APPENDIX

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APPENDIX A - ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT, FILED JANUARY 13, 2026

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 25-1373

In re: SETTLEMENT FACILITY DOW CORNING TRUST.

KOREAN CLAIMANTS,

Interested Party-Appellant,

v.

DOW SILICONES CORPORATION; DEBTOR'S REPRESENTATIVES; CLAIMANTS' ADVISORY COMMITTEE,

Interested Parties-Appellees,

FINANCE COMMITTEE,

Movant-Appellee.

Filed Jan 13, 2026

ORDER

NOT RECOMMENDED FOR PUBLICATION

Appendix A

On Appeal from the United States District Court
For the Eastern District of Michigan

Before: SUTTON, Chief Judge; READLER and BLOOMEKATZ, Circuit Judges.

The Korean Claimants, a group of South Korean residents who opted to settle their products-liability claims against Dow Corning Corporation (Dow), appeal the district court's order denying their "Motion for Order to Audit the Neutrality and Independence of the Claims Administrator." They move to expedite the appeal. The parties have waived oral argument, and this panel unanimously agrees that oral argument is not needed. See Fed. R. App. P. 34(a). For the following reasons, we affirm.

We have repeatedly had occasion to summarize the extensive, decades-long proceedings concerning Dow's Chapter 11 bankruptcy and settlement of claims related to silicone gel breast implants. See, e.g., In re Settlement Facility Dow Corning Tr., No. 23-1936, 2024 WL 4710155, at *1-2 (6th Cir. Nov. 7, 2024); In re Settlement Facility Dow Corning Tr., 592 F. App'x 473, 475-77 (6th Cir. 2015); In re Dow Corning Corp., 280 F.3d 648, 653-56 (6th Cir. 2002).

As relevant here, Dow's confirmed bankruptcy plan—which "bind[s] the debtor and any creditor," 11 U.S.C. § 1141(a)—established the Settlement Facility-Dow Corning Trust to review and process claims and to distribute payments to eligible claimants. It also established a Claims Administrator to "oversee the processing and payment of Claims by the Settlement

Facility." The plan's funding agreement provides that Dow's financial obligations end "when all Allowed Claims [for enumerated classes that include the Korean Claimants] and all other obligations... have been paid, all Claims filed have been liquidated and paid or otherwise finally resolved, and no new timely Claims have been made."

In November 2024, Dow moved to terminate its funding obligations under the bankruptcy plan, arguing that it had satisfied these conditions. The district court granted the motion over the Korean Claimants' objections, and we affirmed. In re Settlement Facility Dow Corning Tr., No. 25-1004, 2025 WL 1081772, at *2-3 (6th Cir. Apr. 10, 2025), cert. denied, --- S. Ct. ---, 2025 WL 2906625 (Oct. 14, 2025).

Meanwhile, in March 2025, the Korean Claimants moved to "audit the neutrality and independence of the Claims Administrator," who they contend is biased in favor of Dow. The district court denied the motion, concluding that the bankruptcy plan does not provide for such an audit or permit claimants to obtain judicial review of the Claims Administrator's decisions. The Korean Claimants now appeal, challenging the denial of their audit motion.

"The district court's decision involved the interpretation and application of the plain language of the reorganization plan. Where, as here, the district court's interpretation is confined to the Plan documents without reference to extrinsic evidence, we review de novo." Korean Claimants v. Claimants Advisory Comm., 813 F. App'x 211, 216 (6th Cir. 2020) (citing In re Settlement Facility Dow Corning Tr., 592 F. App'x at

477).

The Korean Claimants admit that the bankruptcy plan lacks express language authorizing the relief that they seek, but they assert that the plan provides an implied right for a claimant to audit the Claims Administrator because it authorizes the district court to supervise the Claims Administrator and requires that (1) the Claims Administrator be independent, (2) claims be processed consistently, and (3) the Claims Administrator comply with the plan's claims resolution procedures. However, these provisions merely confirm the district court's authority to ensure compliance with the bankruptcy plan; they do not afford claimants an independent right to audit the Claims Administrator. In fact, such an implied right would necessarily permit claimants to collaterally attack adverse decisions from the Claims Administrator—something the bankruptcy plan expressly prohibits. See In re Settlement Facility Dow Corning Tr., 2025 WL 1081772, at *3 ("[T]he Claims Administrator and Appeals Judge have reached final decisions for all the Korean Claimants, none of which can be further appealed."); In re Settlement Facility Dow Corning Tr., 760 F. App'x 406, 412 (6th Cir. 2019) ("The Plan provides no right of appeal to the Court." (quotation omitted)).

