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Asbestos Bankruptcy Report

Where Are They Now, Part Five: An Update On Developments In Asbestos-Related Bankruptcy Cases

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Commentary

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In 2007, we published in these pages the fourth installment of our ongoing chronology of asbestos-related bankruptcies and the status of some of the more prominent filings.¹ At that time, we noted that the pace of asbestos bankruptcy filings had slowed, and that a large number of companies who had previously filed asbestos-related bankruptcy cases had exited the Chapter 11 process.

Since then, the pace of asbestos-related bankruptcy filings has begun to pick up somewhat. In addition, some of the previously-filed bankruptcy cases are

moving toward an exit, and we have seen some significant themes developing in cases where the debtor seeks § 524(g) relief. We have also seen some asbestos bankruptcy cases that were resolved, or may be resolved, without § 524(g) relief.

This article updates our last four by noting the asbestos-related bankruptcies that have been filed since our 2007 article, summarizing some key developments in asbestos bankruptcies, and discussing some of the significant themes that have developed in these cases. At the end of the article, we present updated versions of three charts appended to our last article: one listing asbestos bankruptcies that have been filed so far, in chronological order; one providing the same information, with the debtors listed in alphabetical order; and a third listing the case numbers of asbestos bankruptcies, the status of the plans in those cases, and the published decisions that have arisen from those cases. We have been keeping these charts updated in real time on our web site, accessible at www.crowell.com/asbestosbankruptcy, and we intend to continue to keep these charts up-to-date on our web site as a resource available to those interested in this field.²

1. Who Filed The Most Recent Asbestos Bankruptcies?

Thorpe Insulation/Pacific Insulation. On October 15, 2007, Thorpe Insulation Company, an insulation distributor and installer that ceased operations in 2004, filed for bankruptcy protection in the U.S. Bankruptcy Court for the Central District of

California.³ Pacific Insulation Company, a company owned by the same family that owned Thorpe, filed shortly thereafter, on October 31, 2007.⁴ The cases, which were filed under Chapter 11, are being jointly administered.⁵

Thorpe claims to have been named as a defendant in lawsuits representing approximately 12,000 asbestos claims, approximately 2,000 of which were pending when it commenced its Chapter 11 case.⁶ Pacific, an insulation distributor and installer which says it never distributed or worked on any asbestos-related products, had been named as a defendant in asbestos-related lawsuits as an alleged successor-in-interest to Thorpe.⁷

When Thorpe and Pacific commenced their bankruptcy cases, they were involved in insurance coverage litigation in California state court.⁸ Thorpe's insurers contend in that litigation that they have exhausted their coverage applicable to the claims against Thorpe by paying out the limits of their products/completed operations coverage.⁹ Thorpe, in turn, contends that the claims against it include claims that are subject to the per-occurrence limits of its operations coverage, which (in contrast to its products/completed operations coverage) is not subject to aggregate limits.¹⁰ Except for certain proceedings before the California Court of Appeal, the coverage case has been enjoined by the bankruptcy court at Thorpe's request under § 105 of the Bankruptcy Code during the entirety of the bankruptcy case.¹¹

Thorpe and Pacific, joined by the official committee of asbestos claimants and the future claimants' representative, have filed a joint plan of reorganization under which they seek an injunction, pursuant to § 524(g) of the Bankruptcy Code, that would channel all present and future asbestos-related claims to a trust for liquidation and payment.¹² Thorpe and Pacific also seek to extend § 524(g) injunctive relief to the families of their owners and also to other companies owned by members of that family.¹³ Thorpe's insurers have actively litigated various issues in the bankruptcy case, including (i) whether the bankruptcy case was filed in the proper venue, (ii) whether Thorpe's special insurance counsel could be retained consistent with the requirements of § 327 of the Bankruptcy Code, (iii) whether the future claimants' representative had been properly selected and retained, (iv) whether a trustee should be ap-

pointed to take over control of Thorpe, (v) whether certain insurance settlements violated the rights of non-settling insurers, (vi) whether Thorpe's pre- and post-petition activities and its plan violated the terms of a pre-petition settlement with certain insurers, and (vii) whether the plan of reorganization can be confirmed consistent with the requirements of §§ 524(g) and 1129(a) of the Bankruptcy Code.¹⁴

On January 8-9, 2009, the bankruptcy court held a hearing on whether to confirm Thorpe's plan of reorganization. That hearing will continue on April 2, 2009.

Hercules Chemical. On August 22, 2008, Hercules Chemical Company, a manufacturer of chemical and specialty products for the commercial plumbing and heating/air-conditioning industries, filed a Chapter 11 petition in the U.S. Bankruptcy Court for the Western District of Pennsylvania.¹⁵ Hercules asserts that it sought bankruptcy protection, even though its core business is profitable, due to an increase in asbestos-related lawsuits stemming from its manufacture and sale of pre-mixed furnace cement from 1939 to 1983.¹⁶ Specifically, Hercules faced approximately 15,500 new asbestos-related cases over the last decade, with more than 7,000 cases pending as of the end of 2007. Hercules has spent approximately \$12 million to resolve many of these lawsuits, plus an additional \$2 million in annual defense costs.¹⁷ Hercules plans to seek an injunction pursuant to § 524(g) of the Bankruptcy Code that will channel all present and future asbestos-related claims to a trust for liquidation and payment, which will allow the company to emerge from bankruptcy without the specter of ongoing asbestos litigation.¹⁸

Shortly after Hercules filed its petition, the U.S. Trustee moved to transfer or dismiss the case on the grounds that it was filed in an incorrect district, because Hercules did not have its principal assets or place of business in the Western District of Pennsylvania.¹⁹ Hercules argued that venue was proper because it had a separate division dedicated to handling asbestos-related litigation that operated primarily in Pittsburgh.²⁰ The court nevertheless transferred the case to the U.S. Bankruptcy Court in New Jersey.²¹

After the case was transferred, Hercules sought to extend its exclusive period to file a plan of reorganiza-

tion and solicit acceptances thereof.²² The bankruptcy court granted that motion, and set June 18, 2009 as the deadline for filing a plan of reorganization and August 17, 2009 as the solicitation deadline.²³

Christy Refractories. On October 29, 2008, Christy Refractories Company LLC, a mining, manufacturing and distribution company that focuses primarily on the petrochemical and refractories industries, filed a Chapter 11 petition in the U.S. Bankruptcy Court for the Eastern District of Missouri.²⁴ Christy asserted that, while it never manufactured or distributed asbestos-containing products, it has been named as a defendant in asbestos lawsuits since the 1980s based on its predecessor's distribution of asbestos-containing products.²⁵

According to its first-day filings, the number of asbestos-related lawsuits naming Christy as a defendant began to significantly increase in 2000.²⁶ The lawsuits, which were defended by Christy's insurers, were historically settled by the insurers or dismissed before trial, resulting in the depletion of available insurance coverage from an original face value of \$45 million to approximately \$18 million as of October 28, 2008.²⁷ Christy estimated that it was involved in at least 1,000 asbestos lawsuits as of the petition date.²⁸

Christy intends to explore the possibility of utilizing the trust-injunction mechanism of § 524(g) of the Bankruptcy Code to compensate current and future asbestos claimants.²⁹ Christy's current deadline for filing a plan of reorganization is February 26, 2009, although Christy recently filed a motion seeking to extend that deadline to April 27, 2009.³⁰

THAN. On November 24, 2008, T H Agriculture & Nutrition LLC ("THAN"), a distribution company that sold asbestos fiber in bulk throughout the 1960s and 1970s, filed a Chapter 11 petition and prepackaged plan of reorganization in the U.S. Bankruptcy Court for the Southern District of New York.³¹

According to its first-day filings, THAN had been named as a defendant in approximately 6,000 lawsuits representing approximately 14,000 claimants.³² THAN's parent company, Philips Electronics North America Corporation, and the purchaser of THAN's chemical business, Elementis Chemicals, Inc., had also been named as defendants in

certain of those cases.³³ Many of the asbestos cases against THAN have been resolved through settlements, dismissals, or some other resolution, and no judgment has ever been entered against THAN in connection with an asbestos personal injury claim.³⁴ THAN asserts that, beginning in 2002, the number of cases against it began to significantly increase, with mesothelioma cases increasing drastically over the past three to four years.³⁵ THAN claims that the increase in filings, combined with THAN's projection that its remaining insurance coverage might not be sufficient to fully satisfy the pending and future asbestos claims against it, led it to seek bankruptcy protection.³⁶

THAN's prepackaged plan, representing a global settlement between THAN and a majority of the current asbestos claimants against it, seeks to utilize the trust-injunction mechanism of § 524(g) of the Bankruptcy Code.³⁷ Because THAN had obtained prepetition approval of the plan from those claimants, on the petition date it sought an expedited schedule for plan confirmation-related activities.³⁸ The bankruptcy court entered an order scheduling January 5, 2009 as the deadline for objections to confirmation and January 15, 2009 as the date for the confirmation hearing.³⁹

Various parties, including insurers involved in coverage litigation with THAN,⁴⁰ certain alleged co-defendants, and certain asbestos claimants, objected to the expedited schedule and/or to the plan.⁴¹ The bankruptcy court held several hearings on the objecting parties' motion to modify the court's original scheduling order.⁴² During that time, THAN engaged in negotiations with many of the objecting parties. Those negotiations resulted in an extensive "insurance neutrality" stipulation pursuant to which THAN's insurers agreed, in exchange for THAN's agreement to make certain plan modifications and other agreements, to not object to confirmation of the plan.⁴³ The stipulation was later approved by the bankruptcy court.⁴⁴ The bankruptcy court has scheduled the hearing to consider approval of the disclosure statement and confirmation of the prepackaged plan for May 11, 2009.⁴⁵

The court also issued bench rulings finding that two of THAN's tort system co-defendants lacked standing to object to the plan.⁴⁶

2. Significant Developments In Pending Bankruptcy Cases

ACandS. On May 6, 2008, nearly six years after the bankruptcy case was filed, the U.S. Bankruptcy Court for the District of Delaware confirmed ACandS' second plan of reorganization.⁴⁷ On June 27, 2008, the confirmation order was affirmed by the district court.⁴⁸ ACandS' initial plan had been rejected by the bankruptcy court in January, 2004 based, *inter alia*, on a lack of good faith and the court's finding that the plan did not provide equal treatment for similarly situated claims because it permitted asbestos claimants who entered into pre-petition settlements to recover from the proposed § 524(g) asbestos trust ahead of other asbestos claimants who had not entered into pre-petition settlement agreements with ACandS.⁴⁹

Under the confirmed plan, the § 524(g) trust will be funded primarily by 100% of the common stock of reorganized ACandS, insurance proceeds, and more than \$14 million in cash.⁵⁰ The confirmed plan resolves the bankruptcy court's concerns regarding the unequal treatment of asbestos claimants under the initial plan by releasing the pre-petition settling asbestos claimants' claims against the Trust's assets, and extinguishing those claimants' security interests in assets transferred to the Trust and any priority of payment relating thereto.⁵¹

Burns and Roe. On November 13, 2008, the U.S. Bankruptcy Court for the District of New Jersey and the District Court for that district, sitting jointly, held a confirmation hearing regarding the Fourth Amended Plan of Reorganization of Burns and Roe Enterprises and its affiliate, Burns and Roe Construction Group. On February 23, 2009, the District Court entered an order confirming the plan and overruling the sole objecting party's arguments based on plan modifications that, in the court's view, ensured that the objector's interests would not be impaired by the plan.⁵²

The plan, filed June 9, 2008, contains trust distribution procedures ("TDPs") that establish a matrix of disease levels, scheduled values, and exposure/medical criteria applicable to the resolution and payment of asbestos claims. The plan further incorporates a creative settlement agreement among debtors, the official committee of unsecured creditors, the future claimants' representative, and certain CNA insurance

companies under which asbestos claimants whose claims potentially implicate coverage under the CNA policies may bring post-confirmation tort system lawsuits against a subsidiary of the Burns and Roe trust in order to obtain judgments or settlements that may result in additional payments to those claimants from CNA's insurance coverage, in addition to whatever amounts those claimants receive from the trust.⁵³

Congoleum. A total of 24 different plans of reorganization have been filed, by a wide variety of parties, in Congoleum since Congoleum commenced its bankruptcy case more than five years ago and filed a prepackaged plan of reorganization supported by a majority of its asbestos claimants.⁵⁴

On June 5, 2008, the U.S. Bankruptcy Court for the District of New Jersey ruled that the February 5, 2008 plan of reorganization proposed by Congoleum, the official committee of bondholders, and the official asbestos claimants committee was not confirmable as a matter of law because it (i) provided for disparate treatment of similarly-situated asbestos claimants by permitting certain asbestos claimants to seek declaratory judgments recognizing the liquidated amounts of the pre-petition settlement agreements they had entered into with Congoleum, (ii) improperly included releases, exculpations, indemnifications, and injunctive relief for non-debtor third parties that was broader than permitted under the Bankruptcy Code, and (iii) provided for payment of fees and expenses to certain asbestos claimants' counsel and the pre-petition "collateral trustee" without subjecting those fees to bankruptcy court approval.⁵⁵ In entering its ruling, the Court stated that "the barriers to confirmation of the Joint Plan that the Court identified are so entrenched in this and previous plans that the Court seriously questions whether allowing the Debtors to remain in Chapter 11 is in the best interest of the estate. Accordingly, the Court is issuing an order to show cause as to why this case should not be converted or dismissed pursuant to 11 U.S.C. § 1112."⁵⁶ The bankruptcy court's order was appealed by the plan proponents,⁵⁷ but the appeal was administratively dismissed by the district court on January 7, 2009.⁵⁸

On June 6, 2008, the bankruptcy court entered an order to show cause why Congoleum's bankruptcy case should not be dismissed or converted to a Chapter 7 case.⁵⁹ Congoleum, the bondholders committee,

the asbestos claimants committee, and the future claimants' representative each objected to the show cause order, arguing that they could still work toward a confirmable plan given the clarity provided by the bankruptcy court regarding the issues of concern that prevented confirmation of the previously-proposed plans. Following a hearing on June 26, 2008, the bankruptcy court vacated the show cause order.⁶⁰

On November 14, 2008, Debtors, the bondholders committee, and the asbestos claimants committee filed another joint plan of reorganization, which sought to address the flaws noted by the bankruptcy court with respect to the previous plans.⁶¹ Several parties objected to the plan, and/or sought a ruling that it could not be confirmed as a matter of law.⁶² On February 26, 2009, the bankruptcy court issued a 26-page opinion holding that the latest plan was not confirmable as a matter of law and stating that it would, *sua sponte*, dismiss the Chapter 11 case effective March 18, 2009.⁶³ The court held that dismissal was warranted because it had denied confirmation of 24 separate plans, there was continuing loss or diminution of the estate in the form of mounting professional fees, and extensive mediation efforts to reach agreement on a plan had failed.⁶⁴ In sum, the court concluded, "the history of this case convinces the Court that permitting further amendment would be an exercise in futility and a further waste of estate assets," particularly given that "Debtors and the other Plan Proponents have shown a marked inability to change course in response to evolving case law or rulings of this Court."⁶⁵

Dana Corp. On December 26, 2008, the U.S. Bankruptcy Court for the Southern District of New York confirmed Dana's third amended plan of reorganization.⁶⁶ Pursuant to the confirmed plan, Dana's asbestos liabilities and its rights and obligations under its insurance policies "passed through" unaffected by the bankruptcy, meaning that reorganized Dana will handle asbestos claims in the tort system following its emergence from bankruptcy just as it did pre-petition.⁶⁷ Certain asbestos claimants, who had objected to the plan on the grounds that Dana should have been required to establish a trust pursuant to § 524(g) of the Bankruptcy Code, appealed the bankruptcy court's order confirming Dana's plan but did not seek to stay the effectiveness of the plan pending appeal.⁶⁸ On September 30, 2008, the district court dismissed

the appeal, finding that it was equitably moot because the plan had been substantially consummated.⁶⁹ One asbestos claimant appealed the district court's dismissal to the Second Circuit,⁷⁰ but that appeal was dismissed by stipulation of the parties.⁷¹

Federal-Mogul. Federal-Mogul Global Inc. and its debtor affiliates exited bankruptcy on December 27, 2007, more than six years after seeking bankruptcy protection.⁷² The plan proponents' fourth amended joint plan of reorganization⁷³ was confirmed by the U.S. Bankruptcy Court for the District of Delaware on November 8, 2007,⁷⁴ and affirmed by the district court one week later.⁷⁵

Pursuant to the plan, asbestos claims against the various Federal-Mogul debtors will be channeled to a § 524(g) trust for resolution and payment. The plan proposes different mechanisms for resolving debtors' different "streams" of asbestos liabilities, with certain "streams" of liability to be resolved pursuant to a matrix of disease levels, scheduled values, and exposure/medical criteria and others to be resolved through litigation in the tort system. The plan also incorporates an extensive "insurance neutrality" stipulation negotiated between the Plan Proponents and many of Federal-Mogul's insurers.

Federal Mogul had proposed two alternative forms of its plan. Under "Plan A," two companies not affiliated with debtors at the time of the bankruptcy case, Pneumo-Abex and Cooper, would have made substantial contributions to the trust in exchange for § 524(g) protection. Cooper and Pneumo Abex contended that various debtors were liable, under pre-petition contractual agreements with Cooper and Pneumo Abex, for the Cooper/Pneumo Abex asbestos liabilities that would have been channeled to the trust.⁷⁶ In contrast, under "Plan B," the Federal-Mogul debtors would have made a significant payment to Cooper and Pneumo Abex to resolve indemnification claims they had asserted in proofs of claim, but Cooper and Pneumo Abex would not have received § 524(g) protection.

By the time of the confirmation hearing, debtors had entered into settlement agreements with most of the objecting parties regarding "Plan B," which was ultimately approved by the bankruptcy court and the district court without opposition. When it confirmed

Plan B, the bankruptcy court deferred ruling on two other issues: whether Plan A could also be confirmed; and whether the assignment of debtors' insurance rights to the § 524(g) trust was permissible. While the ruling on Plan A was pending, debtors, Cooper, and Pneumo Abex agreed that any distribution to Cooper and Pneumo Abex pursuant to their proofs of claim would be deferred.

