

**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
CLAIMANTS’ ADVISORY COMMITTEE TO MOTION
FOR PREMIUM PAYMENTS TO KOREAN CLAIMANTS**

For the reasons set forth in the attached memorandum, Dow Silicones Corporation (“Dow Silicones”),¹ the Debtor’s Representatives (the “DRs”) and the Claimants’ Advisory Committee (the “CAC”) oppose Yeon Ho Kim’s Motion for Premium Payments to Korean Claimants (“Motion for Premium Payments”) and respectfully submit that the Motion for Premium Payments should be denied.

¹ As Dow Silicones Corporation previously advised the Court, Dow Corning Corporation changed its name to Dow Silicones Corporation on February 1, 2018.

July 20, 2020

*On Behalf of Dow Silicones
Corporation and the Debtor's
Representatives*

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**Case No. 00-CV-00005
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Hon. Denise Page Hood

**MEMORANDUM IN SUPPORT OF THE RESPONSE OF DOW
SILICONES CORPORATION, THE DEBTOR'S REPRESENTATIVES
AND THE CLAIMANTS' ADVISORY COMMITTEE TO MOTION FOR
PREMIUM PAYMENTS TO KOREAN CLAIMANTS**

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CONCISE STATEMENT OF ISSUES PRESENTED

1. Should the Court deny the Motion for Premium Payments to Korean Claimants because the SF-DCT is prohibited by Closing Order 2 from issuing Premium Payments without first verifying a current address for the claimants?

Respondents Answer: Yes.

2. Should the Court deny the Motion for Premium Payments because it is an unauthorized appeal prohibited by the Plan?

Respondents answer: Yes.

CONTROLLING OR MOST APPROPRIATE AUTHORITY

- *In re Settlement Facility Dow Corning Trust*, 760 Fed.Appx. 406 (6th Cir. 2019)
- *In re Settlement Facility Dow Corning Trust*, 2017 WL 7660597 (E.D. Mich. Dec. 28, 2017), *aff'd* 60 Fed.Appx. 406 (6th Cir. 2019)
- 11 U.S.C. § 1141(a)
- Closing Order 2 (ECF No. 1482)
- Dow Corning Amended Joint Plan of Reorganization
- The Settlement Facility and Fund Distribution Agreement
- Dow Corning Settlement Program and Claims Resolution Procedures, Annex

Dow Silicones Corporation (“Dow Silicones”), the Debtor’s Representatives (the “DRs”) and the Claimants’ Advisory Committee (the “CAC”) (collectively, “Respondents”) respectfully request that the Court deny Yeon Ho Kim’s Motion for Premium Payments to Korean Claimants (“Motion for Premium Payments”).¹

The Motion for Premium Payments² must be denied because payments to Korean Claimants, like payments to all other Claimants, can be made only in accordance with the Plan Documents and the orders of this Court and the uncontroverted record shows that counsel for Korean Claimants has not complied, or caused his clients, Korean Claimants, to comply with applicable orders of this Court. The Motion must be denied for the additional reason that it is an unauthorized appeal of a Claims Administrator’s decision that is barred by the Plan.

¹ Respondents have the absolute right to be heard on any matter that affects the Dow Corning Amended Joint Plan of Reorganization (“Plan”) (Exh.1) or Plan Documents. The Settlement Facility and Fund Distribution Agreement (“SFA”) provides that the CAC and/or the DR’s “may file a motion or take any other appropriate actions to enforce or be heard in respect of the obligations in the Plan and in any Plan Document.” Exh. 2, SFA § 4.09(c)(v).

² Premium Payments are defined as “that portion of a Disease or Rupture Payment for Breast Implant Claimants or Medical Condition Payment for Covered Other Products Claimants designated as a Premium Payment on the Settlement Grid. A Premium Payment shall be a Second Priority Payment.” Exh. 3, Dow Corning Settlement Program and Claims Resolution Procedures, Annex A to SFA (“Claims Resolution Procedures”), at § 1.05. Unless otherwise defined, capitalized terms used herein shall have the meaning provided in the Plan, the SFA, or the Claims Resolution Procedures.

