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, THE FINANCE COMMITTEE AND THE CLAIMANTS' ADVISORY COMMITTEE TO KOREAN CLAIMANTS' MOTION TO STAY THE COURT'S RULING REGARDING CLOSING ORDER 5

For the reasons set forth in the attached memorandum, Dow Silicones Corporation ("Dow Silicones"),[1] the Debtor's Representatives (the "DRs"), the Finance Committee ("FC"), and the Claimants' Advisory Committee ("CAC") oppose Korean Claimants' Motion to Stay the Court's Ruling Regarding Closing Order 5, ECF No. 1658 ("Motion to Stay") and respectfully submit that the Motion to Stay 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.

Dated: September 12, 2022

Respectfully submitted,

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
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In re: **SETTLEMENT FACILITY DOW CORNING TRUST,**	§	**Case No. 00-CV-00005** **(Settlement Facility Matters)** **Hon. Denise Page Hood**

PROPOSED ORDER OF DOW SILICONES CORPORATION, THE DEBTOR'S REPRESENTATIVES, THE FINANCE COMMITEE AND THE CLAIMANTS' ADVISORY COMMITTEE DENYING KOREAN CLAIMANTS' MOTION TO STAY THE COURT'S RULING REGARDING CLOSING ORDER 5

The Court has considered the responses of Dow Silicones Corporation, the Debtor's Representatives, the Finance Committee, and the Claimants' Advisory Committee to Korean Claimants' Motion to Stay the Court's Ruling Regarding Closing Order 5, ECF No. 1658 ("Motion to Stay") and the Court finds that the Motion to Stay should be denied with prejudice.

ACCORDINGLY, it is hereby ORDERED that the Motion for Stay is DENIED with prejudice.

DATED: _____

_____
DENISE PAGE HOOD
UNITED STATES DISTRICT JUDGE

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**

MEMORANDUM IN SUPPORT OF THE RESPONSE OF DOW SILICONES CORPORATION, THE DEBTOR'S REPRESENTATIVES, THE FINANCE COMMITEE AND THE CLAIMANTS' ADVISORY COMMITTEE TO KOREAN CLAIMANTS' MOTION TO STAY THE COURT'S RULING REGARDING CLOSING ORDER 5

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CONCISE STATEMENT OF ISSUES PRESENTED

1. Should the Court stay its June 13, 2022 Closing Order 5 where Movants have no likelihood of success on their untimely appeal; Movants will suffer no irreparable harm absent a stay; issuance of a stay would cause harm and delay to the SF-DCT and other claimants and Dow Silicones; and a stay would not serve the public interest in implementing the Plan.

   Respondents Answer: No.

CONTROLLING OR MOST APPROPRIATE AUTHORITY

- *Mich. Coal. of Radioactive Material Users, Inc. v. Griepentrog*, 945 F.2d 150, 153 (6th Cir. 1991)
- 28 U.S.C.A §2107
- Fed. R. App. P. 8
- Dow Corning Amended Joint Plan of Reorganization
- The Settlement Facility and Fund Distribution Agreement
- Dow Corning Settlement Program and Claims Resolution Procedures, Annex A

Dow Silicones Corporation ("Dow Silicones"), the Debtor's Representatives (the "DRs"), the Finance Committee (the "FC"), and the Claimants' Advisory Committee (the "CAC") (collectively, "Respondents") respectfully request that the Court deny the Motion to Stay the Court's Ruling Regarding Closing Order 5, ECF No. 1658 ("Motion to Stay") filed by the Korean Claimants ("Movants").

INTRODUCTION

The Motion to Stay requests this Court stay its June 13, 2022 Closing Order 5, Notice that Certain Claims Without a Confirmed Current Address Shall be Closed and Establishing Protocols for Addressing Payments for Claimants in Bankruptcy, ECF No. 1642 ("Closing Order 5") pending appeal to the United States Court of Appeals for the Sixth Circuit. Motion to Stay, ECF No. 1658, PageID.29380. The Korean Claimants have also filed a motion to stay Closing Order 5 in the United States Court of Appeals for the Sixth Circuit. *See* Case No. 22-1753 (6th Cir.). That motion was filed September 1 and, pursuant to an order of the appellate court, the CAC, FC, DRs, and Dow Silicones filed a joint response on September 6, 2022, appended hereto as Exhibit A. The Court of Appeals has not yet ruled on the motion filed in that court.