"Plan B" went effective on December 27, 2007.⁷⁷ On September 20, 2008, the bankruptcy court ruled that Plan A would not be confirmed. The court held that the injunctions that would be given to Cooper and Pneumo Abex under Plan A were not necessary to Federal-Mogul's successful reorganization, because the court had already confirmed Plan B, and that Plan A would improperly release Cooper and Pneumo Abex from independent liabilities that were not derivative of debtors' liability.⁷⁸

The court also ruled against the insurers on the assignability issue.⁷⁹ The insurers' appeal to the district court has been fully briefed. The district court heard oral argument on November 12, 2008 but has not ruled.⁸⁰

G-I Holdings. During the first seven years of its bankruptcy case, filed in 2001, G-I Holdings, Inc. vigorously disputed its alleged asbestos liability, resulting in extensive litigation in the bankruptcy court between G-I and its asbestos claimants. G-I challenged both the validity of the asbestos claims against it and the extent of its alleged liability.⁸¹ Given the significant dispute between G-I and the asbestos claimants as to the total amount of asbestos claims that G-I would be required to pay, the parties and the bankruptcy court agreed that no Chapter 11 plan could be proposed or confirmed until the court estimated the aggregate amount of G-I's asbestos liability.⁸² The parties have been litigating estimation-related issues since 2002.⁸³

Before the estimation was completed, G-I resolved its disputes with the asbestos constituencies, resulting in the proposal of a joint plan of reorganization on August 21, 2008.⁸⁴ Shortly thereafter, the United States Trustee moved for the appointment of an examiner, arguing that the plan improperly treats unsecured asbestos creditors more favorably than unsecured non-asbestos creditors.⁸⁵ The bankruptcy court denied that motion,⁸⁶ but the hearing on confirmation of the

plan, originally scheduled to take place in early April, 2009, has been postponed indefinitely while the plan proponents work to amend the plan.⁸⁷

Global Industrial Technologies, Inc. (GIT) / North American Refractories Corp. (NARCO). On November 13, 2007, the U.S. Bankruptcy Court for the Western District of Pennsylvania confirmed the joint plan of reorganization that GIT and NARCO had filed on December 28, 2005.⁸⁸ Several insurers appealed confirmation of the plan,⁸⁹ arguing, *inter alia*, that the plan could not lawfully be confirmed because it assigned insurance policies to the § 524(g) trust without insurer consent, including policies issued to non-debtor Honeywell, Inc. in which debtors had no interest, and because certain insurers were denied standing to participate in the confirmation hearing based on the bankruptcy court's finding that the plan was "insurance neutral" and adequately preserved the insurers' rights and defenses under their policies. On July 25, 2008, the district court affirmed the bankruptcy court's confirmation order, finding that the insurers' rights would not be affected by the plan given its "insurance neutrality" provisions and because the bankruptcy court did not err in ruling that the Bankruptcy Code preempted provisions in the insurers' policies prohibiting assignment of the policies without the insurers' consent.⁹⁰

Johns-Manville Corp. Although it has been more than two decades since the U.S. Bankruptcy Court for the Southern District of New York confirmed the plan of reorganization in the Johns-Manville case, disputes concerning the scope of the injunction entered in that case with respect to asbestos claims still continue. Earlier this decade, asbestos claimants began asserting lawsuits against certain of Johns-Manville's insurers, including Travelers, alleging that the insurers had engaged in unfair settlement practices by settling asbestos claims for too little given the insurers' alleged knowledge of the dangers of asbestos.

In August, 2004, the bankruptcy court entered an order approving settlements reached between Travelers and certain asbestos claimants, and clarifying that the injunction contained in the 1988 confirmation order precluded such direct claims against Travelers because it barred all persons from commencing lawsuits against settling insurers for the purpose of directly or indirectly recovering payment of, on, or with respect

to any claim or other asbestos obligation.⁹¹ The bankruptcy court's decision was affirmed in relevant part by the district court.⁹²

On February 15, 2008, the U.S. Court of Appeals for the Second Circuit reversed the bankruptcy court and district court decisions, holding that the bankruptcy court lacked jurisdiction to enjoin direct action claims asserted against Travelers that are predicated on an independent duty owed by Travelers to the claimants, seek no recovery from the *res* of the Manville estate, and seek damages unrelated to and in excess of Manville's insurance proceeds.⁹³

Travelers and the settling claimants sought review of the Second Circuit's decision, asserting that it has far-reaching implications concerning the jurisdiction of bankruptcy courts to approve settlements granting relief to non-debtor parties in connection with reorganization plans, not only under the sources of authority that existed in 1986, but also under the later-enacted § 524(g) of the Bankruptcy Code.⁹⁴ Travelers further argued that the Second Circuit's attempt to limit the bankruptcy court's confirmation order to a specified amount of money paid by Travelers into Manville's bankruptcy estate ignored the bankruptcy court's factual findings regarding the nexus between the direct action lawsuits and Travelers' contractual obligations to Manville. On December 12, 2008, the U.S. Supreme Court granted Travelers' petition for certiorari.⁹⁵ Merits briefing will be completed in March, 2009, and oral argument is scheduled for March 30, 2009.

Quigley. Quigley Company, Inc. continues to languish in bankruptcy after first seeking bankruptcy protection nearly five years ago. In the last two years alone, Quigley has filed five plans of reorganization,⁹⁶ none of which have been confirmed due, in part, to opposition by the United States Trustee and an unofficial ad hoc committee of tort claimants.

The ad hoc committee objected to Quigley's fifth amended disclosure statement, arguing that it could not be approved because it described a plan that was fatally flawed due to the plan's separate classification of asbestos claimants who entered into pre-petition settlements.⁹⁷ The U.S. Bankruptcy Court for the Southern District of New York overruled the objection, finding that a plan may separately classify

asbestos personal injury claimants who entered into pre-petition settlements with Quigley's non-debtor parent company from those who had not settled.⁹⁸

Shortly thereafter, the ad hoc committee opposed the ballot⁹⁹ that Quigley planned to use to solicit ballots from asbestos personal injury claimants, arguing that the ballot granted individuals the right to vote on the plan who arguably had no claim because their cause of action was barred by state tort reform statutes.¹⁰⁰ The bankruptcy court overruled the ad hoc committee's objection, finding that any individual exposed to asbestos pre-petition had a claim within the meaning of the Bankruptcy Code and was entitled to vote on the plan, regardless of whether state tort reform statutes rendered his or her cause of action unenforceable unless and until the individual developed symptoms.¹⁰¹

Further, Quigley's right to obtain bankruptcy protection and its ability to maintain control of that process have been respectively challenged by the United States Trustee¹⁰² and the ad hoc committee,¹⁰³ who have moved to dismiss the bankruptcy and to have a trustee appointed, but the bankruptcy court has not ruled on either issue.

After Quigley filed the currently pending plan, Quigley and its non-debtor parent company, Pfizer, sought entry of an order barring insurers from participating in the confirmation process with respect to all issues except the assignment of insurance policies, arguing that insurers lacked standing.¹⁰⁴ On July 25, 2008, the bankruptcy court issued a ruling stating that insurers have standing to object to Quigley's plan provisions that directly affect the insurers' contractual rights and interests.¹⁰⁵

Litigation regarding the application of the standing ruling ensued,¹⁰⁶ causing a further delay in the confirmation process; the bankruptcy court has refrained from scheduling the confirmation hearing until, among other things, it determines whether the provisions to which certain insurers objected impact insurers' contractual rights.

Skinner Engine Co. More than three years ago, certain insurers moved to dismiss Skinner's bankruptcy case, arguing that because its assets had been liquidated and distributed during the course of the bankruptcy case and its estate was now administratively insolvent,

the bankruptcy case should be dismissed because it no longer served any Chapter 11 purpose.¹⁰⁷ The bankruptcy court's ruling denying the insurers' motion¹⁰⁸ was affirmed by the district court.¹⁰⁹ Certain insurers then appealed to the Third Circuit, which on October 23, 2008 affirmed, holding on the limited record before it that a bankruptcy case that seeks to maximize recoveries to all of a debtor's creditors is an acceptable use of the Bankruptcy Code and does not constitute "bad faith."¹¹⁰

Skinner's case is once again before the U.S. Bankruptcy Court for the Western District of Pennsylvania, which conducted a hearing on February 4, 2009 concerning whether to approve Skinner's disclosure statement regarding its Chapter 11 plan filed in May, 2006. During that hearing, the bankruptcy court stated that it had several threshold concerns regarding Skinner's proposed plan that must be resolved before the court would move forward with any hearing on the disclosure statement. No new hearing date has yet been set regarding Skinner's proposed disclosure statement and plan.

W.R. Grace. From the first days of its bankruptcy case, filed in 2001, Grace has fiercely contested the extent of its alleged liability for asbestos claims and, like the debtor in *G-I Holdings*, sought to use the bankruptcy court as a forum for contesting the validity of asbestos claims against it. In November, 2004, Grace filed a proposed plan of reorganization and disclosure statement that provided for the payment of all allowed asbestos claims against it in full, to a cap of over \$2 billion. Grace's asbestos creditors vehemently objected to the 2004 plan, arguing that Grace significantly underestimated the value of its aggregate asbestos liability and, thus, asbestos claims would not receive payment in full as proposed in the plan.

On September 11, 2006, the U.S. Bankruptcy Court for the District of Delaware ruled that it would have to conduct (i) an estimation of Grace's asbestos liability and (ii) a valuation of Grace's assets and liabilities, before any plan could be proposed and confirmed.¹¹¹ Significant litigation ensued between Grace and the asbestos constituencies as the parties prepared for the estimation hearing.¹¹²

On July 26, 2007, the bankruptcy court entered an order terminating Grace's exclusive period in which

to file a plan of reorganization and solicit acceptances thereof, finding that Grace had had sufficient time in which to control negotiations with its asbestos creditors and to propose and confirm a feasible plan, yet had failed to do so, and that terminating exclusivity would facilitate moving Grace's bankruptcy case to conclusion by changing the negotiation dynamic.¹¹³ On November 5, 2007, the official committee of asbestos claimants and the future claimants' representative filed a competing plan of reorganization.¹¹⁴ As the time for the estimation hearing grew closer, Grace and the asbestos constituencies reached agreement on the terms of a joint plan of reorganization, which was filed on September 19, 2008.¹¹⁵

Although Grace reached a resolution of its disputes with the asbestos claimants regarding a plan, it lost the support of its official committee of unsecured creditors, which had been a co-proponent of the 2004 plan, because the amended plan does not provide for the payment of post-petition interest on unsecured claims at the applicable default rate.¹¹⁶ Several other parties, including certain asbestos claimants whose injuries allegedly arise solely from Grace and entities whose liability for asbestos claims is allegedly derivative of Grace's liability, have also objected to the amended plan.¹¹⁷ In February, 2009, Grace filed a further amended plan.¹¹⁸ The hearing on whether to confirm the amended joint plan is scheduled to be heard in two phases. The hearing on Phase I issues, including whether the amended joint plan affects Grace's insurers' rights and insurer standing to litigate non-insurance plan issues, and impairment issues pertaining to lenders under Grace's pre-petition credit facilities, is scheduled for June 22-25, 2009.¹¹⁹ The hearing on Phase II issues, including the objections of asbestos claimants from Libby, Montana and of parties classified as Indirect Asbestos Claimants under the plan, is scheduled for September 8-11, 2009.¹²⁰

3. New Developments: Emerging Themes In Asbestos Bankruptcy Litigation

Asbestos-related bankruptcy litigation has matured from the aspect of all parties involved in these cases – debtors, asbestos claimants, insurers, and non-asbestos creditors. As these cases have progressed, we have seen certain issues arise time and time again, albeit without definitive resolution in some instances. We discuss some of these issues below.

Going Concern Requirement For § 524(g) Relief.

Certain of the asbestos defendants who are presently seeking to confirm § 524(g) plans — *e.g.*, Quigley, Flintkote, Thorpe Insulation — have not had active business operations for years. In these cases, objecting parties have argued that the debtors are not entitled to injunctive relief pursuant to § 524(g) of the Bankruptcy Code because those debtors ceased operations before commencing their Chapter 11 cases.

Specifically, parties have argued in these cases that the purpose of § 524(g) is to preserve a debtor's going concern value for the benefit of future asbestos claimants — in other words, the reorganized debtor is the “goose that laid the golden egg” for the asbestos claimants.¹²¹ Thus, goes the argument, an injunction pursuant to § 524(g), which specifically “supplements” the discharge injunction set forth in § 1141 of the Bankruptcy Code,¹²² is not available to a liquidating or non-operating debtor because such a debtor cannot obtain a discharge.¹²³

Courts have recognized that a “going concern” requirement is implicit in § 524(g). For example, the Third Circuit, in Combustion Engineering, noted that § 524(g) requires a debtor to be “a going concern, such that it is able to make future payments into the trust to provide an ‘evergreen’ funding source for future asbestos claims.”¹²⁴ Similarly, in Western Asbestos, the bankruptcy court found that a debtor that was not an operating company was “not entitled to the protection of the supplemental injunction” under § 524(g).¹²⁵ More recently, the bankruptcy court in Flintkote stated, in the context of a hearing on debtor's disclosure statement, that “[t]his case is not going to get a 524(g) injunction until [the Court is] sure that, in fact, [Flintkote] has a business to reorganize,” emphasizing that “Combustion's pretty clear that that's what the Court expects.”¹²⁶

Some debtors have tried to resolve the “going concern” issue by contending that they were in the business, pre-petition, of processing and resolving asbestos claims against them, and that they will continue to engage in that activity post-confirmation, thus satisfying the “going concern” for purposes of § 524(g).¹²⁷ Others seek to comply with the “going concern” requirement by commencing entirely new operations during the bankruptcy case or identifying new businesses in which the reorganized debtor will

engage after the plan is confirmed.¹²⁸ Yet another seeks to merge the non-operating debtor entity with an operating business.¹²⁹

Whether and how these proposed mechanisms satisfy the “going concern” requirement remains to be seen, and will be an important factor in determining whether § 524(g) can be widely used in the future by moribund or non-operating companies. Related issues include whether bankruptcy courts will dismiss certain “going concern” objections based on the objectors' alleged lack of standing and, in such circumstances, whether bankruptcy courts will take any other steps to ensure compliance with this statutory requirement.

Insurer Standing. In many § 524(g) cases, a debtor's insurers are the only objecting parties. As a result, if the debtor can persuade the court that the insurers lack standing, the debtor will be able to proceed with an uncontested confirmation hearing. On the other hand, insurers typically assert that a § 524(g) plan that assigns the debtor's insurance rights to a trust directly adversely impacts the insurers' pecuniary and legal interests, giving them broad standing to object to the plan. As a result of these divergent views, the scope of insurers' standing to participate in their policyholders' asbestos bankruptcy cases is frequently a contested issue. Courts that have addressed this issue have reached different results, largely based on whether, in their view, the plan proposed in a given case will affect insurers' rights and interests.

In some cases, such as Congoleum, Lloyd E. Mitchell, Plibrico, and Skinner Engine, bankruptcy and district courts alike have found that insurers have broad standing to participate in the bankruptcy case and to object to the proposed Chapter 11 plans because the plans in those cases rely largely on insurance proceeds for funding payments to asbestos creditors.¹³⁰ In addition, the Congoleum court found that its holding that anti-assignment and cooperation provisions in insurance policies could be preempted constituted “injury-in-fact,” giving the affected insurers broad standing to object to plans.¹³¹ Given the many court holdings finding that the Bankruptcy Code preempts anti-assignment provisions, this logic would appear virtually to guarantee insurers broad standing in asbestos bankruptcy cases.

In other cases, such as Federal-Mogul and GIT/NARCO, courts have found that where a proposed plan is sufficiently “insurance neutral” such that it preserves all of the insurers’ rights and defenses under their policies and applicable law, insurers lack standing to object to most aspects of the Chapter 11 plans proposed in those cases.¹³² The district court presiding over the appeal of the confirmation order in the NARCO bankruptcy affirmed the bankruptcy court’s ruling that an insurer lacked standing to object to the plan where the plan was “insurance silent.”¹³³

Much can turn on whether a plan is perceived by the court as being “insurance neutral,” since courts seem more likely to find insurers lack standing where they view the plan as “insurance neutral.” The term does not appear anywhere in the Bankruptcy Code, and there is no accepted definition of “insurance neutrality.” Thus, a threshold dispute between debtors and insurers — one that insurers often assert requires an evidentiary hearing to resolve, including expert testimony — is whether a particular plan is, in fact, “insurance neutral.” Debtors often argue that plans containing an “insurance neutrality” sentence or paragraph are “insurance neutral,” whereas insurers are unlikely to agree that a plan is “insurance neutral” unless it contains the kind of robust, comprehensive provisions found in the stipulation recently entered into between THAN and some of its insurers.¹³⁴ For example, the insurers in Congoleum argued, and the court agreed, that the “insurance neutrality” provision in the 24th plan in that case failed to provide insurers with “truly unqualified” protection and therefore was not sufficiently “neutral” to deprive the insurers of standing. The court in that case said that the insurers had broad standing to object to confirmation because the plan’s “insurance neutrality” provision, although “strong on protecting the Insurers’ contract defenses,” was “less stalwart on protecting the Insurers from the Debtors’ use of any express or implied findings in the bankruptcy case in the Coverage Action.”¹³⁵ Because the inadequate provision exposed the insurers to “real danger,” they had to be accorded standing to object to the plan.¹³⁶

Courts will occasionally view a plan as “insurance neutral” even where the plan expressly seeks to override or limit certain rights of insurers, so long as insurers are permitted to litigate the particular issues that debtors have chosen to litigate as part of confir-

mation, presumably because debtors prefer to have those particular issues decided in the bankruptcy court rather than in a state court coverage case. Two such insurance-related issues that debtors often seek to litigate in bankruptcy court are (i) whether state law and contractual prohibitions against a debtor’s proposed assignment of its insurance policies to the § 524(g) trust are preempted by § 1123(a)(5) of the Bankruptcy Code, and (ii) whether the § 524(g) channeling injunction impairs insurers’ rights to assert contribution claims against other insurers. As noted, the Congoleum court found that insurers had to be accorded broad standing to object to confirmation where a plan preempted their contractual rights.

Some courts have ruled that insurers have standing to address only those plan-related issues that, in the court’s view, directly affect or threaten to affect the insurers. In Quigley, for example, the bankruptcy court ruled that the insurers had standing to contest those areas of the plan that directly affected them, but the court declined to specify what those areas were.¹³⁷ Similarly, in Thorpe, the bankruptcy court ruled that the insurers had standing to object to certain issues regarding the plan, such as its proposed assignment of debtor’s insurance policies and its impact on non-settling insurers’ contribution claims against settling insurers who would be protected by the proposed § 524(g) injunction, but ruled that the insurers would not be permitted to address other plan-related issues (including the propriety of the § 524(g) injunction itself). The Thorpe bankruptcy court’s ruling may, however, be difficult to reconcile with an earlier ruling by the district court in that same case, that insurers “would have standing to challenge a § 524(g) injunction that barred their claims against a party covered under the injunction as the injunction would detrimentally affect [the insurers’] rights against the Settling Insurers.”¹³⁸ In any event, whether insurer standing may properly be limited on an “issue by issue” basis is likely a matter that will be taken up on appeal.

Given the central importance of the insurer standing issue to both debtors and insurers, as well as the plan-specific decisions rendered by many courts, one may reasonably expect that the insurer standing issue will continue to be litigated in case after case.

Effect Of § 524(g) On Insurer Contribution Claims. Insurers of an asbestos debtor are specifically

included among the class of third parties who are entitled to be protected by a channeling injunction entered under § 524(g).¹³⁹ Policyholder-debtors typically extend that relief in their Chapter 11 plans to insurers who have entered into settlement agreements with the debtor pre-confirmation. In some instances, plans allow insurers who settle post-confirmation to also be protected by the court's § 524(g) injunction.

Notwithstanding the statutory provision that parties' claims may be enjoined only if they will be paid "in whole or in part" by the § 524(g) trust,¹⁴⁰ a dispute has arisen in some cases regarding whether the relief afforded to settling insurers in a § 524(g) plan may extend so broadly so as to extinguish a non-settling insurer's state law rights to contribution (and related remedies) against settling insurers.