In any event, the Korean Claimants pursued substantially similar accusations of bias and discrimination against the Claims Administrator in their appeal in Case No. 25-1004, and we rejected those accusations, explaining that they "lack any record support" and have been rejected before. In re Settlement Facility Dow Corning Tr., 2025 WL 1081772, at *3. Their

accusations of bias in this appeal are equally unsupported.

For these reasons, we AFFIRM the district court's order and DENY as moot the motion to expedite the appeal.

ENTERED BY ORDER OF THE COURT

/s/

Kelly L. Stephens, Clerk

APPENDIX B - ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT, FILED FEBRUARY 17, 2026

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 25-1373

In re: SETTLEMENT FACILITY DOW CORNING TRUST.

KOREAN CLAIMANTS,

Interested Party-Appellant,

v.

DOW SILICONES CORPORATION; DEBTOR'S REPRESENTATIVES; CLAIMANTS' ADVISORY COMMITTEE,

Interested Parties-Appellees,

FINANCE COMMITTEE,

Movant-Appellee.

Filed Feb 17, 2026

ORDER

BEFORE: SUTTON, Chief Judge; READLER and BLOOMEKATZ, Circuit Judges.

Appendix B

The court received a petition for rehearing en banc. The original panel has reviewed the petition for rehearing and concludes that the issues raised in the petition were fully considered upon the original submission and decision of the case. The petition then was circulated to the full court. No judge has requested a vote on the suggestion for rehearing en banc.

Therefore, the petition is denied.

ENTERED BY ORDER OF THE COURT

/s/

Kelly L. Stephens, Clerk

APPENDIX C - ORDER OF UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION, FILED APRIL 1, 2025

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

IN RE: SETTLEMENT FACILITY - DOW CORNING TRUST,

Case No. 00-00005

SETTLEMENT FACILITY MATTERS.

Hon. Denise Page Hood

ORDER DENYING MOTIONS TO STAY PENDING APPEAL AND MOTION FOR AN AUDIT

This matter is before the Court on a Motion to Stay and Renewed Motion to Stay the Court's Order Regarding Motions Filed by the Korean Claimants. (ECF Nos. 1834, 1836) A response by Dow Silicones Corporation, the Debtor's Representatives and the Finance Committee (collectively, the "Respondents") was filed. (ECF No. 1840) The Korean Claimants filed a reply. (ECF No. 1844) The Korean Claimants also filed a Motion for an Order to Audit the Neutrality and Independence of the Claims Administrator, which the Court requires no response. (ECF No. 1852)

On December 30, 2024, the Court entered an Order Granting Motion to Terminate Funding Pursuant to Section 2.01 of the Funding Payment Agreement and to Terminate the Settlement Facility Pursuant to Section

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10.03 of the Settlement Facility and Fund Distribution Agreement. (ECF No. 1827) The Korean Claimants filed a Notice of Appeal to the Sixth Circuit Court of Appeals on January 1, 2025. (ECF No. 1830) The Korean Claimants seek a stay of the December 30, 2024 Order pending appeal.

Rule 8(a) of the Federal Rules of Appellate Procedure provides that a party seeking a stay of an order must first request a stay from the district court. In considering a motion for a stay pending appeal, the district court must balance the following factors: (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. Serv. Emp. Int'l Union Local 1 v. Husted, 698 F.3d 341, 343 (6th Cir. 2012) (quoting *Mich. Coal. of Radioactive Material Users, Inc. v. Griepentrog*, 945 F.2d 150, 153 (6th Cir. 1991)). These four factors "are interconnected considerations that must be balanced together." *Coal. to Defend Affirmative Action v. Granholm*, 473 F.3d 237, 244 (6th Cir. 2006). The moving party has the burden of showing that a stay is warranted. *Serv. Emp. Int'l Union Local 1*, 698 F.3d at 343; *Michigan State A. Philip Randolph Inst. v. Johnson*, 833 F.3d 656, 661-62 (6th Cir. 2016).