The Motion to Stay should be denied. Closing Order 5 is both appropriate and necessary to finalize the Settlement Facility operations and assure that all claims are addressed and resolved either by closure or payment as contemplated by the Plan.

There is no basis to conclude that the appeal is likely to be successful on the merits, and Korean Claimants will not suffer irreparable harm in the unlikely event that Closing Order 5 is "reversed" on appeal. Similarly, there is no reason to conclude that a stay serves the public interest. A stay would, however, be detrimental to the operations of the Settlement Facility: it would necessitate retaining staff for a longer period and thereby increase costs, it would create budgeting uncertainty, and it would affect the procedures for finalizing all claims.

BACKGROUND

The Dow Corning Amended Joint Plan of Reorganization ("Plan") (Exhibit B) became Effective on June 1, 2004, pursuant to an Order of this Court. The Plan specifies the terms of the treatment of all classes of creditors and the means for implementing the Plan. The Plan Documents governing operation and implementation of the Plan are defined at Section 1.131 of the Plan to include, *inter alia*, the Settlement Facility and Fund Distribution Agreement ("Settlement Facility Agreement" or "SFA") (Exhibit C), the Dow Corning Settlement Program and Claims Resolution Procedures ("Annex A" to the SFA) (Exhibit D), and the Funding Payment Agreement (Classes 5 through 19) between Dow Corning Corporation, the Dow Chemical Company, Corning Incorporated, and the Claimants' Advisory

Committee ("Funding Payment Agreement") (Exhibit E).[1] Section 5.3 of the Plan provides that the Settling Personal Injury Claims, including the Breast Implant claims, shall be resolved under the terms of the Settlement Facility Agreement (or the Litigation Facility Agreement, as applicable). The Settlement Facility Agreement along with Annex A to the Settlement Facility Agreement establish the detailed rules and guidelines for determining the eligibility of claims for the settlement program and for the submission, evaluation, and payment of Breast Implant claims eligible for a settlement under the Plan.

The Claims Administrator appointed by this Court oversees the operation of the Settlement Facility – the entity that receives, reviews, evaluates, and pays claims subject to the supervision of the District Court. *See* Plan § 1.29. The District Court performs "all functions relating to the distribution of funds." SFA § 4.01.

Settling Personal Injury Claimants who wanted to receive a payment from the Settlement Facility were required to submit claim forms. The claim form – approved in 2001– requires claimants to submit certain information in order to be eligible for payment. *See* Order Approving Claim Form Packages, ECF No. 9; https://www.sfdct.com/_sfdct/index.cfm/disease-claim-forms/ (last accessed on September 11, 2022); https://www.sfdct.com/_sfdct/index.cfm/pom-forms/ (last

[1] Unless otherwise defined, capitalized terms used herein shall have the meaning provided in the Plan, the SFA or Annex A.

accessed on September 11, 2022). That required information includes the claimant's address and contact information along with the contact information for the attorney representing the claimant. *See id.*

The Settlement Facility must assure that claims meet the necessary criteria, that the supporting documentation is reliable, and that funds are distributed only to eligible claimants. SFA § 5.04(b). These requirements protect the limited Settlement Fund assets, assure the equitable treatment of claimants, and prevent incorrect or invalid distributions. This Court has consistently confirmed the obligation of claimants and attorneys to maintain updated and current address information and, in Closing Order 2, expressly endorsed and mandated the policy of the Settlement Facility of assuring valid contact information for claimants before issuing payments.

Closing Order 5 was stipulated and agreed to by the CAC and the DRs and entered on the ECF docket on June 13, 2022. ECF No. 1642. Closing Order 5 directed that, "[t]o further assure an orderly closing and to preserve assets," the Settlement Facility shall post a list of claimants who had been identified as having a "bad address" or had not responded to address verification mailings. *Id.,* ECF No. 1642, PageID.28803-04. The Order allows the listed claimants a further 90-day period, which will expire September 17, 2022, to notify the Settlement Facility of their contact information so that the Settlement Facility and the District Court can

be assured that the claimants will in fact be able to receive their payments. *Id.*; *see also* https://www.sfdct.com/_sfdct/index.cfm (last accessed on September 11, 2022). Closing Order 5 provides that "[i]f a claimant responds on or before the end of that 90-day period, … 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." *Id.*

On August 25 – 73 days after Closing Order 5 was entered – Movants appealed Closing Order 5. ECF No. 1656. Movants filed the instant Motion to Stay in this Court on August 29, 2022. ECF No. 1658. Counsel did not seek concurrence of the parties before filing the Motion to Stay.