Under some states' law, non-settling insurers are permitted to pursue contribution claims against settled co-insurers on the same risk, because such claims are viewed as independent of the underlying liability.¹⁴¹ In many cases, a non-settling insurer's contribution claims against settling insurers who are protected by the § 524(g) injunction are channeled to, and paid by, the trust.¹⁴² In other cases, proposed plans appear to enjoin non-settling insurers' assertion of contribution, subrogation, indemnity, setoff, and recoupment rights without making any provision for the payment or treatment of such claims. Non-settling insurers in such cases have objected to the proposed plans based on their failure to provide for their contribution claims against settling insurers.¹⁴³ Those insurers argue that unless their contribution claims are classified under the plan as claims that will be paid in full, they are impaired creditors who not only have the right to vote on the plan, but also are entitled to the same protections available to other impaired creditors (such as the protections afforded by the Bankruptcy Code's "cram down" provisions). The courts presiding over those cases have yet to rule on whether and, if so, how, those plans must provide for non-settling insurers' contribution claims against settling insurers.

Alleged Bankruptcy Code Preemption Of Contractual Anti-Assignment Provisions. It has become increasingly common for asbestos debtors to seek rulings from the bankruptcy court, as part of plan confirmation, that state law and/or contractual prohibitions against a debtor's proposed assignment of its

insurance policies are preempted by the Bankruptcy Code where the plan in question seeks to assign such insurance assets to a § 524(g) trust.

Specifically, debtors argue that § 524(g) requires them to fund the trust with their assets, such as insurance policies or insurance proceeds, and that the Bankruptcy Code expressly permits them to transfer their insurance assets to the trust "notwithstanding any otherwise applicable nonbankruptcy law."¹⁴⁴ Insurers, in response, argue that while § 524(g) permits debtors to fund the trusts with insurance assets, debtors may not do so in violation of express anti-assignment provisions in insurance policies. Debtors counter that §§ 1123(a)(5) and 524(g) of the Bankruptcy Code serve to preempt any contractual or state law limitations that would otherwise bar an asbestos debtor's assignment of its insurance assets to a trust authorized under § 524(g).

To date, courts considering this issue have generally ruled that the Bankruptcy Code does, in fact, preempt enforcement of anti-assignment provisions that otherwise might preclude assignment of a debtor's insurance assets to a § 524(g) trust absent the insurers' consent.¹⁴⁵ No circuit court has explicitly addressed this issue,¹⁴⁶ but given that most debtors rely on an assignment of insurance assets to fund their proposed § 524(g) trusts, over insurer objections, we expect that the issue will soon reach, and be decided by, a federal circuit court.

Bankruptcy Courts And District Courts Jointly Presiding Over Confirmation Hearings. The Bankruptcy Code requires that § 524(g) injunctions be "issued or affirmed by the district court that has jurisdiction over the reorganization case."¹⁴⁷ The bankruptcy court does not, therefore, have the authority to enter such an injunction on its own.

While § 524(g) is clear in requiring that the district court must "issue or affirm" a channeling injunction, nothing in the Bankruptcy Code or Bankruptcy Rules addresses the procedure for obtaining such an order, creating inconsistencies among jurisdictions (and even among cases in the same jurisdiction) as to how to comply with this requirement. In most cases, bankruptcy courts have conducted confirmation hearings and then entered an order confirming the plan and recommending entry of an injunction,

which is reviewed by the district court sitting as an appellate court.¹⁴⁸ If the district court agrees with the bankruptcy court, the confirmation order and injunction are “affirmed,” thus satisfying § 524(g)(3) (A). In some cases, district courts have withdrawn the reference of the confirmation hearing and presided over the confirmation hearing in the first instance and, where appropriate, issued the confirmation order and § 524(g) injunction.¹⁴⁹ Other district courts have refused such requests to withdraw the reference, including as recently as February 26, 2009 in Quigley, leaving the bankruptcy court to conduct the confirmation hearing by itself.¹⁵⁰

In a few cases, bankruptcy judges and district judges have presided jointly over hearings on confirmation of plans that seek a § 524(g) injunction, even though there is no basis for “shared” or “joint” jurisdiction over a bankruptcy proceeding anywhere in the Bankruptcy Code or the Judicial Code. Parties seeking such “joint” hearings have done so on the grounds that it would be more efficient to have the courts sit together to hear and consider the evidence supporting the propriety of the injunction, rather than presenting the same evidence twice.¹⁵¹

Hearings where a bankruptcy judge and district judge jointly preside threaten to create a host of procedural issues. As an initial matter, it is unclear what roles the district court and the bankruptcy court would each be serving during the joint confirmation hearing, or where one court’s responsibility would end and the other’s begin. Further, if the bankruptcy judge issues the confirmation order, the appeal would be taken to the same district court that had presided jointly with the bankruptcy judge at the confirmation hearing, thus putting the district court in the unprecedented position of reviewing rulings made in its presence. Because the bankruptcy judge’s confirmation order could not properly be appealed to the district court, it would be difficult for any appeal to reach a circuit court, because circuit courts generally do not have jurisdiction over rulings by bankruptcy judges serving as trial judges.¹⁵²

Despite these potential procedural and jurisdictional difficulties, a bankruptcy judge and district court judge recently presided jointly over the confirmation hearing in the Burns and Roe asbestos bankruptcy case. The district court granted the debtors’ motion to partially withdraw the reference and ordered the

bankruptcy court to sit jointly with the district court at the confirmation hearing “due to the Bankruptcy Judge’s prior experience and knowledge of this matter” and because withdrawal of the reference would “promote the efficient administration of the matter.”¹⁵³ The court rejected objections that a joint confirmation hearing would amount to an inappropriate “shared jurisdiction” by the two courts, based on its conclusion that the objectors failed to cite any authority for that argument.¹⁵⁴ Ultimately, instead of some sort of joint ruling, the district judge alone issued the order and a lengthy opinion confirming the plan, and nothing on the face of its order or opinion suggests that the bankruptcy judge provided any input.¹⁵⁵

Bankruptcy Trusts And Their Impact On Asbestos Litigation. The substantial amount of money presently available to confirmed asbestos personal injury trusts for the payment of claims — estimated to be between \$25 and \$40 billion, with potentially up to \$1 million available for a mesothelioma plaintiff from § 524(g) trusts — has also impacted asbestos litigation in the tort system.¹⁵⁶ The significant amounts available to these trusts has enabled significant payments to individual claimants.¹⁵⁷ But this influx in trust funding and payments being received by asbestos claimants has created issues for non-debtor co-defendants concerning the discoverability of information being submitted to the trusts by asbestos claimants, as well as the amounts being received by the claimants from a particular trust. Non-debtor co-defendants seek that information to avoid absorbing the liabilities of debtor defendants, *i.e.*, by paying more than their proportionate share of liability, and to ensure that they obtain appropriate credits in litigation.¹⁵⁸

Non-debtor co-defendants thus have argued, and courts have agreed, that they are entitled to obtain claims materials submitted to trusts in order to reduce liability that had otherwise been expanded by being forced to pick up a debtor-defendant’s “share.”¹⁵⁹ Non-debtor co-defendants have also argued that asbestos claimants should not be permitted to delay the submission of their claims to the trusts until after solvent defendants have been pursued in the tort system, thereby preventing a judgment reduction in the tort system on account of recoveries obtained from the trusts.¹⁶⁰ Some courts have required claimants’ counsel to file or produce any bankruptcy claim forms that were being contemplated, so that non-debtor co-

defendants could set off from any damages award the amounts received or to be received by the plaintiffs from any bankruptcy trusts.¹⁶¹

4. Conclusion

Many years of intense litigation in asbestos bankruptcy cases has left a large number of open or unanswered questions, about substantive law and procedure, that will continue to be addressed in such cases in the future. We look forward to reporting on such future developments in Part 6 of this series of articles.

Endnotes

1. See Plevin, *et al.*, *Where Are They Now? A History Of The Companies That Have Sought Bankruptcy Protection Due To Asbestos Claims*, Mealey's Asbestos Bankruptcy Report, Vol. 1, No. 1 (Aug. 2001); Plevin, *et al.*, *Where Are They Now?, Part Two: A Continuing History Of The Companies That Have Sought Bankruptcy Protection Due To Asbestos Claims*, Mealey's Litigation Report: Asbestos, Vol. 17, No. 20 (Nov. 2002); Plevin, *et al.*, *Where Are They Now?, Part Three: A Continuing History Of The Companies That Have Sought Bankruptcy Protection Due To Asbestos Claims*, Mealey's Asbestos Bankruptcy Report, Vol. 5, No. 4 (Nov. 2005); Plevin, *et al.*, *Where Are They Now?, Part Four: A Continuing History Of The Companies That Have Sought Bankruptcy Protection Due To Asbestos Claims*, Mealey's Asbestos Bankruptcy Report, Vol. 6, No. 7 (Feb. 2007).
2. Corrections are welcome. Please send any corrections or comments to mplevin@crowell.com or ldavis@crowell.com.
3. See Voluntary Petition, Dkt. No. 1, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. Oct. 15, 2007). The authors represent several insurers in this matter.
4. See Voluntary Petition, Dkt. No. 1, In re Pacific Insulation Co., No. 07-20016 (Bankr. C.D. Cal. October 31, 2007).
5. See Order Re Emergency Motion For Order Directing Joint Administration Of Related Cases Pursuant To Federal Rule Of Bankruptcy Procedure 1015(b), Dkt. No. 89, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. Nov. 6, 2007).
6. See Declaration Of Robert W. Fults In Support Of Emergency Motion For Order Directing Joint Administration Of Related Cases Pursuant To Federal Rule Of Bankruptcy Procedure 1015(b) And Emergency Motion Of Debtors For Orders Limiting Scope Of Notice, Dkt. No. 77, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. Nov. 2, 2007).
7. See *id.*
8. See First Amended Disclosure Statement Concerning The First Amended Joint Plan Of Reorganization Of Thorpe Insulation Company And Pacific Insulation Company Under Chapter 11 Of The Bankruptcy Code, Dkt. No. 1221, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. July 30, 2008), at 11-12.
9. See *id.* at Appendix A.
10. *Id.*
11. *Id.* at 12-13. The coverage litigation is comprised of three cases commenced pre-petition, one of which was filed by Thorpe and two of which were filed by insurers. The cases were coordinated before a single judge pursuant to an order of the California Judicial Council. *Id.* at 12. The bankruptcy court most recently extended the injunction to run until a hearing on April 2, 2009.
12. See First Amended Joint Plan Of Reorganization Of Thorpe Insulation Company And Pacific Insulation Company, Dkt. No. 1222, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. July 30, 2008). After the beginning of the confirmation hearing, the plan proponents filed a revised plan. See Second Amended Joint Plan Of Reorganization Of Thorpe Insulation Company And Pacific Insulation Company, Dkt. No. 1942, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. Feb. 9, 2009).
13. See *id.*
14. See, *e.g.*, First Amended Disclosure Statement Concerning The First Amended Joint Plan Of

- Reorganization Of Thorpe Insulation Company And Pacific Insulation Company Under Chapter 11 Of The Bankruptcy Code, Dkt. No. 1221, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. July 30, 2008) and First Amended Joint Plan Of Reorganization Of Thorpe Insulation Company And Pacific Insulation Company, Dkt. No. 1222, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. July 30, 2008); Certain Insurers' Preliminary Objection To Confirmation Of Plan, Dkt. No. 1515, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. Oct. 14, 2008).
15. See Voluntary Petition, Dkt. No. 1, In re Hercules Chemical Co., No. 08-25553 (Bankr. W.D. Pa. Aug. 22, 2008).
 16. See Declaration Of Leonard A. Ruvolo In Support Of The Debtor's Chapter 11 Petition And First Day Orders, Dkt. No. 3, In re Hercules Chemical Co., No. 08-25553 (Bankr. W.D. Pa. Aug. 22, 2008).
 17. See *id.*
 18. See *id.*
 19. See, e.g., Proposed Findings Of Fact And Conclusions Of Law In Support Of Transfer Or Dismissal Of Case Filed In Wrong District, Dkt. No. 53, In re Hercules Chemical Co., No. 08-25553 (Bankr. W.D. Pa. Sept. 2, 2008).
 20. See Brief In Support Of (A) Debtor's Response To Proposed Findings Of Fact And Conclusions Of Law Filed By The United States Trustee; And (B) Retaining Venue In This District, Dkt. No. 61, In re Hercules Chemical Co., No. 08-25553 (Bankr. W.D. Pa. Sept. 15, 2008).
 21. See Order Of Court, Dkt. No. 82, In re Hercules Chemical Co., No. 08-25553 (Bankr. W.D. Pa. Sept. 17, 2008).
 22. See Motion Of The Debtor, Hercules Chemical Company, Inc., For An Order Extending The Exclusive Period Within Which To File A Chapter 11 Plan And Solicit Acceptances Pursuant To Section 1121(d) Of The Bankruptcy Code, Dkt. No. 203, In re Hercules Chemical Co., No. 08-27822 (Bankr. D. N.J. Nov. 24, 2008).
 23. See Order Extending The Exclusive Period Within Which To File A Chapter 11 Plan And Solicit Acceptances Pursuant To Section 1121(d) Of The Bankruptcy Code, Dkt. No. 219 In re Hercules Chemical Co., No. 08-27822 (Bankr. D. N.J. Dec. 18, 2008).
 24. See Voluntary Petition, Dkt. No. 1, In re The Christy Refractories Co., LLC, No. 08-48541 (Bankr. E.D. Mo. Oct. 29, 2008). The authors represent an insurer in this matter.
 25. See Declaration of Frank R. O'Brien In Support of Chapter 11 Petition And Various Requests For First-Day Relief, Dkt. No. 9, In re The Christy Refractories Co., LLC, No. 08-48541 (Bankr. E.D. Mo. Oct. 29, 2008).
 26. See *id.*
 27. See *id.*
 28. See Debtor's Motion Pursuant To Sections 105(a), 327, And 330 For Authorization To Employ Professionals Utilized In The Ordinary Course Of Business *Nunc Pro Tunc* To The Petition Date, Dkt. No. 50, In re The Christy Refractories Co., LLC, No. 08-48541 (Bankr. E.D. Mo. Nov. 10, 2008).
 29. See *id.*
 30. See Motion Of The Debtor For Order Pursuant To Section 1121(d) Of The Bankruptcy Code Extending The Exclusive Period During Which The Debtor May File A Chapter 11 Plan And The Period For Soliciting Acceptances, Dkt. No. 112, In re The Christy Refractories Co., LLC, No. 08-48541 (Bankr. E.D. Mo. Feb. 5, 2009).
 31. See Voluntary Petition, Dkt. No. 1, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Nov. 24, 2008). The authors represent an insurer in this matter.
 32. See Declaration of Steven A. Carlson Pursuant To Rule 1007-2 Of The Local Bankruptcy Rules For The Southern District Of New York In Support Of Chapter 11 Petition And First Day Pleadings, Dkt. No. 2, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Nov. 24, 2008).

- In addition to the asbestos cases, THAN has been named as a defendant in approximately 29 lawsuits relating to its role as a manufacturer of the Agent Orange herbicide, which it sold to the U.S. military between 1965 and 1971, as well as a handful of cases relating to the distribution of benzene. *See id.*
33. *See id.*
34. *See id.*
35. *See id.*
36. *See id.*
37. *See id.*
38. *See* Motion For An Order (A) Scheduling A Combined Hearing To Consider Approval Of Disclosure Statement And Solicitation Procedures, And Confirmation Of Prepackaged Plan Of Reorganization, (B) Establishing Deadlines And Procedures For Filing Objections, And (C) Approving Form And Manner Of Notice Of Combined Hearing, Dkt. No. 3, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Nov. 24, 2008).
39. *See* Order (A) Scheduling A Combined Hearing To Consider Approval Of Disclosure Statement And Solicitation Procedures, And Confirmation Of Prepackaged Plan Of Reorganization, (B) Establishing Deadlines And Procedures For Filing Objections, And (C) Approving Form And Manner Of Notice Of Combined Hearing, Dkt. No. 56, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Nov. 25, 2008).
40. *See* Disclosure Statement With Respect To A Prepackaged Plan Of Reorganization Of T.H. Agriculture & Nutrition, LLC Under Chapter 11 Of The Bankruptcy Code, Dkt. No. 21, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Nov. 24, 2008) at 16.
41. *See, e.g.,* *Ex Parte* Application Of Certain Insurers For Entry Of An Order Scheduling An Expedited Hearing To Consider Motion To Modify The Court's First Day Scheduling Order, Exhibit A, Dkt. No. 98, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Dec. 11, 2008); Century's Reservation Of Rights With Regard To Its Objections To The Prepackaged Plan Of Reorganization Of T H Agriculture & Nutrition, LLC, Dkt. No. 203, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. January 6, 2009); Owens-Illinois, Inc.'s Objection To The Prepackaged Plan Of Reorganization, Dkt. No. 195, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. January 5, 2009); Preliminary Objections To Prepackaged Plan Of reorganization Of T H Agriculture & Nutrition, LLC, Dkt. No. 201, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. January 5, 2009).
42. *See* Notice of Court Conference on Ex Parte Application of Certain Insurers For Entry Of An Order Scheduling An Expedited Hearing To Consider Motion To Modify The Court's First Day Scheduling Order, Dkt. No. 100, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Dec. 11, 2008); Notice of Hearing On Motion To Modify The Court's First Day Scheduling Order, Dkt. No. 107, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Dec. 12, 2008); Notice of Court Conference, Dkt. No. 168, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Dec. 22, 2008); Notice of Court Conference Regarding Motion To Modify Scheduling Order, Dkt. No. 177, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Dec. 29, 2008); Notice of Court Conference Regarding Motion To Modify Scheduling Order, Dkt. No. 194, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Jan. 5, 2009); Notice of Court Conference Regarding Motion To Modify Scheduling Order, Dkt. No. 242, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Jan. 16, 2009).
43. *See* Motion for an Order, Pursuant to Fed. R. Bankr. P. 9019, Approving the Stipulation and Agreed Order, and Incorporating the Provisions Therein Into the Debtors' Prepackaged Plan of Reorganization, Dkt. No. 283, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Jan. 28, 2009).
44. *See* So Ordered Stipulation And Agreed Order, Dkt. No. 302, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Feb. 10, 2009).