As to the likelihood of success on the merits, the term at issue on the appeal by the Korean Claimants is found in The Funding Payment Agreement ("FPA"), Section 2.01(c) which provides that the Debtor'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, § 2.01(c)) (italics added).

The Korean Claimants assert that the term "otherwise finally resolved" in Section 2.01(c) of the FPA as it relates to the Korean Claimants Claims has not been met since no payments were made on their Claims. The Korean Claimants further assert that in the mind of the Claims Administrator, their Claims have not been "finally resolved" since the Claims Administrator requested address updates long after the Closing Order 5 deadline. The Korean Claimants argue that the Claims Administrator indicated it would wait for the result of the Korean Claimants' appeal, which should include the current appeal to the Sixth Circuit.

The Respondents respond that the Court properly interpreted the term "otherwise finally resolved" in its Order as it relates to the Korean Claimants. They argue that termination is not based on receipt of payment by every claimant because the Plan provides procedures and deadlines for reviewing claims including detailed eligibility criteria. Because not all claims are eligible for payment and a claim may be resolved in other ways which do not include a payment, then those claims are "otherwise finally resolved."

The Court addressed the Korean Claimants various

arguments in its Order. (ECF No. 1827, PageID.43081-43084) As to the term "otherwise finally resolved," the Court stated:

> The express language of the FPA does not support the Korean Claimants position that because they have not been paid, the FPA cannot be terminated. The Claims by certain Korean Claimants were "otherwise finally resolved" by the Claims Administrator's denial of those certain claims and the Sixth Circuit's ruling that the Korean Claimants' challenge to such denial was beyond the scope of the Plan. The Korean Claimants did not appeal the Sixth Circuit's ruling to the Supreme Court. Orders and judgments become final when "the availability of appeal has been exhausted and lapsed, and the time to petition for certiorari has passed." Deja Vu v. Metro. Gov't of Nashville & Davidson Cnty., Tennessee, 421 F.3d 417, 421 (6th Cir. 2005). The Court finds that the FPA can be terminated even if certain Claims were not paid because they were denied by the Claims Administrator and thereby "otherwise finally resolved."

Id., PageID.43082. The Court further stated,

> The Claims Administrator's denial of the Korean Claimants Claims meets the criteria under the FPA that Claims are "otherwise finally resolved" since the Korean Claimants' Claims currently before the Court were not liquidated or paid. The Korean

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> Claimants' Claims were "otherwise finally resolved" by the denial because there is no right to appeal from the Claims Administrator's decision.

Id., PageID.43085.

Based on the Court's ruling above, its previous rulings as to the Korean Claimants' various motions, and the Sixth Circuit's rulings that the Korean Claimants are not entitled to appeal the decisions of the Claims Administrator and Appeals Judge denying their claims, nor are the Korean Claimants authorized to challenge the Court's Closing Orders, the Court finds that the Korean Claimants are not likely to prevail on the merits on appeal. See latest Sixth Circuit Opinion, ECF No. 1835, *In re Settlement Facility Dow Corning Trust*, Case No. 24-1653 (6th Cir. Feb. 13, 2025); Mandate Issued March 7, 2025, ECF No. 1845.

As to the Korean Claimants argument that they will suffer an irreparable harm, courts generally consider three factors: 1) the substantiality of the injury alleged; 2) the likelihood of its occurrence; and 3) the adequacy of the proof provided. Mich. Coal of Radioactive Material Users, Inc., 945 F.2d at 153. A party is not irreparably harmed by the denial of a motion to stay or preliminary injunction when the only harm suffered is the payment of monetary expenses necessarily expended during the course of litigation and when other corrective relief will be available at a later date. See *Renegotiation Bd. v. Bannercraft Clothing Co.*, 415 U.S. 1, 24 (1973); Mich. Coal. of Radioactive Material Users, 945 F.2d at 154.

The injury alleged by the Korean Claimants is that

because the Settlement Facility is no longer operating based on the Court's Order, they are likely to be irreparably harmed. The Respondents assert that the Korean Claimants seek compensatory relief and that if the Court of Appeals were to find that the Court's Order was in error, the Korean Claimants would receive the relief they seek regardless of whether a stay is issued. The only harm to be suffered by the Korean Claimants is the monetary payment of their claims under the Plan. Such payment is not certain, in light of this Court's ruling, along with the previous rulings by the Sixth Circuit of Appeals. There is also no immediate relief available to the Korean Claimants. As noted by the Respondents, if the Court of Appeals were to find that the Court's Order was entered in error, the Korean Claimants would receive the relief they seek regardless of whether a stay is issued. The Korean Claimants have failed to show that their harm is imminent and irreparable.