As noted, Movants also filed a motion to stay Closing Order 5 in the United States Court of Appeals for the Sixth Circuit on September 1, 2022, only three days after filing in this Court. The Court of Appeals ordered responses to that motion to be filed by September 6, 2022 and Respondents filed a Joint Response accordingly. Korean Claimants filed a Reply along with a motion seeking permission to file a reply on September 7. A copy of the Joint Response is attached at Exhibit A. As of the date of filing this Response, the Court of Appeals has not ruled on that motion to stay.

ARGUMENT

The Motion for Stay Should be Denied Because Movants Cannot Demonstrate Any Of The Factors Necessary to Support A Stay.

The Korean Claimants fail to establish any basis for 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." *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); *see also Order Denying the Korean Claimants' Motion to Stay the Court's Ruling Regarding the Finance Committee's Motion for Authorization to Make Second Priority Payments and the Korean Claimants' Motion for Order Vacating Decision of the Settlement Facility Regarding Address Update/Confirmation*, ECF No. 1651 (Aug. 12, 2022) ("Order Denying Korean Claimants' Motion to Stay Rulings on Second Priority Payments and Motion for Vacating") (same). 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 burden rests with the Korean Claimants to demonstrate these factors and to 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 done so.

1. The Korean Claimants Are Not Likely to Succeed on Appeal.

The Korean Claimants are not likely to succeed on their appeal of Closing Order 5. First, the appeal was not filed timely and, on that basis alone, will likely be dismissed by the Court of Appeals for lack of jurisdiction. The Korean Claimants filed their appeal to which this Motion for Stay pertains long after the 30-day deadline for filing a notice of appeal.[2] As a result, the appellate court does not have jurisdiction over the appeal. Section 2107(a) of Title 28 of the U.S. Code provides:

> Except as otherwise provided in this section, no appeal shall bring any judgment, order or decree in an action, suit or proceeding of a civil nature before a court of appeals for review unless notice of appeal is filed, within thirty days after the entry of such judgment, order or decree.

[2] For this reason, the Respondents advised the Court of Appeals that they will seek to dismiss the appeal of Closing Order 5.

This statutory provision precludes jurisdiction by the Court of Appeals. *See Hamer v. Neighborhood Housing Services of Chicago*, 138 S. Ct. 13, 20 (2017) ("If a time prescription governing the transfer of adjudicatory authority from one Article III court to another appears in a statute, the limitation is jurisdictional"); *Gunter v. Bemis Company, Inc.,* 906 F.3d 484, 493 (6th Cir. 2018) (28 U.S.C. § 2107(a) "clearly sets a jurisdictional deadline with respect to a notice of appeal"). Rule 4 of the Federal Rules of Appellate Procedure provides the specific procedural guidance and states: "In a civil case, except as provided in Rules 4(a)(1)(B), 4(a)(4), and 4(c), the notice of appeal required by Rule 3 must be filed with the district clerk within 30 days after entry of the judgment or order appealed from." Fed. R. App. P. 4(a)(1)(A).[3]

Counsel for Movants asserts that he did not receive notice of Closing Order 5 until August 19, 2022. *See* Motion to Stay, ECF No. 1658, PageID.29380 ("This Order was not served on the Korean Claimants. The Attorney of Record in the SF-

[3] The District Court has limited authority in some circumstances not applicable here to grant an extension. *See* 28 U.S.C. § 2017(c) (providing that district court "may, upon motion filed not later than 30 days after the expiration of the time otherwise set for bringing appeal, extend the time for appeal upon a showing of excusable neglect or good cause."); *id* (upon finding that party did not receive notice and that no party would be prejudiced, district court may reopen time for appeal upon motion filed within 180 days after entry of the judgment or order or within 14 days after receipt of such notice, whichever is earlier). No such extension has been requested or granted here.

DCT, Yeon-Ho Kim, found it out from the Newsletter of August 16, 2022 of the Claimants' Advisory Committee on August 19, 2022 so that the SF-DCT loaded the Order on its homepage with the list of the Claimants affected by the Order.").