45. See Amended And Supplemental Order (A) Scheduling A Combined Hearing To Consider Approval Of Disclosure Statement And Solicitation Procedures, And Confirmation Of Prepackaged Plan Of Reorganization, (B) Establishing Deadlines And Procedures For Filing Objections, And (C) Approving Form And Manner Of Supplemental Notice Of Combined Hearing, Dkt. No. 328, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Mar. 5, 2009).
46. See Transcript Of Telephonic Conference Before The Hon. Robert E. Gerber, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Jan. 12, 2009), at 52:17-59:3; Order Granting Debtor's Motion To Strike Owens-Illinois, Inc.'s Objection To The Prepackaged Plan Of Reorganization For Lack Of Standing, Dkt. No. 329, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Mar. 5, 2009).
47. See Order Confirming ACandS's Second Plan of Reorganization Dated November 19, 2007, Dkt. No. 3309, In re ACandS, Inc. No. 02-12687 (JKF) (Bankr. D. Del. May 6, 2008).
48. See Order Affirming Confirmation Order And Issuing Injunctions, Dkt. No. 3397, In re ACandS, Inc. No. 02-12687 (JKF) (Bankr. D. Del. June 27, 2008).
49. See In re ACandS, Inc., 311 B.R. 36, 42 (Bankr. D. Del. 2004).
50. See Second Plan of Reorganization of ACandS, Inc. Under Chapter 11 of the United States Bankruptcy Code, Dkt. No. 3109, In re ACandS, Inc., No. 02-12687 (JKF) (Bankr. D. Del. Jan. 4, 2008). See also Disclosure Statement Pursuant To Section 1125 Of The Bankruptcy Code Relating To ACandS's Second Plan of Reorganization Dated November 19, 2007, Dkt. No. 3108, In re ACandS, Inc., No. 02-12687 (JKF) (Bankr. D. Del. Jan. 4, 2008).
51. See *id.* at 42.
52. See Opinion, Dkt. No. 35, In re Burns & Roe Enterprises, Inc., No. 08-4191 (D.N.J. Feb. 23, 2009). The authors represented an insurer in this matter.
53. See Fourth Amended Plan of Reorganization of Burns and Roe Enterprises, Inc. And Burns and Roe Construction Group, Inc., Dkt. No. 2370, Exh. I, In re Burns & Roe Enterprises, Inc., No. 00-41610 (Bankr. D.N.J. June 9, 2008). See also Agreement and Addendum to the Plan of Reorganization of Burns and Roe Enterprises, Inc., and Burns and Roe Construction Group, Inc., Dkt. No. 2162, Exh. A, In re Burns & Roe Enterprises, Inc., No. 00-41610 (Bankr. D.N.J. Sept. 14, 2007).
54. See Opinion Regarding the Motion of First State Insurance Company and Twin City Fire Insurance Company for Summary Judgment Denying Confirmation of the Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of the Debtors, The Official Asbestos Claimants' Committee and The Official Committee of Bondholders for Congoleum Corporation et al., Dated as of November 14, 2008, Dkt. No. 7218, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. Feb. 26, 2009). The authors represented an insurer in this matter.
55. See Opinion Resolving Motions And Cross Motion For Summary Judgment On Confirmation Of Joint Plan Of Reorganization Dated As Of February 5, 2008, Dkt. No. 6575, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. June 5, 2008). The authors represented an insurer in this matter.
56. *Id.* at 21-22.
57. See Debtors' Notice Of Appeal, Dkt. No. 6613, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. June 20, 2008).
58. See Stipulation And Consent Order, Dkt. No. 21, Congoleum Corp. v. First State Ins. Co. (In re Congoleum Corp.), No. 3:08-cv-03645-FLW (D.N.J. Dec. 22, 2008).
59. See Order To Show Cause For Dismissal Or Conversion In A Chapter 11 Case, Dkt. No. 6576, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D.N.J. June 6, 2008).
60. See Minute Of Hearing Held, Outcome: Vacated (related document: 6576 Show Cause), In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D.N.J. June 26, 2008).

61. See Amended Joint Plan of Reorganization Under Chapter 11 Of The Bankruptcy Code Of The Debtors, The Official Asbestos Claimants' Committee And The Official Committee Of Bondholders For Congoleum Corporation, *et al.*, Dated As Of November 14, 2008, Dkt. No. 6998, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. Nov. 14, 2008).
62. See, *e.g.*, Motion of First State Insurance Company And Twin City Fire Insurance Company For Summary Judgment Denying Confirmation Of The Amended Joint Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code Of The Debtors, The Official Asbestos Claimants' Committee And The Official Committee of Bondholders For Congoleum Corporation, *et al.*, Dated As Of November 14, 2008, Dkt. No. 7124, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. Jan. 8, 2009); Travelers' And St. Paul's Joinder In Memorandum Of Law In Support Of Motion Of First State Insurance Company and Twin City Fire Insurance Company For Summary Judgment Denying Confirmation Of The Amended Joint Plan Of Reorganization, Dkt. No. 7129, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D.N.J. January 9, 2009); Owens-Illinois, Inc.'s Preliminary Objection To The Amended Joint Plan Of Reorganization, Dkt. No. 7123, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D.N.J. January 8, 2009).
63. See Opinion Regarding the Motion of First State Insurance Company and Twin City Fire Insurance Company for Summary Judgment Denying Confirmation of the Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of the Debtors, The Official Asbestos Claimants' Committee and The Official Committee of Bondholders for Congoleum Corporation *et al.*, Dated as of November 14, 2008, Dkt. No. 7218, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. Feb. 26, 2009).
64. *Id.* at 21-24.
65. *Id.* at 25.
66. See Order Confirming Third Amended Joint Plan Of Reorganization Of Debtors And Debtors In Possession, Dkt. No. 7509, In re Dana Corp., No. 06-10354 (BRL) (Bankr. S.D.N.Y. Dec. 26, 2007). The authors represented several insurers in this matter.
67. See Third Amended Joint Plan Of Reorganization Of Debtors And Debtors In Possession, Dkt. No. 6671, In re Dana Corp., No.06-10354 (BRL) (Bankr. S.D.N.Y. Oct. 23, 2007).
68. See Notice of Appeal, Dkt. No. 7540, In re Dana Corp., No. 06-10354 (BRL) (Bankr. S.D.N.Y. Jan. 3, 2008); Notice of Appeal, Dkt. No. 7544, In re Dana Corp., No. 06-10354 (BRL) (Bankr. S.D.N.Y. Jan. 4, 2008).
69. See Order, Dkt. No. 8344, In re Dana Corp., No. 06-10354 (BRL) (Bankr. S.D.N.Y. Sept. 30, 2008).
70. See Notice Of Appeal To The United States Court Of Appeals For The Second Circuit, Dkt. No. 37, Ad Hoc Comm. of Asbestos Personal Injury Claimants v. Dana Corp. (In re Dana Corp.), No. 08-cv-1037 (S.D.N.Y. Nov. 10, 2008).
71. See Mandate of United States Court of Appeals for the Second Circuit on Stipulation of Voluntary Dismissal of Valdez Appeal, Ad Hoc Comm. of Asbestos Personal Injury Claimants v. Dana Corp. (In re Dana Corp.), No. 08-cv-1037 (S.D.N.Y. entered Jan. 9, 2009).
72. See Notice of (A) Entry of Order Confirming Fourth Amended Joint Plan of Reorganization For Debtors And Debtors-In-Possession (As Modified); (B) Effective Date of the Plan; (C) Substantial Consummation of the Plan; And (D) Bar Dates For Certain Administrative Claims And Professional Claims, Dkt. No. 13940, In re Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Dec. 27, 2007). The authors represented several insurers in this matter.
73. See Fourth Amended Joint Plan of Reorganization, Dkt. No. 11527, In re Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Feb. 7, 2007).
74. See Order Confirming Fourth Amended Joint Plan of Reorganization For Debtors and Debtors-In-Possession (As Modified), Dkt. No. 13674, In re

- Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Nov. 8, 2007).
75. See Order, Dkt. No. 13698, In re Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Nov. 14, 2007).
76. See Order Confirming Fourth Amended Joint Plan of Reorganization For Debtors and Debtors-In-Possession (As Modified), Dkt. No. 13673, In re Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Nov. 8, 2007).
77. See Notice of (A) Entry of Order Confirming Fourth Amended Joint Plan Of Reorganization For Debtors And Debtors-In-Possession (As Modified); (B) Effective Date Of The Plan; (C) Substantial Consummation Of The Plan; And (D) Bar Dates For Certain Administrative Claims And Professional Claims, Dkt. No. 13940, In re Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Dec. 27, 2007).
78. See In re Federal-Mogul Global, Inc., 2008 WL 4493519, No. 01-10578 (Bankr. D. Del. Sept. 30, 2008).
79. See In re Federal-Mogul Global, Inc., 385 B.R. 560 (Bankr. D. Del. 2008).
80. See Minute Entry for proceedings held before Judge Joseph H. Rodriguez — Argument on Bankruptcy Appeal held on 11/12/2008; Decision Reserved, Certain Underwriters at Lloyds, London v. Federal-Mogul Global, Inc. (In re Federal-Mogul Global, Inc.), Nos. 08-229 and 08-230 (D. Del. Nov. 12, 2008).
81. See, e.g. Official Comm. Of Asbestos Claimants v. G-I Holdings, Inc. (In re G-I Holdings, Inc.), 385 F.3d 313 (3d Cir. 2004); Official Comm. of Asbestos Claimants of G-I Holdings, Inc. v. Heyman, 359 B.R. 452 (S.D.N.Y. 2007). The authors represent a defendant in an adversary proceeding in this matter.
82. See Official Comm. Of Asbestos Claimants v. G-I Holdings, Inc., 295 B.R. 211, 221 (D.N.J. 2003); Transcript of Decision, Dkt. No. 5221, In re G-I Holdings Inc., No. 01-30135 (RG) (Bankr. D.N.J. Jul. 20, 2005) at 20 (recognizing that the estimation of debtors' asbestos liability must occur "before this case can move forward to a plan"); Transcript of Decision, Dkt. No. 5910, In re G-I Holdings Inc., No. 01-30135 (RG) (Bankr. D.N.J. Feb. 17, 2006) at 29 (same).
83. See, e.g., Application Of G-I Holdings Inc. For Order Pursuant To 11 U.S.C. § 502(c) Establishing Method To Liquidate Asbestos Claims, Dkt. No. 1178, In re G-I Holdings Inc., No. 01-30135 (RG) (Bankr. D.N.J. Jun. 19, 2002).
84. See Joint Plan Of Reorganization Of G-I Holdings Inc. amd ACI Inc. Under Chapter 11 Of The Bankruptcy Code, Dkt. No. 8190, In re G-I Holdings Inc., No. 01-30135 (RG) (Bankr. D. N.J. Aug. 21, 2008).
85. See United States Motion To Appoint An Examiner, Dkt. No. 8496, In re G-I Holdings Inc., No. 01-30135 (RG) (Bankr. D. N.J. Nov. 11, 2008).
86. See Order Denying United States' Motion To Appoint An Examiner, Dkt. No. 8669, In re G-I Holdings Inc., No. 01-30135 (RG) (Bankr. D. N.J. Dec. 22, 2008).
87. See Order of Adjournment, Dkt. No. 8856, In re G-I Holdings Inc., No. 01-30135 (RG) (Bankr. D. N.J. Jan. 30, 2009).
88. See Revised Memorandum Opinion On Confirmation Of Third Amended Plan Of Reorganization For North American Refractories Company, Et Al. Dated December 28, 2005 and Third Amended Plan Of Reorganization For Global Industrial Technologies, Inc. Et Al. Dated December 28, 2005 As Supplemented, Dkt. No. 7886, In re Global Indus. Techs., Inc., No. 02-21626 (Bankr. W. D. Pa. Nov. 13, 2007), also docketed as Dkt. No. 5507, In re North American Refractories Co., No. 02-20198 (Bankr. W. D. Pa. Nov. 13, 2007).
89. See Appeal From Bankruptcy Court to District Court, Dkt. No.5597, In re North American Refractories Co., No. 02-20198 (Bankr. W. D. Pa. Dec. 27, 2007).
90. See Memorandum and Order, Dkt. No. 8380, In re Global Indus. Techs., Inc., No. 02-21626 (Bankr.

- W. D. Pa. July 28, 2008), also docketed as Dkt. No. 5898, In re North American Refractories Co., No. 02-20198 (Bankr. W. D. Pa. July 28, 2008).
91. See Order Approving Settlement Of The Statutory, Hawaii And Common Law Direct Actions And Clarifying Confirmation Order, Including Insurance Settlement Order And Channeling Injunction, Dkt. No. 3751, In re Johns-Manville Corp., No. 82-11656 (Bankr. S.D.N.Y. Aug. 17, 2004).
92. In re Johns-Manville Corp., 380 B.R. 49 (S.D.N.Y. 2006).
93. See Johns-Manville Corp. v. Chubb Indem. Ins. Co., 517 F.3d 52, 68 (2d Cir. 2008).
94. See Brief for Petitioners, Travelers Indem. Co. v. Bailey, No. 08-295 (U.S. Sept. 4, 2008); Common Law Settlement Counsel v. Bailey, No. 08-307 (U.S. Sept. 4, 2008).
95. The Travelers Indem. Co. v. Bailey, ___ S. Ct. ___, 2008 WL 4106796, No. 08-295 (U.S. Dec. 12, 2008).
96. See Quigley Company, Inc. Fourth Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Dkt. No. 1098, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. May 18, 2007); Quigley Company, Inc. Fourth Amended And Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Dkt. No. 1125, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. June 7, 2007); Quigley Company, Inc. Fourth Amended And Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (As Modified As Of July 11, 2007), Dkt. No. 1175, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. July 11, 2007); Quigley Company, Inc. Fourth Amended And Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (As Modified As Of November 5, 2007), Dkt. No. 1175, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Nov. 5, 2007); Quigley Company, Inc. Fourth Amended And Restated Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code (As Modified As Of March 28, 2008), Dkt. No. 1380, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. March 28, 2008). The authors represent several insurers in this matter.
97. See Objection Of The Ad-Hoc Committee Of Tort Victims To The Debtor's Motion (I) Approving Quigley's Fifth Amended And Restated Disclosure Statement; (II) Approving First Amended Ballot Solicitation And Tabulation Procedures, Forms Of Ballots, And Manner Of Notice; (III) Estimating Each Asbestos PI Claim Solely For Voting Purposes Using Amounts Set Forth In The Asbestos PI Trust Distribution Procedures; And (IV) Fixing Date, Time And Place For Confirmation Hearing And Deadline For Filing Objections Thereto, Dkt. No. 1165, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. July 6, 2007).
98. In re Quigley Co., Inc., 377 B.R. 110, 116-18 (Bankr. S.D.N.Y. 2007).
99. See Notice of Presentment By Quigley Company, Inc. Of Order: (I) Approving Quigley's Disclosure Statement; (II) Approving First Amended Ballot Solicitation And Tabulation Procedures, Forms of Ballots, And Manner Of Notice; (III) Estimating Each Asbestos PI Claim Solely For Voting Purposes Using Amounts Set Forth In The Asbestos PI Trust Distribution Procedures; And (IV) Fixing Date, Time and Place For Confirmation Hearing And Deadline For Filing Objections Thereto, Dkt. No. 1261, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Nov. 7, 2007).
100. See Memorandum In Response To Notice of Presentment On Balloting And Solicitation Materials, Dkt. No. 1278, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Nov. 19, 2007).
101. See In re Quigley Co., Inc., 383 B.R. 19, 27-29 (Bankr. S.D.N.Y. 2008).
102. See Memorandum Of Law Of The United States Trustee In Support Of Motion For An Order Converting This Case To Case Under Chapter 7 Or Dismissing This Case, Dkt. No. 1089, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. May 11, 2007).
103. See Motion Of the Ad-Hoc Committee Of Tort Victims To Appoint Trustee Pursuant To 11 U.S.C. § 114(a) and Modify Temporary Injunction, Dkt. No. 1075, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. May 2, 2007).

104. *See* Motion Of Quigley Company, Inc. And Pfizer Inc. For Determination That Quigley's Insurers May Not Participate In Plan Confirmation Proceedings As To Issues That Do Not Affect Insurers' Contractual Rights, Dkt. No. 1416, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. May 22, 2008).
105. *See* In re Quigley Co., Inc., 391 B.R. 695 (Bankr. S.D.N.Y. 2008).
106. *See, e.g.*, Motion Of Quigley Company, Inc. and Pfizer Inc. For Order To Strike Plan Objections of Continental Casualty Company And Continental Insurance Company And Joining Insurers, And Motions for Sanctions, Dkt. No. 1575, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Oct. 16, 2008); Opposition of Continental Casualty Company and Continental Insurance Company To Motion Of Quigley Company, Inc. And Pfizer, Inc. For Order To Strike Plan Objections And To Impose Sanctions, Dkt. No. 1636, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Dec. 2, 2008).
107. *See, e.g.*, Motion of Hartford Accident And Indemnity Company And First State Insurance Company To Dismiss Chapter 11 Cases, Dkt. No. 780, In re American Capital Equipment, LLC and Skinner Engine Co., Inc., No. 01-23987 (Bankr. W.D. Pa. June 9, 2005). The authors represent several insurers in this matter.
108. *See* Order, Dkt. No. 1089, In re American Capital Equipment, LLC and Skinner Engine Co., Inc., No. 01-23987 (Bankr. W.D. Pa. June 9, 2006).
109. *See* Memorandum and Order, Dkt. No. 1166, In re American Capital Equipment, LLC and Skinner Engine Co., Inc., No. 01-23987 (Bankr. W.D. Pa. May 14, 2007).
110. *See* In re American Capital Equipment, LLC, 296 Fed. Appx. 270, No. 07-2546 (3d Cir. Oct. 16, 2008).
111. *See* Transcript of Hearing Held Sept. 11, 2006, Dkt. No. 13283, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Sept. 21, 2006). The authors represent several insurers in this matter.
112. *See, e.g.*, Order Denying Extension Of Exclusivity And Terminating Same, Dkt. No. 16396, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. July 26, 2007) (stating that issues concerning Grace's asbestos-related liabilities remain unresolved and litigation regarding the estimation of those claims was ongoing, and that there were numerous disputes in the estimation litigation).
113. *See id.*
114. *See* Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code Of The Official Committee Of Asbestos Personal Injury Claimants And The Future Claimants' Representative For W.R. Grace & Co., Et. Al. Dates As Of November 5, 2007, Dkt. No. 17306, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Nov. 5, 2007).
115. *See* Joint Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code Of W.R. Grace & Co. Et. Al., The Official Committee Of Asbestos Personal Injury Claimants, The Asbestos PI Future Claimants' Representative, And The Official Committee Of Equity Security Holders Dated As Of September 19, 2008, Dkt. No. 19579, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Sept. 19, 2008).
116. *See* Preliminary Objection Of The Official Committee Of Unsecured Creditors To The First Amended Joint Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code Of W.R. Grace & Co., Et. Al., The Official Committee Of Asbestos Personal Injury Claimants, The Asbestos PI Futures Claimants' Representatives, And The Official Committee Of Equity Holders, Dated November 10, 2008, Dkt. No. 20308, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Dec. 22, 2008).
117. *See, e.g.*, Preliminary Objection To The Joint Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code Of W.R. Grace & Co. Et. Al., The Official Committee Of Asbestos Personal Injury Claimants, The Asbestos PI Future Claimants' Representative, And the Official Committee Of Equity Security Holders, Dkt. No. 20305, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Dec. 22, 2008); Preliminary Objections Of The Scotts Company, LLC To Confirmation Of