The Respondents note also that Korean Claimants did not seek concurrence in the Motion for Premium Payments as is required by this Court's rules. LR 7.1(a).³

BACKGROUND

A. Controlling Plan Documents and Court Orders

On June 1, 2004, the Plan governing the Dow Corning Corporation bankruptcy matter became effective and by its terms established a settlement program for claimants seeking compensation for injuries that they allege to be related to their breast implants. *See* Exh. 1, Plan. The SFA and the Claims Resolution Procedures prescribe the rules under which settling claims are evaluated and, if eligible, paid. *See* Exh. 2, SFA, Exh. 3, Claims Resolution Procedures. The claims of Settling Personal Injury Claimants are reviewed, evaluated and paid by the Settlement Facility-Dow Corning Trust (the "SF-DCT"). The Claims Administrator appointed by the Court under the terms of the SFA is responsible for overseeing the processing and payment of Claims by the Settlement Facility in accordance with the terms of the SFA, and for implementing procedures for the prevention and detection of fraud. *See* Plan § 1.29, SFA § 5.04.

³ The Motion for Premium Payments does not define "Korean Claimants," but for purposes of this response we assume Korean Claimants means all individuals represented by counsel Yeon-Ho Kim and who may be eligible (now or in the future) for but have not received a 50% Premium Payment.

The Court retains jurisdiction over the Plan to, *inter alia*, “resolve controversies and disputes regarding interpretation and implementation of the Plan and the Plan Documents.” Plan, § 8.7.3. The SFA provides that the resolution of Claims under the terms of the SFA and the Claims Resolution Procedures shall be supervised by the Court, and that the Court “shall perform all functions relating to the distribution of funds and all determinations regarding the prioritization or availability of payments, specifically including all functions related to Articles III, VII, and VIII herein.” SFA § 4.01. The SFA further provides that all funds in the Trust shall remain under the supervision, custody and jurisdiction of the Court. *See* SFA § 10.09 (“All funds in the Settlement Facility are deemed *in custodia legis* until such times as the funds have actually been paid to and received by a Claimant . . .”).

Payments issued by the Settlement Facility must be authorized by the Court. On May 20, 2004, the Court authorized issuance of First Priority Payments. Exh. 4, Order Authorizing Payment of First Priority Payments Pursuant to Amended Joint Plan of Reorganization, (ECF No. 96). On January 29, 2019, the Court entered an Order Authorizing Fifty Percent of Second Priority Payments. Exh. 5 (ECF No. 1476) (“Fifty Percent SPP Order”). The Fifty Percent SPP Order authorizes fifty percent of Second Priority Payments “as and when allowed for payment under the terms of the Plan” and is expressly “subject to other existing or future orders governing distribution of claim payments, the SF-DCT’s claims-processing

protocols and procedures, and the Finance Committee’s responsibility under Section 7.02(b) of the Settlement Facility Agreement to establish procedures to verify the allowed amount of each claim certified for payment.” *Id.*

On March 19, 2019, the Court entered Closing Order 2. Exh. 6 (ECF No. 1482). Closing Order 2 includes protocols “designed and intended to authorize the SF-DCT to take actions to ensure that Settlement Fund payments are distributed to claimants as required by the Plan.” Closing Order 2, at ¶ 7. These mandatory procedures apply to all payments – including Premium Payments. Closing Order 2 prohibits the SF-DCT from issuing payments to claimants who cannot be located:

the SF-DCT shall not issue payments to or for claimants or an authorized payee unless the SF-DCT has a confirmed, *current* address for such claimant or authorized payee. A confirmed current address means an address that has been verified as a mailing address where the claimant or authorized payee is receiving mail so that the SF-DCT can assure that the claimant or authorized payee will actually receive the mailed check. This requirement applies both to claimants who are unrepresented and claimants who are represented and whose payment check might be mailed to the claimant’s attorney.

