order was in error, and that the funding obligations should not be terminated, then Korean Claimants would receive the relief they seek regardless of whether there is a stay. There is no irreparable harm.

C. Issuance of a Stay Would Harm the Settlement Facility, Other Claimants, and Dow Silicones.

The Korean Claimants assert that "other claimants will not be harmed" by the issuance of a stay because "they have received the payments in full under the Plan Documents." Revised Motion to Stay at 4, PageID.43197. The Korean Claimants claim they "are the only group of the claimants left not paid by the Settlement Facility." *Id*. First, Korean Claimants have no basis to make such a statement. The prior submissions in the numerous motions filed by Korean Claimants demonstrate that there are other claimants who did not receive payment. The Motion to Terminate outlines the final resolution of claims submitted to the Settlement Facility. Motion to Terminate at Exhibit 7, Declaration of Kimberly Smith-Mair in Support of Motion to Terminate, at ¶¶ 7-8, PageID.42626. That Exhibit confirms that there are 126,303 claims from Class 5, 6.1 and 6.2 that have not been paid because, like Korean Claimants, their claims were not eligible for reasons such as fraud, late submission, uncured deficiencies, and failure to submit documentation. A stay that affects the ability of the Settlement Facility to terminate would have a significant detrimental effect: the Settlement Facility would continue to incur costs just to maintain staff on the payroll despite the fact that they will have no tasks to perform, thereby harming the Reorganized Debtor which provides funding for the operation of the Plan. A stay would harm the staff of the Settlement Facility who would be required to remain in their positions instead of seeking new jobs or moving on to

other endeavors. It would also create uncertainty among claimants who have all been informed of the termination of operations and the cessation of communications.

D. A Stay Would Not Serve the Public Interest.

The Korean Claimants assert that the public interest will be served by a stay because the Respondents have "colluded with each other to enforce Closing Order 2 regarding address update and confirmation requirement, to enforce Closing Order 3 and Closing Order 5 to exclude the Korean claimants from being paid." Revised Motion to Stay at 4, PageID.43197. This Court and the Sixth Circuit have upheld the validity of the Closing Orders. There can be no tenable claims of unlawful collusion or discriminatory exclusion of the Korean Claimants. *See, e.g., In re: Settlement Facility Dow Corning Trust*, No. 24-1653, Doc. No. 23-2 at 5-7 (6th Cir. Feb. 13, 2025) (The Court of Appeals dismissed the Korean Claimants' allegations of discrimination and found that "[t]he address verification procedures applied equally to all claimants… [and i]n the end, the Korean Claimants received the same treatment as any other similarly positioned claimant."). There is no public interest to be served by staying the wind down activities. The public has no interest in forcing the Settlement Facility to remain open and to incur needless expense simply to wait for the Sixth Circuit to, once again, decide that the claims of Korean Claimants have been dispositively resolved.

CONCLUSION

For the foregoing reasons, Dow Silicones Corporation, the Debtor's Representatives, and the Finance Committee, respectfully request that the Court deny the Revised Motion to Stay.

Dated: February 26, 2025

Respectfully submitted,

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:	§	**Case No. 00-CV-00005**
SETTLEMENT FACILITY DOW CORNING TRUST	§	**Hon. Denise Page Hood**

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2025, I electronically filed the foregoing document with the Clerk of the Court using the ECF System which will send notification of such filing to all registered counsel in this case.

Dated: February 26, 2025

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