- The First Amended Joint Plan Of Reorganization, As Amended, Dkt. No. 20306, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Dec. 22, 2008); Libby Claimants' Preliminary Objections To First Amended Joint Chapter 11 Plan, Dkt. No. 21313, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Dec. 22, 2008).
118. See First Amended Joint Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code Of W.R. Grace & Co. Et. Al., The Official Committee Of Asbestos Personal Injury Claimants, The Asbestos PI Future Claimants' Representative, And the Official Committee Of Equity Security Holders Dated February 3, 2009, Dkt. No. 20666, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. February 3, 2009).
 119. See Second Amended Case Management Order Related To The First Amended Joint Plan Of Reorganization, Dkt. No. 20622, In re W.R. Grace & Co., No. 01-01139 (JKF) (Bankr. D. Del. Jan. 29, 2009).
 120. *Id.*
 121. As the congressional sponsor of § 524(g) explained, "the reorganized company becomes the goose that lays the golden egg by remaining a viable operation and maximizing the trust's assets to pay claims." 140 Cong. Rec. S 4521-01, at S 4523.
 122. See 11 U.S.C. § 524(g)(1)(A).
 123. See 11 U.S.C. § 1141(d)(3).
 124. In re Combustion Eng'g, Inc., 391 F.3d 191, 248 (3d Cir. 2004).
 125. In re Western Asbestos Co., 313 B.R. 832, 854 (Bankr. N.D. Cal. 2003).
 126. Transcript of Disclosure Statement Before Honorable Judith K. Fitzgerald United States Bankruptcy Judge, Dkt. No. 3278, In re The Flintkote Co., No. 04-11300 (JKF) (Bankr. D. Del. May 9, 2008) at 40:20-24. The authors represent an insurer in this matter.
 127. See Disclosure Statement Regarding Joint Plan Of Reorganization In Respect Of The Flintkote Company And Flintkote Mines Limited, Dkt. No. 2426, In re The Flintkote Co., No. 04-11300 (JKF) (Bankr. D. Del. Jun. 18, 2007) at 11; Fifth Amended And Restated Disclosure Statement With Respect To Quigley Company, Inc. Fourth Amended And Restated Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code, Dkt. No. 1379, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Mar. 28, 2008) at 6; Second Amended Disclosure Statement Under 11 U.S.C. § 1125 In Support Of Plan Of Reorganization Of Porter-Hayden Company, Dkt. No. 804, In re Porter-Hayden Co., No. 02-54152 (Bankr. D. Md. Sept. 16, 2005) at 20-21, 79-80.
 128. In Flintkote, the bankruptcy court observed that the debtor's pre-petition claims processing activity was not an "operation" sufficient to satisfy the requirements of § 524(g), stating that "the reality is that what it's doing in terms of managing its assets is really liquidating. It's not operating a business," and that for going concern purposes, that activity is "an irrelevancy." Transcript of Hearing on Disclosure Statement Before Honorable Judith K. Fitzgerald United States Bankruptcy Judge, Dkt. No. 3278, In re The Flintkote Co., No. 04-11300 (JKF) (Bankr. D. Del. May 9, 2008) at 12:7-17, 14:6-10.
 128. See Disclosure Statement Regarding Amended Joint Plan Of Reorganization In Respect Of The Flintkote Company And Flintkote Mines Limited, Dkt. No. 3629, In re The Flintkote Co., No. 04-11300 (JKF) (Bankr. D. Del. Sept. 9, 2008) at 12-16.
 129. See First Amended Disclosure Statement Concerning The First Amended Joint Plan Of Reorganization Of Thorpe Insulation Company And Pacific Insulation Company Under Chapter 11 Of The Bankruptcy Code, Dkt. No. 1221, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. Jul. 30, 2008) at 8, 40.
 130. See Baron & Budd v. Unsecured Asbestos Claimants Comm. (In re Congoleum Corp.), 321 B.R. 147, 159-60 (D.N.J. 2005); In re Congoleum Corp., 362 B.R. 167, 174 (Bankr. D.N.J. 2007); Hartford Acc. & Indem. Co. v. Am. Capital Equip., Inc. (In re Am. Capital Equip., Inc.), No. 06-0891, slip op. at 9-10 (W.D. Pa. Aug. 25, 2006); Transcript of Hearing at 9:21-25, In re Am. Capital Equip., Inc.,

- No. 01-23988 (MBM) (Bankr. W.D. Pa. Aug. 15, 2005); Transcript of Hearing at 15, In re Plibrico Co., No. 02B09952 (Bankr. N.D. Ill. July 20, 2005); Order Revising Confirmation Schedule on First Amended Joint Plan of Liquidation at 3, In re Lloyd E. Mitchell, Inc., No. 06-13250 (NVA) (Bankr. D. Md. Aug. 20, 2008).
131. See Opinion Regarding the Motion of First State Insurance Company and Twin City Fire Insurance Company For Summary Judgment Denying Confirmation Of The Amended Joint Plan Of Reorganization . . . Dated As Of November 14, 2008 at 4, Dkt. No. _____, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. Feb. 26, 2009).
132. See In re Federal-Mogul Global, Inc., 2007 WL 4180545, No. 01-10578 (Bankr. D. Del. Nov. 17, 2007) (“because the Plan has been rendered ‘insurance neutral’ and broadly preserves the Asbestos Insurance Companies’ rights and defenses to coverage, the Plan does not affect the direct interests of the Asbestos Insurance Companies (with the exception of the assignment issue . . .)”); Revised Findings Of Fact And Conclusions Of Law Regarding Debtors’ Third Amended Plan Of Reorganization, Dkt. No. 5507, In re North American Refractories Co., No. 02-20198 (JKF) (Bankr. W.D. Pa. Nov. 14, 2007)).
133. Harford Acc. & Indem. Co. v. North American Refractories Co., Dkt. No. 42, No. 07-1750 (W.D. Pa. Jul. 25, 2008).
134. See Motion for an Order, Pursuant to Fed. R. Bankr. P. 9019, Approving the Stipulation and Agreed Order, and Incorporating the Provisions Therein Into the Debtors’ Prepackaged Plan of Reorganization, Dkt. No. 283, In re T H Agriculture & Nutrition, LLC, No. 08-14692 (Bankr. S.D.N.Y. Jan. 28, 2009). Certain insurers take the position that a plan containing a § 524(g) injunction can, by definition, never be insurance neutral.
135. Opinion Regarding the Motion of First State Insurance Company and Twin City Fire Insurance Company for Summary Judgment Denying Confirmation of the Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of the Debtors, The Official Asbestos Claimants’ Committee and The Official Committee of Bondholders for Congoleum Corporation et al., Dated as of November 14, 2008, Dkt. No. 7218, In re Congoleum Corp., No. 03-51524 (KCF) (Bankr. D. N.J. Feb. 26, 2009), at 4-5.
136. *Id.* at 5.
137. See In re Quigley Co., Inc., 391 B.R. 695, 706-07 (Bankr. S.D.N.Y. 2008).
138. Order Granting Motion To Dismiss Appeals at 3, In re Thorpe Insulation Co., No. CV 08-3711 DSF (C.D. Cal. Oct. 8, 2008).
139. See 11 U.S.C. § 524(g)(4)(a)(ii)(III) (authorizing issuance of a supplemental channeling injunction in favor of any third party whose alleged liability arises from “the third party’s provision of insurance to the debtor or a related party”).
140. 11 U.S.C. § 524(g)(1)(B).
141. See, e.g., Employers Ins. Co. of Wausau v. Travelers Indem. Co., 141 Cal. App. 4th 398, 403, 46 Cal. Rptr. 3d 1, 4 (2006); Fireman’s Fund Ins. Co. v. Maryland Cas. Co., 65 Cal. App. 4th 1279, 1293, 77 Cal. Rptr. 2d 296, 303 (1998).
142. See, e.g., Fourth Amended Joint Plan of Reorganization, Dkt. No. 11527, In re Federal-Mogul Global Inc., No. 01-10578 (Bankr. D. Del. Feb. 7, 2007).
143. See, e.g., Certain Insurers’ Preliminary Objection To Confirmation Of Plan, Dkt. No. 1515, In re Thorpe Insulation Co., No. 07-19271 (Bankr. C.D. Cal. Oct. 14, 2008); Aviva Insurance Company Of Canada’s Preliminary Objections To Plan Confirmation, Dkt. No. 3776, In re The Flintkote Co., No. 04-11300 (JKF) (Bankr. D. Del. Nov. 6, 2008). In Thorpe, after the confirmation hearing started, the plan proponents’ Second Amended Plan made certain modifications designed to address insurers’ objections to the extinguishment of their contribution claims. The sufficiency of such changes is likely to be addressed when the confirmation hearing resumes April 2, 2009.
144. 11 U.S.C. § 1123(a)(5)(B).

145. See In re Kaiser Aluminum, 343 B.R. 88, 95 (D. Del. 2006); In re Congoleum Corp., No. 03-51524, 2008 WL 4186899, at *2 (Bankr. D.N.J. Sept. 2, 2008), In re Federal-Mogul Global, Inc., 385 B.R. 560, 571 (Bankr. D. Del. 2008); Memorandum Order, Dkt. No. 7703, In re Global Indus. Techs., Inc., No. 02-21626 (Bankr. W.D. Pa. Sept. 21, 2007); OneBeacon Am. Ins. Co. v. A.P.I., Inc., No. Civ. 06-167(JNE), 2006 WL1473004, at *3 (D. Minn. May 25, 2006); In re Babcock & Wilcox Co., No. 00-10992-95, 2004 WL 4945985, at *18 (Bankr. E.D. La. Nov. 9, 2004); In re Western Asbestos Co., 313 B.R. 832, 858 (Bankr. N.D. Cal. 2003).
146. In Combustion Engineering, the Third Circuit noted that anti-assignment provisions of a debtor's insurance policies would not prevent the assignment of proceeds of those policies to the bankruptcy estate, citing §§ 541 and 1123 of the Bankruptcy Code. See 391 F.3d at 218 n.27. But the precise issue of whether state law prohibitions against a debtor's proposed assignment of its debtor's insurance policies to a proposed § 524(g) trust (rather than to the debtor's estate) are preempted by the Bankruptcy Code was not before, and thus not decided by, the court in that case.
147. 11 U.S.C. § 524(g)(3)(A).
148. See, e.g., Combustion Engineering, 391 F.3d 190, *rev'g* In re Combustion Eng'g, Inc., 295 B.R. 459 (Bankr. D. Del. 2003) (bankruptcy court sat separately at confirmation hearing; on appeal, district court affirmed channeling injunction recommended by bankruptcy court; district court order reversed on appeal); In re Armstrong World Indus., Inc., 432 F.3d 507 (3d Cir. 2005), *aff'g* In re Armstrong World Indus., Inc., 320 B.R. 523 (D. Del. 2005) (bankruptcy court sat separately at confirmation hearing; district court reversed bankruptcy court's recommendation of confirmation, and circuit court affirmed the district court's ruling); In re A.P.I., Inc., No. 05-30073 (Bankr. D. Minn.) (bankruptcy court sat separately at confirmation hearing; its confirmation order was later affirmed by the district court); In re Babcock & Wilcox Co., No. 00-10992 (Bankr. E.D. La.) (bankruptcy court sat separately at confirmation hearing; its confirmation order was later affirmed by the district court); In re Kaiser Aluminum Corp., No. 02-10429 (Bankr. D. Del.) (bankruptcy court sat separately at confirmation hearing; its confirmation order was appealed to the district court); In re Western Asbestos Co., No. 02-46284-86, (Bankr. N.D. Cal.) (bankruptcy court sat separately at confirmation hearing; its confirmation order was affirmed on appeal).
149. See, e.g., In re Fuller-Austin Insulation Co., 1998 WL 812388 (D. Del. Nov. 10, 1998).
150. See- Order Denying Ad Hoc Committee of Tort Victims Motion to Partially Withdraw The Reference, Dkt. No. 1772, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Feb. 27, 2009), also filed in Dist. Ct. No. 09 Civ. 117 (CM) (DFE) (S.D.N.Y. Feb. 26, 2009).
151. See, e.g., Motion Of Quigley Company, Inc. And Pfizer, Inc. For An Order Partially Withdrawing The Reference, Dkt. No. 709, In re Quigley Co., Inc., No. 04-15739 (Bankr. S.D.N.Y. Apr. 19, 2006); Debtors' Motion For Entry Of An Order Withdrawing The Reference Of The Plan Confirmation Hearing Pursuant To 28 U.S.C. § 157(d) And Authorizing The Bankruptcy Judge To Co-Preside With The District Court Judge Over The Plan Confirmation Hearing, Dkt. No. 2449, In re Burns & Roe Enters., Inc., No. 00-41610 (Bankr. D.N.J. Aug. 18, 2008); In re J.T. Thorpe Co., 308 B.R. 782 (Bankr. S.D. Tex. 2003).
152. See 28 U.S.C. § 158(d).

The procedural and jurisdictional issues created by "shared" jurisdiction are hardly theoretical. In In re J.T. Thorpe Co., No. 02-41487 (Bankr. S.D. Tex.), the bankruptcy judge and district court judge jointly presided over the confirmation hearing. Later, the bankruptcy court issued a confirmation order and, during the ten-day bankruptcy appeal period, the district court issued a separate confirmation order. The bankruptcy court's confirmation order was appealed to the district court, where it was assigned to the same judge who presided at the confirmation hearing. The appellants moved to recuse the district judge from hearing the appeal, since the bankruptcy court order was issued following a hearing at which the district judge herself had

- presided. At the same time, the appellants appealed the district court's confirmation order to the Fifth Circuit. As a result, the same hearing was on appeal to two different courts at the same time. Ultimately, the Fifth Circuit had to exercise its extraordinary mandamus power to try to bring some order to the confusion. See In re American Motorists Ins. Co., No. 03-20112 (5th Cir. Feb. 18, 2003). The authors represented one of the appellants/petitioners in that case.
153. In re Burns & Roe Enters., Inc., 2008 WL 4280099, at *1 (D.N.J. Sept. 15, 2008).
 154. See *id.*
 155. See Opinion, Dkt. No. 35, In re Burns & Roe Enterprises, Inc., No. 08-4191 (D.N.J. Feb. 23, 2009).
 156. See Charles Bates and Charles Mullin, *State Of The Asbestos Litigation Environment – October 2008*, Mealey's Litigation Report: Asbestos, Vol. 23, No. 19 (Nov. 2008), at 36 (reporting that \$25.7 billion in hard assets is currently available to 35 confirmed asbestos personal injury trusts); Defendant Owens-Illinois, Inc. And Other Defendants' Brief Relating To Interpretation Of Chapter 33 As To "Bankrupt" Responsible Third Parties, LEXISNEXIS File & Serve No. 21452970, In re: Asbestos Litigation, No. 2004-03964 (11th Dist. Ct., Harris Cty., Tex., Sept. 11, 2008), at 7 (stating that nearly \$40 billion in assets is currently held by asbestos personal injury trusts for the payment of claims).
 157. See Defendant Owens-Illinois, Inc. And Other Defendants' Brief Relating To Interpretation Of Chapter 33 As To "Bankrupt" Responsible Third Parties, LEXISNEXIS File & Serve No. 21452970, In re: Asbestos Litigation, No. 2004-03964 (11th Dist. Ct., Harris Cty., Tex., Sept. 11, 2008), at Exh. W (listing payments available to mesothelioma claimants from confirmed asbestos personal injury trusts of up to \$1 million per claim).
 158. See, e.g., Shelley, et al., *The Need For Transparency Between The Tort System And Section 524(g) Trusts*, Norton J. Bankr. L. & Prac., Vol. 17 (Apr. 2008).
 159. See, e.g., Drabczyk v. Amchem Prods., Inc., Index No. 2005/1583 (N.Y. Supr., Erie Cty., Jan. 18, 2008) (ordering disclosure of proof of claim forms filed with bankruptcy trusts; such forms "may contain information concerning product identification, the claimant's work history and exposure to asbestos, causation and apportionment of fault . . ."); Volkswagen of America, Inc. v. Superior Court, 139 Cal. App.4th 1481, 1493-96 (2006) (holding most documents claimants submitted to a § 524(g) bankruptcy trust in support of its claim were discoverable in tort litigation).
 160. See, e.g., Shelley, *The Need For Transparency Between The Tort System And Section 524(g) Trusts*, at 282; Defendant Owens-Illinois, Inc. And Other Defendants' Brief Relating To Interpretation Of Chapter 33 As To "Bankrupt" Responsible Third Parties, LEXISNEXIS File & Serve No. 21452970, In re: Asbestos Litigation, No. 2004-03964 (11th Dist. Ct., Harris Cty., Tex., Sept. 11, 2008) at 8-9.
 161. See, e.g., Transcript of Proceedings in consolidated pretrial hearing before Hon. Shirley Werner Kornreich, Index Nos. 1037729/07, 105609/03, 105136/07, 107449/07, 104144/07, 106808/07, 117395/06, 116617/06 (N.Y. Supr., N.Y. Cty., Jan. 24, 2008) at 45-46, 51 (ordering counsel to file any claims against any bankruptcy trust that they were going to file, and stating that claimants' counsel's delay in submitting claims to bankruptcy trusts was "gamesmanship" and that the court would "vacate any verdict" in favor of a plaintiff who filed a claim against a bankruptcy trust after the verdict had been rendered); Coulter v. Asten Johnson, Inc., No. 01-2-34675-0 (Wash. Super., King Cty., May 30, 2008) (finding that because "Plaintiffs' judgment against Asten is subject to a setoff for every dollar received . . . Plaintiffs did not have an incentive to maximize their recovery from bankruptcy trusts and claims facilities;" that "Plaintiffs' records show that they submitted claims to only a small number of available bankruptcy trusts" and holding that defendant was entitled to setoffs from verdict including "amounts that can be obtained by application to existing bankruptcy trusts" and "amounts that can be obtained from bankruptcy trust[s] expected to soon become available"). ■



**CHART 1:
COMPANY NAME AND YEAR OF BANKRUPTCY FILING (CHRONOLOGICALLY)**

Company	Year
UNR Industries	1982
Joins-Manville Corp.	1982
Amatex Corp.	1982
Unarco	1982
Waterman Steamship Corp.	1983
Wallace & Gale Co.	1984
Forty-Eight Insulations	1985
Philadelphia Asbestos Corp. (Pacor)	1986
Standard Insulations, Inc.	1986
Prudential Lines, Inc.	1986
McLean Industries	1986
United States Lines	1986
Galko Corp.	1987
Todd Shipyards	1987
Nicolet, Inc.	1987
Raymark Corp./Raytech Corp.	1989
Delaware Insulations	1989
Hillsborough Holding Co.	1989
Celotex Corp.	1990
Carey Canada, Inc.	1990
National Gypsum	1990
Eagle-Picher Industries	1991
H.K. Porter Co.	1991
Kentile Floors	1992
American Shipbuilding, Inc.	1993
Keene Corp.	1993
Lykes Bros. Steamship	1995
Rock Wool Manufacturing	1996
M.H. Detrick	1998
Fuller-Austin	1998
Brunswick Fabricators	1998
Harnischfeger Corp.	1999
Rutland Fire Clay	1999
Babcock & Wilcox Co.	2000
Pittsburgh Corning	2000
Owens Corning Corp./Fibergard	2000
Armstrong World Industries	2000
Burns & Roe, Inc.	2001
G-I Holdings	2001
Skinner Engine Co.	2001
W.R. Grace	2001



USG Corp.	2001
E.J. Bartells	2001
United States Mineral Products	2001
Federal Mogul	2001
Murphy Marine Services	2001
Insul Co.	2001
Swan Transportation Co.	2001
North American Refractories Corp. (NARCO)	2002
Kaiser Aluminum	2002
GIT/Harbison-Walker/AP Green Industries	2002
Pilbrico Co.	2002
Stook & Fletcher	2002
Porter-Hayden Co.	2002
Antra Group, Inc.	2002
Special Metals Corp.	2002
Asbestos Claims Management Corp.	2002
ACards	2002
JT Thorpe Co. (S.D. Tex.)	2002
A-Best Products	2002
Western MacArthur/Western Asbestos	2002
C.E. Thurston	2003
Combustion Engineering	2003
Congoleum Corp.	2003
Mid-Valley (Halliburton subsidiaries)	2003
Muralo Co.	2003
Filmkote Co./Filmkote Mines	2004
Oglebay-Norton Co. (ONCO)	2004
Special Electric	2004
Quingley Co.	2004
Utex Industries	2004
JT Thorpe, Inc. (C.D. Cal.)	2004
API, Inc.	2005
Lake Asbestos of Quebec, Ltd.	2005
Asarco	2005
Brauer Supply Co.	2005
Dana Corporation	2006
ABB Lummus Global	2006
Lloyd E. Mitchell Co.	2006
Thorpe Insulation Co.	2007

¹ Three subsidiaries of Asarco – AR Sacaton LLC, Southern Peru Holdings, LLC, and Asarco Exploration Company – filed for Chapter 11 on December 12, 2006, citing asbestos exposure.