Closing Order 2, at ¶ 11 (emphasis added).

These requirements were imposed by the Court to help preserve assets of the Settlement Fund. Historically, the SF-DCT has issued award letters to claimants when a payment has been mailed. The purpose of the award letter was to inform the claimant that a payment had been made so that the claimant could look for the check in the mail or contact her attorney to make an arrangement for payment. *See* Exh. 7, July 20, 2020 Declaration of Ann M. Phillips (“Phillips Dec.”), at ¶ 8. This

procedure allowed the SF-DCT to identify situations where the claimant might not have received the payment – because if the award letter was returned as undeliverable, it was unclear whether the claimant knew of the payment. If the deficiency in the claimant’s address is not identified until after a check is issued, the SF-DCT must then expend resources to locate the claimant and if unsuccessful to recover the funds. The SF-DCT is not always successful in recouping funds. *See id.* at ¶ 10.

Closing Order 2 addresses that issue by mandating address verification before the payment is issued. In Closing Order 2, the Court specifically noted that the SF-DCT had expended significant time and money attempting to locate claimants and that claimants and attorneys are required to keep their address and contact information current so that payments can be sent to a current address. *Id.* The procedures in Closing Order 2 are intended to ensure that payments are issued only where the SF-DCT is assured that the claimant will actually receive the funds.

Closing Order 2 makes clear that the SF-DCT may verify the claimant’s address by requesting information from the attorney of record or through other means. Specifically, Closing Order 2 states: “The SF-DCT may accept confirmation of a claimant’s current address provided by the claimant’s attorney of record; however, the SF-DCT may seek additional confirmation as appropriate including, for example, in instances where prior mailings were returned as

undeliverable or where prior address confirmations were not accurate.” Closing Order 2 at ¶ 11.

The Order does not limit the circumstances under which the SF-DCT may seek such further verification but the specific examples provided in the Order give guidance: the SF-DCT should seek additional confirmation – such as from the claimant directly – where there is evidence that prior address information provided by counsel has proven to be inaccurate or unreliable. Closing Order 2 applies to all claimants and all attorneys who seek to obtain payments from the SF-DCT.

Korean Claimants did not object to or appeal Closing Order 2. The time for any challenge on appeal has long since passed – it is now more than 16 months since Closing Order 2 was entered and implemented.

B. The SF-DCT’s Address Verification Process

As required by Closing Order 2, the SF-DCT has implemented procedures to verify current addresses before issuing payments. *See Phillips Dec.* at ¶¶ 11-19. The SF-DCT conducts address verifications when a claim is eligible for payment and the SF-DCT has not received address information for the claimant within the prior 90 days. (That is, the SF-DCT deems an address to be current if reliable address information was provided within 3 months of the time when the SF-DCT would issue a payment.) *Id.* at ¶ 13.

To verify addresses, the SF-DCT mails an address verification request to claimants eligible to receive payment requesting confirmation of the claimant's address. *Id.* at ¶ 12. The letter to the claimant provides a space for the claimant to confirm or update her address. The claimant is then supposed to return the document to the SF-DCT. *Id.* Where applicable, attorneys of record for those claimants are also sent a separate mailing that includes a form that the attorney is supposed to complete to confirm or note changes in claimants' addresses. *Id.* All payments remain on hold until the SF-DCT obtains a verified address. *Id.* at ¶ 14.