As to the factor that others will be harmed if the Court grants the stay, the Court finds that the Settlement Facility and the Reorganized Debtor would be harmed in that funding of the Settlement Facility operations would continue where the claims deadlines have passed, and various Closing Orders have been entered to permanently close the Settlement Facility.

There is public interest in claimants being properly paid under a Bankruptcy Plan of Reorganization. On the other hand, there is also public interest in claimants following all the protocols and procedures of a Plan of Reorganization in order to be properly paid. There is also public interest in implementing and finally resolving a

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Plan of Reorganization under the terms of such Plan.

Weighing all the factors set forth above, the Court finds that the Korean Claimants have not me their burden for the Court to issue the stay pending the Korean Claimants' appeal. The Court denies the Korean Claimants Motion to Stay Pending Appeal for the reasons stated above and in previous Orders.

Accordingly,

IT IS ORDERED that the Korean Claimants' Motion to Stay and Renewed/Revised Motion to Stay pending appeal (ECF Nos. 1834 and 1836) are **DENIED**.

IT IS FURTHER ORDERED that the Korean Claimants' Emergency Motion to Expedite Relief on Motion to Stay (ECF No. 1847) is **MOOT**.

IT IS FURTHER ORDERED that the Korean Claimants Motion for an Order to Audit the Neutrality and Independence of the Claims Administrator (ECF No. 1852) is **DENIED**. Nothing in the Plan documents provide for such an audit and, as noted above and in prior orders issued by this Court and the Sixth Circuit Court of Appeals, the Korean Claimants (nor any other claimant), are authorized to appeal the decisions of the Claims Administrator.

s/ DENISE PAGE HOOD
DENISE PAGE HOOD
United States District Judge

DATED: April 1, 2025

APPENDIXT D - ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT, FILED JANUARY 13, 2026

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 25-1616

In re: SETTLEMENT FACILITY DOW CORNING TRUST.

KOREAN CLAIMANTS,

Interested Party-Appellant,

v.

DOW SILICONES CORPORATION; DEBTOR'S REPRESENTATIVES; CLAIMANTS ADVISORY COMMITTEE,

Interested Parties-Appellees,

FINANCE COMMITTEE,

Movant-Appellee.

Filed Jan 13, 2026

ORDER

NOT RECOMMENDED FOR PUBLICATION

Appendix D

On Appeal from the United States District Court
For the Eastern District of Michigan

Before: SUTTON, Chief Judge; READLER and BLOOMEKATZ, Circuit Judges.

The Korean Claimants, a group of South Korean residents who opted to settle their products-liability claims against Dow Corning Corporation (Dow), appeal the district court's order terminating and dissolving certain entities and positions created pursuant to Dow's bankruptcy plan. The parties have waived oral argument, and this panel unanimously agrees that oral argument is not needed. See Fed. R. App. P. 34(a). For the reasons set forth below, we affirm.

We have several times summarized the extensive, decades-long proceedings concerning Dow's Chapter 11 bankruptcy and settlement of claims related to silicone gel breast implants. See, e.g., *In re Settlement Facility Dow Corning Tr.*, No. 23-1936, 2024 WL 4710155, at *1-2 (6th Cir. Nov. 7, 2024); *In re Settlement Facility Dow Corning Tr.*, 592 F. App'x 473, 475-77 (6th Cir. 2015); *In re Dow Corning Corp.*, 280 F.3d 648, 653-56 (6th Cir. 2002). As relevant here, Dow's confirmed bankruptcy plan established the Settlement Facility-Dow Corning Trust to review and process claims and to distribute payments to eligible claimants. The plan's funding agreement provides that Dow's financial obligations end "when all Allowed Claims [for enumerated classes that include the Korean Claimants] and all other obligations... have been paid, all Claims filed have been liquidated and

paid or otherwise finally resolved, and no new timely Claims have been made."