Pacific Insulation Co. ²	2007
Hercules Chemical Co.	2008
Christy Refractories Co. LLC	2008
T H Agriculture & Nutrition, LLC	2008

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² Pacific Insulation Co. is related to Thorpe Insulation Co., which filed two weeks earlier in the same court.

CHART 2:
COMPANY NAME AND YEAR OF BANKRUPTCY FILING (ALPHABETIZED)

Company	Year
ABB Lummus Global	2006
A-Best Products	2002
ACandS, Inc.	2002
Amatec Corp.	1982
American Shipbuilding Co.	1993
Ancor Holdings Inc./National Gypsum	1990
APL, Inc.	2005
Armstrong World Industries	2000
Attra Group, Inc.	2002
Asarco, Inc.	2005 ¹
Asbestos Claims Management Corp.	2002
Babcock & Wilcox Co.	2000
Brauer Supply Co.	2005
Brunswick Fabricators	1998
Burns & Roe	2001
Carey Canada, Inc.	1990
Cassiar Mines	1992
Celotex Corp.	1990
C.E. Thurston	2003
Chrsy Refractories Co. LLC	2008
Combustion Engineering	2003
Congoleum Corp.	2003
Dana Corporation	2006
Delaware Insulations Distributors	1989
Eagle Pitcher Industries	1991
EJ Bartells Co., Inc.	2001
Federal Mogul Corp.	2001
Flinkoite Co.	2004
Flinkoite Mines Ltd.	2004
Forty-Eight Insulations	1985
Fuller-Austin Insulation Co.	1998
Gatke Corp.	1987
G-I Holdings	2001
GIT/Harison-Walker/AP Green	2002
Harnischfeger Corp.	1999
Hercules Chemical Co.	2008
Hillsborough Holdings	1989

¹ Three subsidiaries of Asarco – AR Sacocon LLC; Southern Peru Holdings, LLC; and Asarco Exploration Company – filed for Chapter 11 on December 12, 2006, citing asbestos exposure.

H.K. Porter Co., Inc.	1991
Insil Co.	2001
Johns-Manville Corp.	1982
JP Stevens	2004
JT Thorpe (S.D. Tex.)	2002
JT Thorpe (C.D. Cal.)	2004
Kaiser Aluminum Corp.	2002
Keane Corp.	1993
Kentile Floors, Inc.	1992
Lake Asbestos of Quebec, Ltd.	2005
Lloyd E. Mitchell Co.	2006
McLean Industries	1986
M.H. Detrick	1998
Mid-Valley (Halliburton subsidiaries)	2003
The Muralo Co., Inc.	2003
Murphy Marine Services, Inc.	2001
North American Refractories Co. (NARCO)	2002
Nicolet, Inc.	1987
Ogelbay Norton (ONCO)	2004
Owens Corning Fibreboard	2000
Pacific Insulation Co. ²	2007
Philadelphia Asbestos Corp. (Pacon)	1986
Pittsburgh Corning	2000
Pitkin Co.	2002
Porter-Hayden Co.	2002
Prudential Lines, Inc.	1986
Quigley Co.	2004
Raymark Corp./Raytech Corp.	1989
Rock Wool Manufacturing	1996
Rutland Fire Clay Co.	1999
Shook & Fletcher Insulation Co.	2002
Skinner Engine Co.	2001
Special Electric Co.	2004
Special Metals Corp.	2002
Standard Insulations, Inc.	1986
Swan Transportation Co.	2001
T H Agriculture & Nutrition, LLC	2008
Thorpe Insulation Co.	2007
Todd Shipyards	1987
Unarco Industries, Inc.	1982
United States Lines	1986
United States Mineral Products	2001

² Pacific Insulation Co. is related to Thorpe Insulation Co., which filed two weeks earlier in the same court.

UNR Industries, Inc.	1982
USG Corp.	2001
Utex Industries	2004
Wallace & Gale	1984
Waterman Steamship Corp.	1983
Western Macanthur	2002
W.R. Grace Co.	2001

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**CHART 3:
COMPANY NAME, CASE NO., COURT, PLAN STATUS & PUBLISHED
DECISIONS**

Company	Case No. & Court	Plan Status	Published Decisions
ABB Lummus Global, Inc.	No. 06-10401-JKF (Bankr. D. Del.)	Prepackaged plan of reorganization confirmed by the bankruptcy court on June 29, 2006 and by the district court on July 21, 2006.	
A-Best Products	No. 02-12734-JKF (Bankr. D. Del.)	Plan confirmed by the bankruptcy court May 25, 2004 and by the district court June 7, 2004.	
ACardS, Inc.	No. 02-12687 (Bankr. D. Del.)	Plan denied confirmation by the bankruptcy court on January 26, 2004. Debtor filed a revised second plan of reorganization on December 28, 2007. Revised plan approved by the bankruptcy court May 6, 2008; district court affirmation order entered June 27, 2008.	<i>ACardS, Inc. v. Transfers Cas. & Sur. Co.</i> , 435 F.3d 252 (3d Cir. 2006); <i>In re ACardS, Inc.</i> , 311 B.R. 36 (Bankr. D. Del. 2004); <i>In re ACardS, Inc.</i> , 297 B.R. 36 (Bankr. D. Del. 2003); <i>In re ACardS, Inc.</i> , 297 B.R. 395 (Bankr. D. Del. 2003).
Amatex Corp.	No. 82-45220 (Bankr. E.D. Pa.)	Plan confirmed by the bankruptcy court on April 25, 1990.	<i>In re Amatex Corp.</i> , 755 F.2d 1034 (3d Cir. 1985); <i>Amatex Corp. v. Atma Cas. & Sur. Co. (In re Amatex Corp.)</i> , 107 B.R. 856 (Bankr. E.D. Pa. 1989); <i>aff'd</i> , 908 F.2d 961 (3d Cir. 1990); <i>Amatex Corp. v. Atma Cas. & Sur. Co. (In re Amatex Corp.)</i> , 97 B.R. 220 (Bankr. E.D. Pa.), <i>aff'd sub nom. Amatex Corp. v. Swanwall Ins. Co.</i> , 102 B.R. 411 (E.D. Pa. 1989); <i>In re Amatex Corp.</i> , 37 B.R. 613 (E.D. Pa. 1983).
American Shipbuilding Co.	No. 93-11552 (Bankr. M.D. Fla.)	Plan confirmed by the bankruptcy court on October 11, 1994.	
A.P.L., Inc.	No. 06-30073	Third amended plan	<i>In re A.P.L., Inc.</i> , 331 B.R.



Armstrong World Industries	(Bankr. D. Minn.) No. 00-4471 (Bankr. D. Del.)	confirmed by the bankruptcy court on December 6, 2005; confirmation order affirmed by the district court on May 25, 2006; appeal to the Eighth Circuit (No. 06-2421) dismissed. Plan recommended for confirmation by bankruptcy court on December 19, 2005; confirmation denied by district court on February 23, 2005; district court's order denying confirmation affirmed by the Third Circuit on December 29, 2005. Amended post-remand plan filed February 21, 2006. District court entered an opinion and order confirming the plan on August 15, 2006.	828 (Bankr. D. Minn. 2005), <i>aff'd sub nom. Onabason American Ins. Co. v. A.P.L., Inc.</i> , 2006 WL 1473004 (D. Minn. May 25, 2006); <i>In re A.P.L., Inc.</i> , 324 B.R. 761 (Bankr. D. Minn. 2005). <i>In re Armstrong World Indus., Inc.</i> , 432 F.3d 507 (3d Cir. 2005), <i>aff'd</i> , <i>In re Armstrong World Indus., Inc.</i> , 320 B.R. 523 (D. Del. 2005); <i>In re Kensington Int'l Ltd.</i> , 368 F.3d 289 (3d Cir. 2004) (also applicable to the Federal- <i>Mogel, Owens Corning USG Corp.</i> , and <i>W.R. Grace</i> bankruptcies); <i>In re Kensington Int'l Ltd.</i> , 353 F.3d 211 (3d Cir. 2005) (also applicable to the Federal- <i>Mogel, Owens Corning USG Corp.</i> , and <i>W.R. Grace</i> bankruptcies); <i>In re Armstrong World Indus., Inc.</i> , 348 B.R. 136 (D. Del. 2006); <i>In re Armstrong World Indus., Inc.</i> , 348 B.R. 111 (D. Del. 2006); <i>In re Armstrong World Indus., Inc.</i> , 320 B.R. 523 (D. Del. 2005). <i>See also Martin v. Armstrong World Indus., Inc.</i> , 241 F. Supp.2d 434 (D.N.J. 2002); <i>Wise v. Transfers Indus. Co.</i> , 192 F. Supp.2d 506 (N.D. W.Va. 2002).
Attra Group, Inc.	No. 02-21522 (Bankr. N.D. Ill.)	Amended plan confirmed by the bankruptcy court on January 25, 2007 and by the district court on February 16, 2007.	<i>Official Comm. Of Unsecured Creditors of Attra Group, Inc. v. Attra Group, Inc. (In re Attra Group, Inc.)</i> , 300 B.R. 699 (Bankr. N.D. Ill. 2003). <i>AVARCO LLC v. American Mining Corp.</i> , 396 B.R. 278 (S.D. Tex. 2008); <i>AVARCO</i>
Asarco, LLC	No. 05-21207 (Bankr. S.D. Tex.)	Debtors' amended plan of reorganization filed September 12, 2008.	



Asbestos Claims Management Corp.	No. 02-37124 (Bankr. N.D. Tex.)	Debtors' estranged parent, Asarco, Inc., filed a competing plan on August 26, 2008. Plan confirmed by the bankruptcy court on May 6, 2003 and by the district court on June 5, 2003.	<i>LLC v. American Mining Corp.</i> , 382 B.R. 49 (Bankr. S.D. Tex. 2007). <i>In re Asbestos Claims Mgmt. Corp.</i> , 294 B.R. 663 (N.D. Tex. 2003).
Babcock & Wilcox Co.	No. 01-1092 (Bankr. E.D. La.)	Amended plan recommended for confirmation by the bankruptcy court December 28, 2005, confirmed by the district court January 17, 2006.	<i>Caplin & Drysdale Child, v. Babcock & Wilcox Co. (In re Babcock & Wilcox Co.)</i> , 526 F.3d 824 (5th Cir. 2008); <i>Amer. Nuclear Insurers v. The Babcock & Wilcox Co. (In re The Babcock & Wilcox Co.)</i> , 69 Fed. Appx. 659 (5th Cir. 2003); <i>Cytek Bergmann, Inc. v. The Babcock & Wilcox Co. (In re The Babcock & Wilcox Co.)</i> , 250 F.3d 955 (5th Cir. 2001); <i>The Babcock & Wilcox Co. v. Southern Indiana Gas & Elec. Co. (In re The Babcock & Wilcox Co.)</i> , 316 B.R. 62 (Bankr. E.D. La. 2003); <i>In re Babcock & Wilcox Co.</i> , 274 B.R. 230 (Bankr. E.D. La. 2002); <i>Wilcox Constr. Co. v. Babcock & Wilcox Co. (In re Babcock & Wilcox Co.)</i> , 250 F.3d 955 (5th Cir. 2001). <i>See also Babcock & Wilcox Co. v. McGriff, Scheidt & Williams, Inc.</i> , 235 F.R.D. 632 (E.D. La. 2006).
Brauer Supply Co.	No. 05-51754 (Bankr. E.D. Mo.)	Fourth amended plan confirmed by bankruptcy court on December 8, 2006; confirmed by the district court on January 5, 2007.	
Burns & Roe	No. 01-41610 (Bankr. D.N.J.)	Fourth amended plan confirmed by the district court on February 23, 2009.	
Carey Canada, Inc.	No. 91-10016-8B1, 91-10017-8B1	joint plan of reorganization with	<i>See Cedex-related decisions</i>

G-I Holdings	Nos. 01-30135 (RJG) and 01-38790 (RJG) (Bankr. D.N.J.)	Second amended joint plan of reorganization filed December 3, 2008 by Debtor, Official Committee of Asbestos Claimants, and Legal Representative of future claimants. Confirmation hearing scheduled to begin January 28, 2009.	<i>Official Comm. of Asbestos Claimants v. G-I Holdings, Inc.</i> (In re G-I Holdings, Inc.), 385 F.3d 313 (3d Cir. 2004); <i>Official Comm. of Asbestos Claimants of G-I Holdings, Inc. v. Heyman</i> , 359 B.R. 452 (S.D.N.Y. 2007); <i>Official Comm. of Asbestos Claimants of G-I Holdings, Inc. v. Heyman</i> , 342 B.R. 416 (S.D.N.Y. 2006); <i>In re G-I Holdings, Inc.</i> , 380 F. Supp.2d 449 (D.N.J. 2005); <i>Official Comm. of Asbestos Claimants v. Bank of NY</i> , (In re G-I Holdings, Inc.), 318 B.R. 66 (D.N.J. 2004), <i>aff'd</i> , 122 Fed. Appx. 554 (3d Cir. 2004); <i>Official Comm. of Asbestos Claimants of G-I Holdings, Inc. v. Heyman</i> , 306 B.R. 746 (S.D.N.Y. 2004); <i>In re G-I Holdings, Inc.</i> , 295 B.R. 502 (D.N.J. 2003); <i>Official Comm. of Asbestos Claimants v. G-I Holdings, Inc.</i> (In re G-I Holdings, Inc.), 295 B.R. 211 (D.N.J. 2003); <i>In re G-I Holdings, Inc.</i> , 295 B.R. 222 (D.N.J. 2003); <i>In re G-I Holdings, Inc.</i> , 295 B.R. 502 (D.N.J. 2003); <i>In re G-I Holdings, Inc.</i> , 218 F.R.D. 428 (D.N.J. 2003); <i>Official Comm. of Asbestos Claimants of G-I Holdings v. Heyman</i> , 277 B.R. 20 (S.D.N.Y. 2002); <i>Official Comm. of Asbestos Claimants v. Belg. Mar'li Corp. of America</i> (In re G-I Holdings, Inc.), 338 B.R. 232 (Bankr. D.N.J. 2006); <i>In re G-I Holdings, Inc. v. Bontas</i> (In re G-I Holdings, Inc.), 328 B.R. 691 (Bankr. D.N.J. 2005); <i>In re G-I Holdings, Inc.</i> , 327 B.R. 730 (Bankr. D.N.J. 2005).
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Forty-Eight Insulations	No. 85-B-05061 (Bankr. N.D. Ill.)	Modified Fourth Amended Plan of Liquidation confirmed by bankruptcy court on May 16, 1995.	<i>Might Global, Inc.</i> , 262 B.R. 301 (Bankr. D. Del.), <i>mandamus denied</i> , 300 F.3d 368 (3d Cir. 2002), <i>cert. denied</i> , 537 U.S. 1148 (2003). <i>See also Arnold v. Garlock</i> , 278 F.3d 426 (5th Cir. 2001). <i>Hopkins v. Plant Insulation Co.</i> , 342 B.R. 703 (D. Del. 2006); <i>Certain Underwriters at Lloyd's, London v. Future Asbestos Claims Representative (In re Kaiser Aluminum Corp.)</i> , 327 B.R. 554 (D. Del. 2005) (consolidated with <i>London Mkt. Ins. Co. v. Barms & Budd PC</i> (In re The Flintkote Co.). <i>See also Flintkote Co. v. Gen'l. Ac. Assur. Co.</i> , 480 F. Supp.2d 1167 (N.D. Cal. 2007); <i>Flintkote Co. v. Gen'l. Ac. Assur. Co.</i> , 410 F. Supp.2d 875 (N.D. Cal. 2006); <i>Hopkins v. Plant Insulation Co.</i> , 349 B.R. 805 (N.D. Cal. 2006). <i>In re Forty-Eight Insulations</i> , 115 F.3d 1294 (7th Cir. 1997); <i>In re Forty-Eight Insulations, Inc.</i> , 133 B.R. 973 (Bankr. N.D. Ill. 1991), <i>aff'd</i> , 149 B.R. 860 (N.D. Ill. 1992); <i>In re Forty-Eight Insulations, Inc.</i> , 109 B.R. 315 (N.D. Ill. 1989). <i>Fuller-Austin Insulation Co. v. Highlands Ins. Co.</i> , 135 Cal. App.4th 958, 38 Cal. Rptr.3d 716 (2006), <i>cert. denied</i> , 127 S. Ct. 248 (2006).
Fuller-Austin Insulation Co.	No. 98-02058 (Bankr. D. Del.)	Plan confirmed by the district court, sitting in bankruptcy, on November 13, 1998.	<i>Fuller-Austin Insulation Co. v. Highlands Ins. Co.</i> , 135 Cal. App.4th 958, 38 Cal. Rptr.3d 716 (2006), <i>cert. denied</i> , 127 S. Ct. 248 (2006).
Gadke Corp.	No. 87-30308 (Bankr. N.D. Ind.)	Second amended plan of liquidation filed August 17, 1989; case converted to Chapter 7 on August 9, 1991.	