The Court's ECF notice issued when the Order was docketed demonstrates that the Order was served on counsel for Korean Claimants. *See* Exhibit F, September 12, 2022 Declaration of Deborah E. Greenspan at Exh. 1 (June 13, 2022 email of ECF Notice of Electronic Filing of Closing Order 5).[4] Closing Order 5 was entered on the District Court docket on June 13, 2022, *see* ECF 1642, and was thus served on counsel on that date. *See* Fed. R. Civ. P. 5(b)(2)(E) (a paper is served under this Rule by sending it to a registered user by filing it with the court's electronic-filing system); United States District Court for the Eastern District of Michigan's Electronic Filing Policies and Procedures (revised September 2022), R.9(b), ("[w]henever a non-restricted paper is filed electronically in accordance with these procedures, ECF will generate a NEF [Notice of Electronic Filing] to all filing users associated with that case and to the judge to whom the case is assigned.").

Even if counsel failed to review the emailed notice or the docket or the Settlement Facility website, the time for seeking an extension of the time to appeal

[4] Counsel for Korean Claimants changed his email address as of June 30, 2022 (more than two weeks after the Order was entered), and the ECF notices show that the new address was in fact used for service on and after June 30, 2022. *See id*. at Exhs. 2-3.

under Section 2017(c) has expired. *See* 28 U.S.C. § 2017(c); Fed. R. App. P. 4(a)(5)(A); Fed. R. App. P. 4(a)(6). *Cf. Dilloway v. Comm'r of Soc. Sec.*, No. 18-13424, 2020 WL 3440578, at *1 (E.D. Mich. May 11, 2020) (holding that "counsel's purported unawareness" that a report and recommendation had been issued does not constitute excusable neglect where nothing in court docket indicated counsel failed to receive the usual notice sent electronically to e-mail address on file).

Accordingly, the appeal is untimely and, thus, subject to dismissal.

Second, even assuming, *arguendo*, that the appeal of Closing Order 5 were to be considered, the Korean Claimants are not likely to prevail on the merits: Closing Order 5 is a valid order properly entered by this Court and stipulated to by the parties.[5] This Court has the authority and the obligation to adopt procedures that fully implement the terms of the Plan and to specify the administrative mechanisms to achieve the purposes of the Plan. This Court further has the authority and

[5] Closing Order 5 was stipulated and agreed to by the two parties – the CAC and the DRs – with express authority granted by the Plan to interpret the Plan's terms and whose consent is required for purposes of establishing guidelines for distribution of Settlement Fund assets. *See* Plan § 1.28, SFA § 4.09; SFA § 5.05; *In re Settlement Facility Dow Corning Tr.*, No. 07-CV-12378, 2008 WL 905865, at *3 (E.D. Mich. Mar. 31, 2008). Given the agreement of the parties, no motion or hearing was required or necessary. *See* E.D. Mich. L.R. 7.1 (a)(1) ("…If the movant obtains concurrence, the parties or other persons involved may make the subject matter of the contemplated motion or request a matter of record by stipulated order."). There is no legal basis to find that Closing Order 1, or other orders entered by the Court addressing various administrative matters over the long course of these proceedings, are void simply because the Court did not hold a hearing before entering a stipulated order.

obligation to facilitate the timely and orderly termination of the Plan operations – to avoid undue cost and delay and to provide finality. Closing Order 5 is an appropriate and necessary mechanism to fulfill this Court's obligations under the Plan and implements, is consistent with, and does not modify or violate the Plan or the Bankruptcy Code.

The Korean Claimants' argument on appeal seems to be based on their assertion that Closing Order 5 was "premature" because of the pendency of their 2021 Appeal, which challenges the District Court's application of a different order – Closing Order 2 – to require Korean Claimants to provide current address information. Motion to Stay, ECF No. 1658, PageID.29381. To the extent that the Korean Claimants are contending that this Court did not have jurisdiction to issue Closing Order 5 because of that appeal, that argument must fail. Closing Order 5 applies to all claimants whose current contact information is not known (not just Korean Claimants), and it does not address the details of the various disputes and issues raised by Korean Claimants in their appeal and specifically does not address the mechanism by which the Settlement Facility must verify address information – which is a primary issue raised by Korean Claimants in their challenge to Closing Order 2. The pending appeal did not divest this Court of its right and obligation to manage the process of validating and resolving claims and assuring the proper distribution of funds as provided in the Plan. Accordingly, there is no basis to

conclude that the Korean Claimants are likely to succeed on their appeal should the merits be considered.

2. There is No Irreparable Harm to the Korean Claimants.

To support a stay pending appeal, a 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)).