In November 2024, Dow moved to terminate its funding obligations under the bankruptcy plan, arguing that it had satisfied those conditions. Over the Korean Claimants' objections, the district court granted Dow's motion and directed the parties to the plan to conduct various wind-down activities and, at or near the conclusion of those activities, to "request an order from the Court that will terminate and dissolve all positions appointed by the Court under the Plan." The Korean Claimants appealed, arguing that termination was premature because their claims were still pending before the Settlement Facility, but we affirmed. *In re Settlement Facility Dow Corning Tr.*, No. 25-1004, 2025 WL 1081772, at *2-3 (6th Cir. Apr. 10, 2025), cert. denied, S. Ct. ---, 2025 WL 2906625 (Oct. 14, 2025).

Meanwhile, in March 2025, the Korean Claimants moved "to audit the neutrality and independence of the Claims Administrator," who they contend is biased in favor of Dow. The district court denied the motion on April 1, 2025, and the Korean Claimants appeal from that order is pending before us in Case No. 25-1373. Thereafter, on June 4, 2025, the district court issued a notice and order terminating and dissolving certain plan-created entities and positions, such as the Claims Administrator and the Finance Committee.

On appeal, the Korean Claimants challenge the district court's June 4, 2025, order, arguing that it was premature, violated their due process rights, and was the product of judicial bias. We address each argument in turn.

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The Korean Claimants assert that the district court's dissolution order was premature because their claims remain pending before the Settlement Facility. However, this argument is barred by the law-of-the-case doctrine, which "precludes reconsideration of issues decided at an earlier stage of the case." *Yeschick v. Mineta*, 675 F.3d 622, 633 (6th Cir. 2012) (quoting *Caldwell v. City of Louisville*, 200 F. App'x 430, 433 (6th Cir. 2006)). In the Korean Claimants prior appeal, we explained that all claims, including the Korean Claimants claims, have been "finally resolved." *In re Settlement Facility Dow Corning Tr.*, 2025 WL 1081772, at *2-3. Although an exception to the law-of-the-case doctrine allows a court to revisit a prior ruling when "there is '(1) an intervening change of controlling law; (2) new evidence available; or (3) a need to correct a clear error or prevent manifest injustice," Ent. Prods., Inc. v. Shelby County, 721 F.3d 729, 742 (6th Cir. 2013) (quoting *Louisville/Jefferson Cnty. Metro Gov't v. Hotels.com, L.P.*, 590 F.3d 381, 389 (6th Cir. 2009)), the Korean Claimants do not argue that any of these circumstances apply to this case.

Equally meritless is the Korean Claimants assertion that the district court's dissolution order was improper or void merely because it was issued during the 90-day period when they could petition the Supreme Court for a writ of certiorari in Case No. 25-1004 and while their appeal in Case No. 25-1373 was pending before this court. The Korean Claimants also argue that their due process rights were violated because each claimant was not personally served with a copy of the dissolution order. But the dissolution order simply implemented the terms

of the previous termination order, which expressly noted that all plan-created entities and positions would be terminated and dissolved once certain wind-down activities took place. Thus, there was no need for any additional notice to the claimants, let alone individual notice.

Lastly, the Korean Claimants assert that the district court was biased against them. But they present no evidence to support this allegation except the court's adverse rulings, and "judicial rulings alone almost never constitute a valid basis for a bias or partiality motion." *Liteky v. United States*, 510 U.S. 540, 555 (1994). Nothing here warrants a departure from the usual rule.

For these reasons, we **AFFIRM** the district court's order.

ENTERED BY ORDER OF THE COURT
/s/
Kelly L. Stephens, Clerk

APPENDIX E - ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT, FILED FEBRUARY 17, 2026

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 25-1616

In re: SETTLEMENT FACILITY DOW CORNING TRUST.

KOREAN CLAIMANTS,

Interested Party-Appellant,

v.

DOW SILICONES CORPORATION; DEBTOR'S REPRESENTATIVES; CLAIMANTS' ADVISORY COMMITTEE,

Interested Parties-Appellees,

FINANCE COMMITTEE,

Movant-Appellee.

Filed Feb 17, 2026

ORDER

BEFORE: SUTTON, Chief Judge; READLER and BLOOMEKATZ, Circuit Judges.

Appendix E

The court received a petition for rehearing en banc. The original panel has reviewed the petition for rehearing and concludes that the issues raised in the petition were fully considered upon the original submission and decision of the case. The petition then was circulated to the full court. No judge has requested a vote on the suggestion for rehearing en banc.

Therefore, the petition is denied.