Eagle-Picher Industries	No. 91-10100 (Bankr. S.D. Ohio)	Plan confirmed by the bankruptcy and district courts on November 18, 1996.	<i>Canadian Downs & Winabius, Inc. v. Eagle-Picher Indus., Inc.</i> (In re Eagle-Picher Indus., Inc.), 447 F.3d 461 (3d Cir. 2006); <i>American Imaging Service, Inc. v. Eagle-Picher Indus., Inc.</i> (In re Eagle-Picher Indus., Inc.), 963 F.2d 835 (6th Cir. 1992); <i>In re Eagle-Picher Holdings, Inc.</i> , 345 B.R. 860 (S.D. Ohio 2006); <i>Official Comm. of Unsworn Creditors v. Eagle-Picher Indus., Inc.</i> (In re Eagle-Picher Indus., Inc.), 149 B.R. 130 (S.D. Ohio 1994); <i>In re Eagle-Picher Indus.</i> , 203 B.R. 256 (Bankr. S.D. Ohio 1996), <i>aff'd</i> , 1996 U.S. Dist. LEXIS 17160 (S.D. Ohio Nov. 18, 1996); <i>In re Eagle-Picher Indus.</i> , 189 B.R. 681 (Bankr. S.D. Ohio 1995); <i>In re Eagle-Picher Indus.</i> , 144 B.R. 69 (Bankr. S.D. Ohio 1992).
E.J. Barrells Co., Inc.	No. 00-10390 (Bankr. W.D. Wash.)	Plan confirmed by the bankruptcy court on February 14, 2001.	
Federal-Mogal	No. 01-10578 (Bankr. D. Del.)	Plan confirmed by bankruptcy court on November 8, 2007; confirmation order affirmed by district court on November 15, 2007. Opinion and order declining confirmation of alternative "plan B" entered by the bankruptcy court on September 30, 2008.	<i>In re Kensington Int'l Ltd.</i> , 368 F.3d 289 (3d Cir. 2004) (also applicable to the <i>Amstrong Owens Corning UG Corp.</i> and <i>W.R. Grace</i> bankruptcies); <i>In re Kensington Int'l Ltd.</i> , 353 F.3d 211 (3d Cir. 2003) (also applicable to the <i>Amstrong Owens Corning UG Corp.</i> and <i>W.R. Grace</i> bankruptcies); <i>In re Federal-Mogal Global, Inc.</i> , 300 F.3d 368 (3d Cir. 2002); <i>In re Federal-Mogal Global, Inc.</i> , 330 B.R. 133 (D. Del. 2005); <i>In re Federal-Mogal Global, Inc.</i> , 385 B.R. 560 (Bankr. D. Del. 2008); <i>In re Federal-</i>

						<p><i>re H.K. Porter Co.</i>, 358 B.R. 231 (Bankr. W.D. Pa. 2006); <i>Locke v. U.S. Trustee</i>, 157 B.R. 89 (W.D. Pa. 1993); <i>In re H.K. Porter Co.</i>, 183 B.R. 96 (Bankr. W.D. Pa. 1995); <i>In re H.K. Porter Co.</i>, 156 B.R. 16 (Bankr. W.D. Pa. 1993).</p>
						<p><i>In re Johns-Manville Corp.</i>, 517 F.3d 52 (2d Cir. 2008), <i>cert. granted</i>, 2008 WL 4106796 (Dec. 12, 2008); <i>The asbestos Personal Injury Plaintiffs v. Travelers Indemnity Co.</i> (<i>In re Johns-Manville Corp.</i>), 476 F.3d 118 (2d Cir. 2007); <i>State Gov't Creditors' Comm. v. Prop. Damage Claims v. McKay</i> (<i>In re Johns-Manville Corp.</i>), 920 F.2d 121 (2d Cir. 1991); <i>Kane v. Johns-Manville Corp.</i>, 843 F.2d 656 (2d Cir. 1988); <i>MacArthur Co. v. Johns-Manville Corp.</i> (<i>In re Johns-Manville Corp.</i>), 837 F.2d 89 (2d Cir. 1988), <i>cert. denied</i>, 488 U.S. 868 (1988); <i>In re Comm. of Asbestos-Related Litigants</i>, 749 F.2d 13 (2d Cir. 1984); <i>In re Johns-Manville Corp.</i>, 380 B.R. 49 (S.D.N.Y. 2006); <i>In re Johns-Manville Corp.</i>, 340 B.R. 49 (S.D.N.Y. 2006), <i>rev'd</i>, No. 06-2099 (2d Cir. Feb. 15, 2008); <i>In re Johns-Manville Corp.</i>, 68 B.R. 618 (Bankr. S.D.N.Y. 1986), <i>aff'd</i>, 78 B.R. 407 (S.D.N.Y. 1987), <i>aff'd sub nom. Kane v. Johns-Manville Corp.</i>, 843 F.2d 636</p>

						<p>Cir. 2007); <i>In re Harnischfeger Indus., Inc.</i>, 270 B.R. 188 (D. Del. 2001), <i>vacated in part and remanded</i>, 80 Fed. Appx. 286 (3d Cir. Jul. 2, 2006); <i>In re Harnischfeger Indus., Inc.</i>, 246 B.R. 421 (Bankr. N.D. Ala. 2000).</p>
						<p><i>In re Hillborough Holding Corp.</i>, 127 F.3d 1398 (11th Cir. 1997); <i>In re Hillborough Holding Corp.</i>, 116 F.3d 1391 (11th Cir. 1997); <i>Walker v. Industrials, Inc.</i>, <i>In re Volusia, Inc.</i> (<i>In re Hillborough Holding Corp.</i>), 325 B.R. 334 (Bankr. M.D. Fla. 2005); <i>Canagar v. Mid-State Tract II</i> (<i>In re Hillborough Holding Corp.</i>), 267 B.R. 882 (Bankr. M.D. Fla. 2001); <i>Walker v. Collex Corp.</i> (<i>In re Hillborough Holding Corp.</i>), 197 B.R. 372 (Bankr. M.D. Fla. 1996); <i>In re Hillborough Holding Corp.</i>, 197 B.R. 366 (Bankr. M.D. Fla. 1996); <i>Hillborough Holding Corp. v. Collex Corp.</i>, 123 B.R. 1018 (M.D. Fla. 1990); <i>Hillborough Holding Corp. v. Collex Corp.</i>, 123 B.R. 1004 (Bankr. M.D. Fla. 1990).</p>

						<p><i>2005</i>; <i>In re G-I Holdings</i>, 323 B.R. 583 (Bankr. D.N.J. 2005); <i>G-I Holdings, Inc. v. Three Parties Ltr'd On Escobita A</i> (<i>In re G-I Holdings, Inc.</i>), 313 B.R. 612 (Bankr. D.N.J. 2004); <i>In re G-I Holdings, Inc.</i>, 308 B.R. 196 (Bankr. D.N.J. 2004); <i>In re G-I Holdings, Inc.</i>, 292 B.R. 804 (Bankr. D.N.J. 2003); <i>G-I Holdings, Inc. v. Hartford Acc. & Indem. Co.</i> (<i>In re G-I Holdings, Inc.</i>), 278 B.R. 376 (Bankr. D.N.J. 2002); <i>G-I Holdings, Inc. v. Reliance Ins. Co.</i> (<i>In re G-I Holdings, Inc.</i>), 278 B.R. 725 (Bankr. D.N.J. 2002).</p>
						<p><i>Global Indus. Tools, Inc. v. Ash Tracking Co.</i> (<i>In re Global Indus. Tools, Inc.</i>), 375 B.R. 155 (Bankr. W.D. Pa. 2007); <i>In re Global Indus. Tools</i>, 344 B.R. 382 (Bankr. W.D. Pa. 2006); <i>Global Indus. Tools, Inc. v. Ash Tracking Co.</i> (<i>In re Global Indus. Tools, Inc.</i>), 333 B.R. 251 (Bankr. W.D. Pa. 2005); <i>Harrison-Walker Refractories Co. v. ACE Prop. & Cas. Ins. Co.</i> (<i>In re Global Indus. Tools, Inc.</i>), 303 B.R. 753 (Bankr. W.D. Pa. 2004), <i>vacated in part, modified in part by</i>, <i>In re Global Indus. Tools, Inc.</i>, 2004 WL 555418 (W.D. Pa. Feb. 3, 2004). <i>See also York Lining Int'l, Inc. v. Harrison-Walker Refractories Co.</i>, 839 N.E.2d 766 (Ind. App. 2005).</p>



			<p>(24 Cir. 1988); <i>United States v. Johns-Manville Corp.</i>, 63 B.R. 600 (S.D.N.Y. 1986); <i>Manville Corp. v. Equity Sec. Holders' Comm.</i> (In re Johns-Manville Corp.), 60 B.R. 842, 845 (S.D.N.Y. 1986), <i>rev'd</i>, 801 F.2d 61 (2d Cir. 1986); <i>In re Johns-Manville Corp.</i>, 52 B.R. 940 (S.D.N.Y. 1985); <i>In re Johns-Manville Corp.</i>, 45 B.R. 827 (S.D.N.Y. 1984); <i>Roberts v. Johns-Manville Corp.</i> (In re Johns-Manville Corp.), 45 B.R. 823 (S.D.N.Y. 1984); <i>In re Johns-Manville Corp.</i>, 42 B.R. 651 (S.D.N.Y. 1984); <i>In re Johns-Manville Corp.</i>, 40 B.R. 219 (S.D.N.Y. 1984), <i>aff'd</i>; <i>Johns-Manville Corp. v. asbestos Litig. Group</i> (In re Johns-Manville Corp.), 26 B.R. 219 (Bankr. S.D.N.Y. 1983), and <i>G. AF Corp. v. Johns-Manville Corp.</i> (In re Johns-Manville Corp.), 26 B.R. 405 (Bankr. S.D.N.Y. 1983); <i>In re Johns-Manville Corp.</i>, 39 B.R. 298 (S.D.N.Y. 1984); <i>Commercial Union Ins. Co. v. Johns-Manville Corp.</i>, 31 B.R. 965 (S.D.N.Y. 1983); <i>Johns-Manville Corp. v. Colorado Ins. Guar. Ass'n</i>, 91 B.R. 225 (Bankr. S.D.N.Y. 1988); <i>In re Johns-Manville Corp.</i>, 68 B.R. 618 (Bankr. S.D.N.Y. 1986); <i>Committee of Asbestos-Related Litigants v. Johns-Manville Corp.</i> (In re Johns-Manville Corp.), 60 B.R. 612 (Bankr. S.D.N.Y. 1986); <i>In re Johns-Manville Corp.</i>, 36 B.R. 743 (Bankr. S.D.N.Y. 1984); <i>Johns-Manville Corp. v. asbestos Litig. Group</i> (In re</p>
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JIThompson Co.	No. 02-41487-H5-11 (Bankr. S.D. Tex)	<p>Plan confirmed by the bankruptcy court on January 17, 2003 and by the district court on January 30, 2003; following appeal to the Fifth Circuit and remand by the Fifth Circuit following oral argument but before any rulings, plan re-confirmed by the bankruptcy court on March 3, 2004 and by the district court on March 3, 2004.</p>	<p><i>Johns-Manville Corp.</i>, 33 B.R. 254 (Bankr. S.D.N.Y. 1983); <i>Findley v. Feltre</i> (In re Joint Eastern & Southern Districts Asbestos Litig.), 878 F. Supp. 473 (E. & S.D.N.Y. 1995); <i>Findley v. Feltre</i> (In re Johns-Manville Corp.), 982 F.2d 721 (2d Cir. 1992). <i>See also Volkswagen of America, Inc. v. Superior Court</i>, 139 Cal. App.4th 1481 (2006); <i>Findley v. Trustees of the Manville Personal Injury Settlement Trust</i> (In re Joint E. & S. Dist. Asbestos Litig.), 237 F. Supp.2d 297 (Bankr. S.D.N.Y. 2002); <i>In re Davis</i>, 730 F.2d 176 (5th Cir. 1984) (per curiam).</p>
JIThompson, Inc.	No. LA02-14216-BB (Bankr. C.D. Cal)	<p>Plan confirmed by the bankruptcy court on September 6, 2005 and by the district court on January 17, 2006.</p>	<p><i>In re JTThompson Co.</i>, 308 B.R. 782 (Bankr. S.D. Tex. 2003).</p>
Kaiser Aluminum Corp.	No. 02-10429 (Bankr. D. Del.)	<p>Second Amended joint bankruptcy court on February 6, 2006 and by the district court on May 11, 2006.</p>	<p><i>In re Kaiser Aluminum Corp.</i>, 456 F.3d 328 (3d Cir. 2006); <i>Law Debenture Trust Co. of New York v. Kaiser Aluminum Corp.</i> (In re Kaiser Aluminum Corp.), 380 B.R. 344 (D. Del. 2008); <i>Public Utility</i></p>



Koene Corp.	No. 93 B 46090, 96 CV 3492 (Bankr. S.D.N.Y.)	<p>Fourth Amended Plan confirmed by the bankruptcy court on June 13, 1996 and by the district court on June 13, 1996.</p>	<p><i>Dist. No. 1 of Clark Cp. v. Kaiser Aluminum Corp.</i> (In re Kaiser Aluminum Corp.), 365 B.R. 447 (D. Del. 2007); <i>In re Kaiser Aluminum Corp.</i>, 343 B.R. 88 (D. Del. 2006); <i>Law Debenture Trust Co. v. Kaiser Aluminum Corp.</i> (In re Kaiser Aluminum Corp.), 339 B.R. 91 (D. Del. 2006); <i>Certain Underwriters at Lloyd's, London v. Future Asbestos Claims Representative</i> (In re Kaiser Aluminum Corp.), 327 B.R. 554 (D. Del. 2005); <i>Safety Nat'l Cas. Corp. v. Kaiser Aluminum & Chem. Corp.</i> (In re Kaiser Aluminum Corp.), 303 B.R. 299 (D. Del. 2003). <i>See also Volkswagen of America, Inc. v. Superior Court</i>, 139 Cal. App.4th 1481 (2006).</p>
Kentile Floors, Inc.	No. 92 B 46466 BRU (Bankr. S.D.N.Y.)	<p>Plan confirmed by the bankruptcy court on December 10, 1998.</p>	<p><i>Koene Corp. v. Coleman</i> (In re Koene Corp.), 166 B.R. 31 (Bankr. S.D.N.Y. 1994); <i>In re Koene Corp.</i>, 164 B.R. 844 (Bankr. S.D.N.Y. 1994).</p>
Lloyd E. Mitchell Co.	No. 06-13250 (Bankr. D. Md)	<p>First amended joint plan of liquidation filed July 8, 2008. Confirmation hearing scheduled to begin March 9, 2009.</p>	<p><i>In re Lloyd E. Mitchell Co.</i>, 373 B.R. 416 (Bankr. D. Md. 2007).</p>
Lyles Bros. Steamship Co.	No. 95-10453 (M.D. Fla)	<p>Plan confirmed by the bankruptcy court on April 15, 1997 and by district court on April 15, 1997.</p>	
MH. Detrick	No. 98 B 01004 (Bankr. N.D. Ill)	<p>Plan confirmed jointly by the bankruptcy court and the district court on Aug. 21, 2002.</p>	
Mid-Valley, Inc.	No. 05-35592-JKF	<p>Plan confirmed by the</p>	<p><i>In re Mid-Valley, Inc.</i>, 288</p>



Philadelphia Asbestos Corp. (Pacor, Inc.)	No. 86-03252C (Bankr. E.D. Pa.)	Plan confirmed by the bankruptcy court on November 30, 1989.	173 Fed. Appx. 371 (6th Cir. 2006).
Pittsburgh Corning	No. 00-22876 (Bankr. W.D. Pa.)	Second amended plan filed on November 20, 2003; order entered by the bankruptcy court on December 21, 2006 denying confirmation. Third amended plan filed January 29, 2009.	<i>In re Pittsburgh Corning Corp.</i> , 260 Fed. Appx. 463 (3d Cir. 2008); <i>Mt. McKinley Ins. Co. v. Corning, Inc.</i> , 399 F.3d 436 (2d Cir. 2005); <i>In re Pittsburgh Corning Corp.</i> , 308 B.R. 716 (Bankr. W.D. Pa. 2004), <i>aff'd</i> , Dkt. No. 17, No. 204-cv-01199-DSC (W.D. Pa. Dec. 7, 2005).
Pibarco Co.	No. 02 B 09952 (Bankr. N.D. Ill.)	Plan confirmed by the bankruptcy court and the district court on January 30, 2006.	
Porter-Hayden Co.	No. 02-54152 (Bankr. D. Md.)	Plan confirmed by the bankruptcy court on July 5, 2006 and by the district court on July 7, 2006.	<i>National Union Fire Ins. Co. v. Porter-Hayden Co.</i> , 331 B.R. 652 (D. Md. 2005); <i>Porter-Hayden Co. v. First State Mfg. Group, Inc.</i> (<i>In re Porter-Hayden Co.</i>), 304 B.R. 725 (Bankr. D. Md. 2004).
Prudential Lines, Inc.	No. 86-11773 (Bankr. S.D.N.Y.)	Plan confirmed by the bankruptcy court on December 15, 1989 and by the district court on October 4, 1990.	<i>Altkaiser Claimants v. American Steamship Owners Mut. Protection & Indem. Ass'n</i> (<i>In re Prudential Lines</i>), 533 F.3d 151 (2d Cir. June 19, 2008); <i>Diola v. American S.S. Owners Mut. Protection & Indem. Ass'n</i> (<i>In re Prudential Lines, Inc.</i>), 158 F.3d 65 (2d Cir. 1998); <i>Diola v. American S.S. Owners Mut. Protection & Indem. Ass'n</i> (<i>In re Prudential Lines, Inc.</i>), 170 B.R. 222 (S.D.N.Y. 1994); <i>In re Prudential Lines, Inc.</i> , 202 B.R. 13 (Bankr. S.D.N.Y. 1996); <i>In re Prudential Lines, Inc.</i> , 148 B.R. 730 (Bankr. S.D.N.Y. 1992).
Quigley Co.	No. 04-15739-SMB (Bankr. S.D.N.Y.)	Fourth amended and restated plan modified on	<i>In re Wd. Hse Comm. Of Tort Victims</i> (<i>In re Quigley Co.</i>),



Nicolet, Inc.	No. 87-0574S (Bankr. E.D. Pa.)	bankruptcy court November 13, 2007; district court order affirming bankruptcy court order entered July 25, 2008; Third Circuit appeal filed August 25, 2008.	
Oglebay Norton Co.	No. 04-10538-JBR (Bankr. D. Del.)	Plan confirmed by the bankruptcy court on September 21, 1989. Second amended plan confirmed by the bankruptcy court on November 7, 2004. Company emerged from bankruptcy on Jan. 31, 2005.	
Owens Corning/Fibreboard	No. 00-03837 (Bankr. D. Del.)	Plan confirmed by the bankruptcy court on September 26, 2006; bankruptcy court confirmation order affirmed by the district court on September 28, 2006.	<i>In re Owens Corning</i> , 419 F.3d 195 (3d Cir. 2005), <i>rev'd</i> <i>In re Owens Corning</i> , 316 B.R. 168 (D. Del. 2004); <i>Owens Corning v. Credit Suisse First Boston</i> , 322 B.R. 719 (D. Del. 2005); <i>In re Owens Corning</i> , 305 B.R. 175 (D. Del. 2004); <i>In re Owens Corning</i> , 291 B.R. 329 (Bankr. D. Del. 2003); <i>In re Kowington Int'l Ltd.</i> , 368 F.3d 289 (3d Cir. 2004), <i>rev'd</i> <i>In re Owens Corning</i> , 316 B.R. 168 (Bankr. D. Del. 2004) (also applicable to the <i>Armstrongs, Federal-Mogul, USG Corp.</i> , and <i>W.R. Grace</i> bankruptcies); <i>In re Kowington Int'l Ltd.</i> , 353 F.3d 211 (3d Cir. 2003) (also applicable to the <i>Armstrongs, Federal-Mogul, USG Corp.</i> , and <i>W.R. Grace</i> bankruptcies). <i>See also Fibreboard Corp. v. Caltech Corp.</i> (<i>In re Caltech Corp.</i>), 472 F.3d 1318 (11th Cir. 2006); <i>Rogers v. McCullough</i> ,