The SF-DCT analyzes the responses received and determines whether the address information received is reliable and constitutes a proper verification. *Id.* at ¶ 15. For example, if the claimant's attorney of record and the claimant submit different address information, the SF-DCT will accept the address provided by the claimant and notify the attorney so that the attorney can update the relevant records. *Id.* at ¶ 16. If the SF-DCT has reason to conclude that address information provided by the attorney is not reliable, the SF-DCT will implement additional verification procedures even if the claimant has not responded. *Id.* at ¶ 17. If, for example, the attorney lists an address that has already proven to be invalid – for example, if prior mailings to the address have been returned as undeliverable – the SF-DCT will seek other forms of verification. *Id.* at ¶ 18. If the SF-DCT verifies an address and then learns after a payment is distributed to the attorney of record that the claimant's

address is not valid, the SF-DCT will require the attorney to return the payment. There are two requests for current address sent to the attorney before the request to return the funds is made. *Id.* at ¶¶ 9, 19.

C. SF-DCT Data Regarding Mailings to Korean Claimants

For several years before the entry of Closing Order 2, and continuing after the entry of Closing Order, the SF-DCT has attempted – with little success – to confirm address information for Korean Claimants represented by Mr. Kim. *Id.* at ¶ 21. The SF-DCT has sent numerous letters to Mr. Kim seeking correct address information and has attempted to verify addresses by sending mailings directly to claimants at the addresses provided by Mr. Kim. *See id.* at ¶¶ 22, 24, 27; Phillips Dec. at Exhs. A, C and E. On multiple occasions, a high percentage of address verification mailings sent to claimants using the address information provided by Mr. Kim have been returned as undeliverable. *See* Phillips Dec. at ¶¶ 22, 31, 33, 38. Several such address verification mailings sent by the SF-DCT to Korean Claimants have resulted in a 40 to 50 percent return rate. *Id.* at ¶¶ 31, 34, 38. This return rate is significantly greater than the rate of undeliverable mail that the SF-DCT has experienced for other claimants. *Id.* at ¶ 38.

A brief summary of the history of the SF-DCT’s attempts to obtain accurate address information for the Korean Claimants illustrates the significant efforts expended by the SF-DCT. For example, on May 16, 2017, the SF-DCT sent Mr.

Kim a list of 132 claimants he represented for whom correspondence mailed to the claimants regarding payments that had been made on their claims had all been returned as undeliverable. Phillips Dec. at ¶ 22 and at Exh. A. These communications provided explicit instructions for providing address information and, in fact, included details about the address requirements based on guidance from the United States Postal Service. *Id.* at ¶ 27 and at Exh. E.

In response to these efforts, the SF-DCT has received multiple communications from counsel for Korean Claimants disputing his obligation to provide address verifications. *See* Phillips Dec. at ¶¶ 23, 25; Phillips Dec. at Exhs. B and D. Some of this history has been provided previously to the Court by the Finance Committee. *See* Exh. 8, Finance Committee’s Motion for Entry of an Order to Show Cause with respect to Yeon Ho Kim (Doc. # 1352) (“FC Motion for OSC”). The Finance Committee filed the FC Motion for OSC because the SF-DCT had been unable to notify claimants that payments had been distributed to their attorney because the award letters sent to the claimants were returned as undeliverable. *Id.* at ¶¶ 4-7.

On April 4, 2019, the SF-DCT mailed address verification letters to all claimants who were eligible at that time for a Premium Payment. Phillips Dec. at ¶ 12. That mailing included 924 Korean Claimants. *Id.* at ¶ 30. The SF-DCT sent the verification letters to the addresses that had been provided by Mr. Kim. *Id.* Of

the 924 address verifications mailed to Korean Claimants eligible for Premium Payments, 436 have been returned as undeliverable to date. *Id.* at ¶ 31.