ENTERED BY ORDER OF THE COURT

/s/

Kelly L. Stephens, Clerk

APPENDIXT F - NOTICE AND ORDER OF UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION, FILED JUNE 4, 2025

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: SETTLEMENT FACILITY - DOW CORNING TRUST

CASE NO. 00-MC-00005 (Settlement Facility Matters)

Hon. Denise Page Hood

NOTICE AND ORDER TERMINATING AND DISSOLVING POSITIONS ASSIGNED

The Amended Joint Plan of Reorganization of Dow Corning Corporation (the "Plan") created and defined an administrative structure for the implementation of the Plan. That administrative structure included the definition and appointment of certain entities and persons to carry out the implementation of the Plan. Pursuant to the Plan, the Court issued Orders creating and appointing entities and individuals to the various positions required to effectuate the Plan. A list of the positions created, individuals appointed, and corresponding Orders is below:

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Position	Individual	ECF No.
Claimants' Advisory Committee	Dianna Pendleton -Dominguez, Ernie Hornsby, Sybil Goldrich	ECF Nos. 36, 72, and SFA § 4.09(b)[1]
Finance Committee	Kimberly Smith-Mair, Nancy Blount, Pam Thompson	SFA § 4.08(a)[2]
Trust	Depository Trust - Huntington Bank Trustee	ECF No. 1630
Trustee	The Huntington National Bank	ECF No. 1630
Independent Assessor	John Wills	ECF No. 1553
Claims Administrator	Kimberly D. Smith-Mair	ECF Nos. 1589, 1590
Appeals Judge	Pam Thompson	ECF No. 1743
Lien Judge	Pam Thompson	ECF No. 1743
Special Master for Closing	Nancy M. Blount	ECF Nos. 1589; 1590
Financial Advisor	Brian Chmiel - Crowe LLP	ECF No. 22

Appendix F

On December 30, 2024, the Court issued the Order Granting 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 (the "Termination Order"). Since the Termination Order was issued, the Settlement Facility has completed its wind down activities and concluded all operations and completed all necessary tasks assigned to the Settlement Facility. Now that the implementation of the Plan is complete, the Plan-created positions are no longer necessary or pertinent. Certain positions shall be terminated immediately upon entry of this Order. Other positions will be terminated automatically when certain post wind-down activities are completed.

Accordingly, it is hereby ORDERED:

1. The Claimants' Advisory Committee, Debtor's Representatives, Finance Committee, Independent Assessor, Claims Administrator, Appeals Judge, and Lien Judge are hereby dissolved and terminated. These entities and positions are no longer operative and shall upon entry of this Order cease to exist. The individuals appointed to these positions or comprising these entities

[1] Pursuant to the Settlement Facility and Fund Distribution Agreement ("SFA") § 4.09(b), the Special Master shall appoint the Claimants' Advisory Committee. [2] Pursuant to SFA § 4.08(a), the Finance Committee shall be composed of three members consisting of the individuals holding the following positions: the Special Master, a single Appeals Judge, and the Claims Administrator – each of which is appointed by the Court.

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are no longer responsible or liable for any tasks or activities related to the Plan. Dow Silicones may further take all necessary steps to dissolve LF Corporation – which functioned as the Litigation Facility.

2. Upon completion of the final audit and tax filings, the positions of Special Master for Closing and the Financial Advisor shall be terminated, and those positions shall be dissolved and those individuals shall no longer have any responsibility for tasks or activities related to the Plan. Additionally, the Depository Trust shall be dissolved and the Trustee shall be terminated after the final tax filings. Pursuant to the Depository Trust Agreement, Dow Silicones shall deliver a trustee direction to the Trustee to effect the dissolution of the Trust and the termination of Trust activities. *See*, Depository Trust Agreement Section 7.03.

3. All prior Orders concerning the positions and entities listed in the table above are superseded by this Order and the Termination Order except to the extent that such Orders provide immunity and other protection for the persons and entities appointed by the Court to these positions with respect to all work performed related to the implementation of the Plan. For the avoidance of doubt, all provisions in the Order that establish and /or provide for immunity for all such persons and entities shall remain operative and shall not be affected by this Order Terminating and Dissolving Positions Assigned.

Appendix F

S/DENISE PAGE HOOD
DENISE PAGE HOOD
United States District Judge

Dated: June 4, 2025