(Halliburton subsidiaries)	(Bankr. W.D. Pa.)	bankruptcy court on July 16, 2004 and by the district court on December 1, 2004.	Fed. Appx. 784 (3d Cir. 2008); <i>In re Mid-Valley, Inc.</i> , 305 B.R. 425 (Bankr. W.D. Pa. 2004).
The Muralo Co.	No. 03-20723-MS (Bankr. D.N.J.)	Plan confirmed by the Bankruptcy Court on December 21, 2007.	<i>In re Muralo Co.</i> , 301 B.R. 690 (D.N.J. 2003); <i>In re Muralo Co.</i> , 295 B.R. 512 (Bankr. D.N.J. 2003).
Murphy Marine Services, Inc.	No. 01-00926 (Bankr. D. Del.)	Plan filed on January 23, 2002, case converted to Chapter 7 on July 25, 2002.	
National Gypsum Co./Ancor Holdings Inc.	No. 90-37213 (Bankr. N.D. Tex.)	Plan confirmed by the bankruptcy court March 9, 1993.	<i>New Nat'l Gypsum Co. v. National Gypsum Co. Settlement Trust</i> (<i>In re Nat'l Gypsum</i>), 219 F.3d 478 (5th Cir. 2000); <i>Century Indem. Co. v. Nat'l Gypsum Co.</i> (<i>In re Nat'l Gypsum Co.</i>), 203 F.3d 498 (5th Cir. 2000); <i>Donaldson Luffkin Jenrette Securities Corp. v. National Gypsum Co.</i> (<i>In re National Gypsum Co.</i>), 123 F.3d 861 (5th Cir. 1997); <i>Inc. Co. of North America v. NCC Settlement Trust</i> (<i>In re National Gypsum Co.</i>), 118 F.3d 1056 (5th Cir. 1997); <i>In re National Gypsum Co.</i> , 139 B.R. 397 (N.D. Tex. 1992); <i>In re National Gypsum Co.</i> , 134 B.R. 188 (N.D. Tex. 1991); <i>In re National Gypsum Co.</i> , 257 B.R. 184 (Bankr. N.D. Tex. 2000); <i>In re National Gypsum Co.</i> , 243 B.R. 676 (Bankr. D. Tex. 1999). <i>See also United States Fire Ins. Co. v. National Gypsum Co.</i> , 101 F.3d 813 (2d Cir. 1996); <i>Browning v. Proabok</i> , 165 SW 3d 336 (Tex. 2005).
North American Refractories Corp. (NARCO)	No. 02-20198 (Bankr. W.D. Pa.)	Third amended plan filed by GFT and NARCO on December 28, 2005 approved by the	<i>In re North American Refractories Co.</i> , 280 B.R. 356 (Bankr. W.D. Pa. 2002).



United States Lanes	No. 86-12240 (Bankr. S.D.N.Y.) (jointly administered with McLan Industries, No. 86- 12238)	2009, will continue April 2, 2009. Plan confirmed by the bankruptcy court on May 16, 1989.	<i>Asbestos Claimants v. U.S. Lanes Reorganization Trust</i> (In re <i>United States Lanes</i> , 318 F.3d 422 (2d Cir. 2003), <i>aff'd</i> , U.S. Lanes, Inc. v. <i>U.S. Lanes Reorganization Trust</i> , 226 B.R. 223 (S.D.N.Y. 2001); <i>Maritime Asbestos Legal Clinic v. United States Lanes, Inc.</i> (In re <i>United States Lanes</i>), 216 F.3d 228 (2d Cir. 2000); <i>In re United States Lanes</i> , 197 F.3d 631 (2d Cir. 1999), <i>rev'd</i> <i>United States Lanes, Inc. v. Protection & Indem. Ass'n</i> , <i>American S.S. Owners Mut. Protection & Indem. Ass'n</i> , 220 B.R. 5 (S.D.N.Y. 1997), <i>rev'd</i> , <i>United States Lanes, Inc. v. Protection & Indem. Ass'n</i> , 169 B.R. 804 (Bankr. S.D.N.Y. 1994); <i>U.S. Lanes, Inc. v. U.S. Lanes Reorganization Trust</i> , 202 B.R. 223 (S.D.N.Y. 2001).
United States Mineral Products	No. 01-02471 (Bankr. D. Del.)	Fifth amended plan filed by Chapter 11 Trustee and ACC confirmed by the bankruptcy court on November 30, 2005; chancery injunction issued by the district court December 14, 2005.	<i>In re UNR Indus., Inc.</i> , 20 F.3d 766 (7th Cir. 1994); <i>In re UNR Indus., Inc.</i> , 986 F.2d 207 (7th Cir. 1993); <i>UNR Indus., Inc. v. Continental Cas. Co.</i> , 942 F.2d 1101 (7th Cir. 1991); <i>In re UNR Indus., Inc.</i> , 736 F.2d 1136 (7th Cir. 1984); <i>In re UNR Indus., Inc.</i> , 725 F.2d 1111 (7th Cir. 1984); <i>In re UNR Indus., Inc.</i> , 224 B.R. 664 (Bankr. N.D.



Special Electric Co.	No. 04-25471-11- MDM	to approve disclosure statement pending. Chapter 11 plan of reorganization confirmed December 21, 2006.	<i>American Capital Equipment, LLC</i> , 324 B.R. 570 (W.D. Pa. 2005).
Special Metals Corp.	No. 02-10335 to 02-10338 (Bankr. E.D. Ky.)	Chapter 11 plan of reorganization confirmed by the bankruptcy court September 29, 2003; confirmation order affirmed by the district court March 12, 2004.	<i>Century Indem. Co. v. Special Metals Corp.</i> (In re <i>Special Metals Corp.</i>), 360 B.R. 244 (E.D. Ky. 2006); <i>Century Indem. Co. v. Special Metals Corp.</i> (In re <i>Special Metals Corp.</i>), 317 B.R. 326 (Bankr. E.D. Ky. 2004).
Standard Insulations, Inc.	No. 86-09413-1-11 (Bankr. W.D. Mo.)	Plan confirmed by the bankruptcy court and by the district court on October 26, 1992.	<i>In re Standard Insulations, Inc.</i> , 138 B.R. 947 (Bankr. W.D. Mo. 1992).
Swan Transportation Co.	No. 01-11690-JKF (Bankr. D. Del.)	Plan confirmed by the bankruptcy court on May 30, 2003 and by the district court on July 21, 2003.	
T H Agriculture & Nutrition, LLC	No. 08-14692-eg (Bankr. S.D.N.Y.)	Petition and prepackaged Chapter 11 plan filed November 24, 2008. Combined hearing to consider (i) adequacy of the disclosure statement used to solicit votes pre- petition, and (ii) confirmation of the plan, scheduled to begin May 11, 2009.	
Thorpe Insulation Co.	No. 07-19271-BB (Bankr. C.D. Cal.)	Petition filed October 15, 2007. Jointly administered with the bankruptcy case of Pacific Insulation Co., which filed a Chapter 11 petition on October 31, 2007. Second amended joint plan of reorganization filed February 9, 2008. Confirmation hearing commenced January 8,	<i>See Employers Reins. Co. v. Superior Co. (Thorpe Insulation Co.)</i> , 161 Cal. App.4th 906, 74 Cal. Rptr.3d 733 (2008).



Raymark Corp./Raytech Corp.	No. 89-00293 (Bankr. D. Conn.)	March 28, 2008. Second amended plan confirmed by the bankruptcy court on August 31, 2000.	327 B.R. 138 (S.D.N.Y. 2005); <i>Quigley Co. v. Coleman (In re Quigley Co.)</i> , 323 B.R. 70 (S.D.N.Y. 2005); <i>In re Quigley Co.</i> , 391 B.R. 695 (Bankr. S.D.N.Y. 2008); <i>In re Quigley Co.</i> , 383 B.R. 19 (Bankr. S.D.N.Y. 2008); <i>In re Quigley Co.</i> , 377 B.R. 110 (Bankr. S.D.N.Y. 2007); <i>Continental Cas. Co. v. Pfeiffer, Inc.</i> (In re <i>Quigley Co.</i>), 361 B.R. 723 (Bankr. S.D.N.Y. 2007); <i>Quigley Co. v. Coleman (In re Quigley Co.)</i> , 361 B.R. 670 (Bankr. S.D.N.Y. 2007); <i>In re Quigley Co.</i> , 346 B.R. 647 (Bankr. S.D.N.Y. 2006). <i>See also</i> <i>ILU North America Inc. v. A.L.U. Ins. Co.</i> , 896 A.2d 880 (Del. Super. 2006).
Rock Wool Manufacturing	No. CV-99-1-1589- S, BK-96-08295- TBB-11 (Bankr. N.D. Ala.)	Second amended plan confirmed by the bankruptcy court on December 3, 1999 and by the district court on December 6, 1999.	
Rutland Fire Clay Co.	No. 99-11390 (Bankr. D. Vt.)	Plan confirmed by the bankruptcy court and by the district court on November 17, 2000.	
Shook & Hiercher Insulation Co.	No. 02-02771-BGC- 11 (Bankr. N.D. Ala.)	Plan confirmed by the bankruptcy court on October 29, 2002 and by the district court on November 8, 2002.	<i>See Shook & Hiercher Asbestos Settlement Trust v. Safety National Cas. Co.</i> , 909 A.2d 125 (Del. 2006).
Skinner Engine Co.	No. 01-29987-MBM (Bankr. W.D. Pa.)	Chapter 11 plan of liquidation filed November 14, 2005; replacement plan of reorganization filed March 15, 2006; motion	<i>In re American Capital Equipment, LLC</i> , 296 Fed. Appx. 270 (3d Cir. 2008); <i>In re American Capital Equipment, LLC</i> , 325 B.R. 372 (W.D. Pa. 2005); <i>In re</i>

			Ill. 1998); <i>In re UNR Indus., Inc.</i> , 212 B.R. 295 (Bankr. N.D. Ill. 1997); <i>UNR Indus., Inc. v. Bloomington Factory Workers</i> , 173 B.R. 149 (N.D. Ill. 1994); <i>In re UNR Indus., Inc.</i> , 143 B.R. 506 (Bankr. N.D. Ill. 1992); <i>UN-ARCO Bloomington Factory Workers v. UNR Indus., Inc.</i> , 124 B.R. 268 (N.D. Ill. 1990); <i>UNR Indus., Inc. v. American Mut. Liability Ins. Co.</i> , 92 B.R. 319 (N.D. Ill. 1988); <i>In re UNR Indus., Inc.</i> , 74 B.R. 146 (N.D. Ill. 1987); <i>In re UNR Indus., Inc.</i> , 72 B.R. 796 (Bankr. N.D. Ill. 1987); <i>In re UNR Indus., Inc.</i> , 72 B.R. 789 (Bankr. N.D. Ill. 1987); <i>In re UNR Indus., Inc.</i> , 71 B.R. 467 (Bankr. N.D. Ill. 1987); <i>In re UNR Indus., Inc.</i> , 54 B.R. 270 (Bankr. N.D. Ill. 1985); <i>In re UNR Indus., Inc.</i> , 54 B.R. 266 (Bankr. N.D. Ill. 1985); <i>In re UNR Indus., Inc.</i> , 54 B.R. 263 (Bankr. N.D. Ill. 1985); <i>In re UNR Indus., Inc.</i> , 46 B.R. 671 (Bankr. N.D. Ill. 1985); <i>In re UNR Indus., Inc.</i> , 46 B.R. 25 (Bankr. N.D. Ill. 1984); <i>In re UNR Indus., Inc.</i> , 42 B.R. 99 (Bankr. N.D. Ill. 1984); <i>In re UNR Indus., Inc.</i> , 42 B.R. 94 (Bankr. N.D. Ill. 1984); <i>In re UNR Indus., Inc.</i> , 39 B.R. 190 (Bankr. N.D. Ill. 1984); <i>In re UNR Indus., Inc.</i> , 30 B.R. 609 (Bankr. N.D. Ill. 1983); <i>In re UNR Indus., Inc.</i> , 30 B.R. 613 (Bankr. N.D. Ill. 1983); <i>In re UNR Indus., Inc.</i> , 29 B.R. 741 (N.D. Ill. 1983); <i>In re UNR Indus., Inc.</i> , 23 B.R.
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USG Corp.	No. 01-2094 (Bankr. D. Del.)	Plan confirmed by both the bankruptcy court and the district court on June 15, 2006.	<i>144</i> (Bankr. N.D. Ill. 1982). See also <i>Kohn Indus., Inc. v. Platinum Equity LLC</i> , 887 A.2d 983 (Del. Super. 2005). <i>In re Kensington Int'l Ltd.</i> , 368 F.3d 289 (3d Cir. 2004) (also applicable to the <i>Armstrong, Federal/Mogul, Owens Corning</i> and <i>W.R. Grace</i> bankruptcies); <i>In re Kensington Int'l Ltd.</i> , 353 F.3d 211 (3d Cir. 2003) (also applicable to the <i>Armstrong, Federal/Mogul, Owens Corning</i> and <i>W.R. Grace</i> bankruptcies); <i>In re USG Corp.</i> , 290 B.R. 223 (Bankr. D. Del. 2003).
Utex Industries	No. 04-34427 (Bankr. S.D. Tex.)	Plan confirmed by the bankruptcy court and the district court on June 16, 2004.	<i>Jones v. Liberty Mut. Ins. Co. (In re Wallace & Gale Co.)</i> , 385 F.3d 820 (4th Cir. 2004), <i>aff'd</i> , <i>Ariana Cos. & Sys. Co. v. Wallace & Gale Co. (In re Wallace & Gale Co.)</i> , 284 B.R. 357 (D. Md. 2002), <i>reconsidering Ariana Cos. & Sys. Co. v. Wallace & Gale Co. (In re Wallace & Gale Co.)</i> , 275 B.R. 223 (D. Md. 2002); <i>Legal Representative for Future Claimants v. Ariana Cos. & Sys. Co. (In re Wallace & Gale Co.)</i> , 72 F.3d 211 (4th Cir. 1995); <i>Ariana Cos. & Sys. Co. v. Wallace & Gale Co. (In re Wallace & Gale Co.)</i> , 284 B.R. 560 (D. Md. 2002).
Waterman Steamship Corp.	No. 83-11732 (Bankr. S.D.N.Y.)	Plan confirmed by the bankruptcy court on June 19, 1986.	<i>In re Waterman S.S. Corp. v. Aquino</i> , 141 B.R. 552, 556 (Bankr. S.D.N.Y. 1992).
Western Macarthur/	No. 02-46284-86 (Bankr. N.D. Cal.)	Plan confirmed by the bankruptcy court on	<i>In re Western Albedin Co.</i> , 313 B.R. 859 (N.D. Cal.

Western Asbestos	W.R. Grace Co.	Nos. 01-1139, 01-1140 (Bankr. D. Del.)	January 27, 2004 and affirmed by the district court on April 16, 2004. Amended plan filed by Debtor January 13, 2005. On July 26, 2007, the court entered an order terminating debtor's exclusive period in which to file a plan and solicit votes. Competing proposed plan filed November 5, 2007 by the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants' Representative. The Debtors, the Official Committee of Asbestos Personal Injury Claimants, the Future Claimants' Representative, and the Equity Security Holders' Committee filed a First Amended Joint Plan of Reorganization on February 27, 2009.	2004); <i>In re Western Albedin Co.</i> , 318 B.R. 527 (Bankr. N.D. Cal. 2004); <i>In re Western Albedin Co.</i> , 313 B.R. 852 (Bankr. N.D. Cal. 2005); <i>In re Western Albedin Co.</i> , 313 B.R. 456 (Bankr. N.D. Cal. 2004). See also <i>Volckwang v. America, Inc. v. Superior Court</i> , 139 Cal. App.4th 1481 (2006). <i>In re Kensington Int'l Ltd.</i> , 368 F.3d 289 (3d Cir. 2004) (also applicable to the <i>Armstrong, Federal/Mogul, Owens Corning</i> and <i>USG Corp.</i> bankruptcies); <i>Grand v. W.R. Grace & Co.</i> (In re <i>W.R. Grace & Co.</i>), 115 Fed. Appx. 565 (3d Cir. 2004); <i>In re Kensington Int'l Ltd.</i> , 353 F.3d 211 (3d Cir. 2003) (also applicable to the <i>Armstrong, Federal/Mogul, Owens Corning</i> and <i>USG Corp.</i> bankruptcies); <i>In re W.R. Grace & Co.</i> , 315 B.R. 353 (D. Del. 2004); <i>In re W.R. Grace & Co.</i> , 397 B.R. 701 (Bankr. D. Del. 2008); <i>In re W.R. Grace & Co.</i> , 389 B.R. 373 (Bankr. D. Del. 2008); <i>W.R. Grace & Co. v. Chokarian (In re W.R. Grace & Co.)</i> , 386 B.R. 17 (Bankr. D. Del. 2008); <i>W.R. Grace & Co. v. Campbell (In re W.R. Grace & Co.)</i> , 384 B.R. 678 (Bankr. D. Del. 2008); <i>W.R. Grace & Co. v. Chokarian (In re W.R. Grace & Co.)</i> , 384 B.R. 670 (Bankr. D. Del. 2008); <i>In re W.R. Grace & Co.</i> , 366 B.R. 302 (Bankr. D. Del. 2007); <i>W.R. Grace & Co. v. Chokarian (In re W.R. Grace & Co.)</i> , 366 B.R. 295
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			(Bankr. D. Del. 2007); <i>In re W.R. Grace & Co.</i> , 355 B.R. 402 (Bankr. D. Del. 2006); <i>In re W.R. Grace & Co.</i> , 346 B.R. 672 (Bankr. D. Del. 2006); <i>W.R. Grace & Co. v. Chukman</i> (<i>In re W.R. Grace & Co.</i>), 315 B.R. 353 (Bankr. D. Del. 2004); <i>Official Comm. of Asbestos Personal Injury Claimants v. Valid Air Corp.</i> (<i>In re W.R. Grace & Co.</i>), 281 B.R. 852 (Bankr. D. Del. 2002). <i>See also</i> U.S. v. <i>W.R. Grace</i> , 526 F.3d 499 (9th Cir. 2008); U.S. v. <i>W.R. Grace</i> , 455 F. Supp.2d 1113 (D. Mont. 2006), <i>rev'd</i> , 504 F.3d 745, 755 (9th Cir. 2007); U.S. v. <i>W.R. Grace</i> , 281 F. Supp.2d 1149 (D. Mont. 2003), <i>aff'd</i> , 429 F.3d 1224 (9th Cir. 2005), <i>cert. denied</i> , 127 S.Ct. 379 (2006); <i>TIG Ins. Co. v. Yumker</i> , 264 B.R. 661 (Bankr. C.D. Cal. 2001).
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