On June 3, 2019, the SF-DCT received some address updates from Mr. Kim. *Id.* at ¶ 33. This address information covered a variety of claimants – including 190 claimants who were eligible for Premium Payments. The SF-DCT sent a mailing to these individuals at the updated addresses that were provided. Of those mailings, 43 have been returned as undeliverable to date. *Id.*

The SF-DCT conducted an audit of mailings to Korean Claimants in early 2020. *Id.* at ¶ 34. That audit revealed that of 1,382 claimants represented by Mr. Kim who are eligible for future payments, at least 600 had mailings sent directly to the claimants that have been returned as undeliverable to-date. *Id.* That audit also revealed that 39.2% of mailings to 2,476 claimants with Class 5 and 6 claims were returned as undeliverable. *Id.* The audit also revealed that 50% of the mailings to updated addresses provided by Mr. Kim at the time of the Finance Committee’s Motion for OSC were returned as undeliverable. *Id.*

The SF-DCT promptly issues payment upon receipt of the verified address. A total of 28 Korean Claimants responded to the April 4, 2019 address verification mailing and returned address information to the SF-DCT. *Id.* at ¶ 32. The SF-DCT has issued the 50% Premium Payments for these 28 claimants. *Id.* The SF-DCT has

promptly paid any Korean Claimant who is eligible for a payment once the claimant's address is verified as required by Closing Order 2. *Id.* at ¶ 36.

In light of this long history, in March 2020, the SF-DCT determined that it was necessary to obtain verification of the addresses of Korean Claimants directly from the claimants – as expressly provided in Closing Order 2. *See id.* at ¶ 40. The SF-DCT sent a letter to Mr. Kim on March 3, 2020 advising him that he must notify his clients to correspond directly with the SF-DCT and provide their current address information. *Id.*; Phillips Dec. at Exh. G. The letter confirmed that once verified addresses were obtained, the SF-DCT would issue the Premium Payments. *Id.*

The SF-DCT has not received any additional address information for Korean Claimants since the notification was sent to Mr. Kim in March. Phillips Dec. at ¶ 41. On July 6, 2020, Korean Claimants filed the Motion for Premium Payments.

ARGUMENT

A. The Motion for Premium Payments Must be Denied Because the SF-DCT Is Prohibited by Closing Order 2 From Issuing Premium Payments Without First Verifying a Current Address for the Claimants

Counsel for Korean Claimants admits that the Korean Claimants have not provided current verified addresses to the SF-DCT for all claimants eligible for Premium Payments but contends that the SF-DCT is still obligated to issue those payments. Korean Claimants appear to be arguing that the order authorizing the distribution of Second Priority Payments requires the SF-DCT to issue such

payments regardless of whether the claimant has satisfied the requirements for payment or complied with applicable orders.⁴

This assertion is incorrect and contrary to the express language of the Fifty Percent SPP Order. The Fifty Percent SPP Order authorizes but does not mandate the distribution of Premium Payments. The Fifty Percent SPP Order expressly conditions the distribution of SPPs on compliance with all Plan requirements, other orders of the Court and all SF-DCT processing requirements: SPPs may be issued “as and when allowed for payment under the terms of the Plan” and “subject to other existing or future orders governing distribution of claim payments, the SF-DCT’s claims-processing protocols and procedures, and the Finance Committee’s responsibility under Section 7.02(b) of the Settlement Facility Agreement to establish procedures to verify the allowed amount of each claim certified for payment.” Fifty Percent SPP Order, at 1-2. The SF-DCT is bound to follow the mandate of Closing Order 2 and may not, therefore, issue payments until the SF-DCT “has a confirmed, current address for such claimant or authorized payee.” Closing Order 2 at ¶ 11.

The SF-DCT has followed the strictures of Closing Order 2 and has implemented appropriate procedures to obtain proper verified addresses for

⁴ Counsel for Korean Claimants argues “the SF-DCT failed to pay the premium payments, which was directed by this Court to pay promptly in the early 2019, to the Korean Claimants.” Motion for Premium Payments at 1.

claimants. The record demonstrates that the SF-DCT has attempted for years to obtain accurate claimant addresses from counsel for Korean Claimants to enable payments to Korean Claimants – with little success. Counsel for Korean Claimants has consistently failed to provide the necessary address information despite multiple requests and has in fact resisted providing addresses. *See Phillips Dec.* at Exhibits A-F.