The Korean Claimants assert that Closing Order 5 "excluded the Claims of one thousand four hundred (1,400) Korean Claimants from processing of the SF-DCT permanently" and that they "will be completely denied any rights of compensation by the SF-DCT if Closing Order 5 is not stayed by September 17, 2022". Motion to Stay, ECF No. 1658, PageID.29382. These unsupported assertions

do not support the conclusion that Korean Claimants "will be irreparably harmed absent a stay." *Id.*

Like all other claimants, the Korean Claimants need only provide their current addresses to the Settlement Facility by September 17 to comply with Closing Order 5. They can provide the information by telephone call, email, or written correspondence. This is hardly an insurmountable burden or impossible task. The Korean Claimants do not argue that this task is difficult. Instead, counsel for the Korean Claimants contends his clients do not *want* to verify and update their contact information. *See* Brief of Appellant Korean Claimants, *Korean Claimants vs Claimants Advisory Committee, et al,* No. 21-2665, Doc. 21-1, at 11-12, 21 (6th Cir. Aug 31, 2021). This assertion is belied by the fact that many Korean Claimants have already provided their current contact information and have thus complied with Closing Order 5. *See* Exhibit G, September 6, 2022 Declaration of Kimberly Smith-Mair filed with Response to Korean Claimants Motion for Stay in the Sixth Circuit ("Smith-Mair Dec."), at ¶ 8.

It is important to note that, as this Court is aware, despite the implication raised in Korean Claimants' motion, the Settlement Facility is not terminating on September 17. This Court has not entered a termination order and there are many claims still pending that have not yet been finalized. The Settlement Facility will continue operations until it completes the resolution of all pending claims (including

claims subject to probate, claims on appeal, and claims that continue to cure deficiencies) and will at that point terminate as provided in the Plan. This point is not expected to be reached until late 2023 or early 2024. *See* Exhibit G, Smith-Mair Declaration at ¶ 10.

Accordingly, because the Korean Claimants may seek relief at a later date, they will not suffer irreparable harm without a stay.

3. Issuance of a Stay Would Cause Harm and Delay to 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 will be paid even if this Court grants the stay." Motion to Stay, ECF No. 1658, PageID.29382. Issuance of a stay, however, would disrupt the administration and wind down of the Settlement Facility, resulting in delays, and would necessarily impose significant costs on the Settlement Facility and, in turn, Dow Silicones. A stay of Closing Order 5 would put the Settlement Facility in a state of indefinite limbo – delaying the final resolution of claims and would, in turn, require it to maintain staff and incur excess costs. The Plan does not operate in perpetuity. It is now more than three years past the claim filing deadline. The fact that the Korean Claimants do not wish to comply with this Court's orders cannot be a basis for preventing the Settlement Facility from undertaking the administrative mechanisms to identify and close dormant claims and claims that

cannot be paid so that it can properly account for the resolution of each claim as contemplated and required by the Plan.

4. A Stay Would Not Serve the Public Interest.

The Korean Claimants assert that the public interest will be served by a stay because the Plan does not specify a requirement to maintain current address information. Motion to Stay, ECF No. 1658, PageID.29382-83. But the Plan does not purport to, and indeed cannot, define the detailed administrative operational procedures necessary to implement its terms. In fact, to the contrary, the Plan clearly instructs the Claims Administrator, under the supervision of this Court, to develop and define necessary detailed procedures. *See* SFA § 5.01(a) ("The Claims Administrator shall have discretion to implement such additional procedures and routines as necessary to implement the Claims Resolution Procedures …."); SFA § 5.01(b) ("The Claims Administrator shall institute procedures … and shall develop claims-tracking and payment systems as necessary to process the Settling Breast Implant Claims in accordance with the terms of this Settlement Facility Agreement …."); SFA § 5.04(b) ("The Claims Administrator shall have the plenary authority and obligation to institute procedures to assure an acceptable level of reliability and quality control of Claims and to assure that payment is distributed only for Claims that satisfy the Claims Resolution Procedures.").

This Court sensibly deemed the address verification requirement to be necessary to assure that funds will be received by the eligible claimant – consistent with the Plan and with the public interest. The fact that the Plan does not expressly set forth these detailed instructions is not a basis for finding that a stay would serve the public interest.

To the contrary, this factor weighs strongly against a stay. *See* Order Denying Korean Claimants' Motion to Stay Rulings on Second Priority Payments and Motion for Vacating, ECF No. 1651, PageID.29348 ("the public has a strong interest in implementing a bankruptcy plan. This factor does not weigh in the Korean Claimants' favor").

CONCLUSION

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

Dated: September 12, 2022

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 September 12, 2022, 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: September 12, 2022

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