Given the lengthy history of attempts to obtain accurate contact information for claimants, the multiple requests made to Mr. Kim to assist in obtaining the necessary information and Mr. Kim's failure and indeed refusal to provide such information, the SF-DCT properly sought confirmation of addresses directly from the claimants before issuing payments. A failure to seek such confirmation would have violated Closing Order 2 and would risk the very outcome that Closing Order 2 was intended to avoid: a failure to distribute the funds to the eligible claimant – because the claimant cannot be located or did not receive notification of the payment. The SF-DCT has correctly issued payment to those Korean Claimants who have provided a verified address and has correctly withheld Premium Payments for Korean Claimants pending verification of their addresses.

The argument of Korean Claimants amounts to incorrect assertions about the content of the governing orders and to unsupported false allegations about the actions of the SF-DCT. Counsel for Korean Claimants contends – without any

evidence – that the SF-DCT has adopted a policy of holding payments to all Korean Claimants merely because some do not have verified addresses. *See* Motion for Premium Payments at 2. There is no such policy. To the contrary – the SF-DCT has promptly paid every claimant who provided a current address. Phillips Dec. at ¶ 36. To date, since Closing Order 2, the SF-DCT has paid 50% Premium Payments to 28 claimants represented by Mr. Kim. *Id.* at ¶ 32. The SF-DCT remains ready to issue payments to all Korean Claimants whose claims have been approved for payment as soon as the addresses are verified, as required. *Id.* at ¶ 36.

Counsel for Korean Claimants can easily secure the Premium Payments he seeks by asking his clients to provide the necessary verification of address. It is that simple. As soon as the SF-DCT receives verified addresses, the payments will be issued.

B. Korean Claimants Motion Must be Denied as an Unauthorized Appeal Prohibited by the Plan

Under the Plan, claim appeals to this Court are expressly and unambiguously barred. The provisions of the Plan are binding on claimants as a matter of federal bankruptcy law. *See* 11 U.S.C. § 1141(a) (“the provisions of a confirmed plan bind . . . any creditor . . . whether or not such creditor . . . has accepted the plan”). The Plan was expressly intended to prohibit judicial review of determinations by the Claims Administrator in the context of the settlement program. “There is no provision under the Plan or the SFA which allows a claimant to submit an issue to

be interpreted by the Court or to amend the Plan.” *In re Settlement Facility Dow Corning Trust*, No. 00-00005, 2017 WL 7660597, at *1 (E.D. Mich. Dec, 28, 2017), *aff’d* 760 Fed.Appx. 406 (6th Cir. 2019).

The Motion for Premium Payments challenges the determination of the Claims Administrator regarding whether individual claimants have met the criteria for payment under the terms of the Plan and the Court’s implementing orders. This is nothing more than an appeal of the Claims Administrator’s decision – which is unequivocally barred by the Plan. *See In re Settlement Facility Dow Corning Trust* 760 Fed.Appx. 406, 411-412 (6th Cir. 2019) (“To the extent the Korean Claimants seek to challenge any substantive decisions of the Claims Administrator with respect to any particular claims, such review is beyond the scope of the plan. ‘The Plan provides no right of appeal to the Court.’”) (*quoting In re Settlement Facility Dow Corning Tr.*, No. 12-10314, 2012 WL 4476647, at *2 (E.D. Mich. Sept. 28, 2012)). As the Sixth Circuit stated in rejecting an earlier appeal by Korean Claimants, only “[c]ertain parties under certain circumstances can seek review of decisions ‘regarding the interpretation and implementation of the Plan.’” *In re Settlement Facility Dow Corning Trust*, 760 Fed.Appx. at 412 (*quoting In re Clark-James*, No. 08-1633, 2009 WL 9532581, at *2 (6th Cir. Aug. 6, 2009) (order)). Korean Claimants’ disagreement with decisions regarding claims “are decisions for the Claims Administrator and the Appeals Judge selected under the terms of the plan,

and not the district court” and thus their effort to “seek review of substantive decisions regarding particular claims . . . is contrary to the terms of the plan.” *In re Settlement Facility Dow Corning Trust* 760 Fed.Appx. at 412.⁵

⁵ As this Court has previously explained:

The Plan establishes administrative claim review and appeals processes for Settling Personal Injury claimants. Any claimant who does not agree with the decision of the SF-DCT may seek review of the claim through the error correction and appeal process. (SFA, Annex A, Art. 8.) A claimant may thereafter obtain review by the Appeals Judge. (SFA, Annex A, Art. 8.) The Plan provides that “[t]he decision of the Appeals Judge will be final and binding on the Claimant.” (SFA, Annex A, § 8.05.) Claimants who seek review under the Individual Review Process also have a right to appeal directly to the Appeals Judge. The Plan provides that “[t]he decision of the Appeals Judge is final and binding on both Reorganized Dow Corning and the claimant.” (SFA, Annex A, § 6.02(vi).)

In re Settlement Facility Dow Corning Trust, 2017 WL 7660597, at *3. *See also In re Settlement Facility Dow Corning Trust, Marlene Clark-James*, 08-1633 at 3 (6th Cir. Aug. 8, 2008) (“The district court properly dismissed Clark-James’ complaint . . . essentially seek[ing] a review of the SF-DCT’s determination that she has not submitted sufficient proof to show that her implants had ruptured. [T]he 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.”), *aff’g* No. 07-CV-10191 (E.D. Mich. Mar. 31, 2008); *In re Settlement Facility Dow Corning Trust, Jodi Iseman*, No. 09-CV-10799 at 4 (E.D. Mich. Mar. 25, 2010) (“Even if [claimant had] sought . . . review by the Appeals Judge, the Plan’s language is clear and unambiguous that the decision of the Appeals Judge is final and binding . . . The Plan provides no right to appeal to the Court. Allowing the appeal to go forward . . . would be a modification of the Plan language. The Court has no authority to modify this language.”); *In re Settlement Facility Dow Corning Trust, Nina Rowland*, No. 08-CV-10510 at 3 (E.D. Mich. Sept. 30, 2008) (“The Plan provides no right to appeal to the Court”); *In re Settlement Facility Dow Corning Trust, Dale Reardon*, No. 07-CV-14898 at 3 (E.D. Mich. Sept. 30, 2008) (“The Plan provides no right to appeal to the Court”); *In re Settlement Facility Dow Corning Trust, Mary O’Neil*, No. 00-00005 at 4 (E.D. Mich. Mar. 31, 2008) (“The

CONCLUSION

For the foregoing reasons, Dow Silicones Corporation, the DRs and the CAC respectfully request that the Court deny the Motion to Pay Premium Payments.

July 20, 2020

Respectfully submitted,

On Behalf of Dow Silicones Corporation and the Debtor's Representatives

On Behalf of Claimants' Advisory Committee

/s/ Deborah E. Greenspan

/s/ Dianna L. Pendleton-Dominguez

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Plan provides no right to appeal to the Court”); *In re Settlement Facility Dow Corning Trust, Rosalie Maria Quave*, No. 07-CV-12378 at 6 (E.D. Mich. Mar. 31, 2008) (granting Dow Corning’s motion to dismiss appeal “since Ms. Quave has no right to appeal the Appeals Judge’s decision.”).

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

**SETTLEMENT FACILITY DOW
CORNING TRUST**



Case No. 00-CV-00005

Hon. Denise Page Hood

CERTIFICATE OF SERVICE

I hereby certify that on July 20, 2020, 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: July 20, 2020

/s/ Deborah E. Greenspan

Deborah E. Greenspan
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