UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
RED RIVER TALC LLC,[1]	Case No. 24-90505 (CML)
Debtor.	

DEBTOR'S MOTION FOR AN ORDER APPOINTING
RANDI S. ELLIS AS LEGAL REPRESENTATIVE FOR FUTURE TALC CLAIMANTS

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at https://ecf.txsb.uscourts.gov/ within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtor (the "Debtor") moves the Court for the entry of an order appointing Randi S. Ellis as the legal representative for future talc claimants (the "Future Claimants' Representative") in this chapter 11 case. In support of this Motion, the Debtor respectfully states as follows:[2]

Jurisdiction and Venue

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtor is authorized to

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[1] The last four digits of the Debtor's taxpayer identification number are 8508. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

[2] In support of this Motion, the Debtor further submits the *Declaration of Randi S. Ellis*, which is attached hereto as Exhibit A (the "Ellis Declaration"). A copy of Ms. Ellis' *curriculum vitae* is attached as Schedule 1 to the Ellis Declaration. The Ellis Declaration, including Ms. Ellis' *curriculum vitae*, is incorporated herein by reference.

continue to manage its property and operate its business as a debtor in possession pursuant to sections 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code").

2. The Debtor confirms its consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

Background

3. On September 20, 2024 (the "Petition Date"), the Debtor commenced this reorganization case (the "Chapter 11 Case") by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. The Debtor is a Texas limited liability company and is the direct parent of non-debtor Royalty A&M LLC, a Texas limited liability company, which manages a portfolio of royalty revenue streams, including some based on third party sales of certain products, and seeks opportunities to acquire or finance additional royalty revenue streams.

5. A comprehensive description of the Debtor, its history, its assets and liabilities and the events leading to the commencement of this Chapter 11 Case can be found in the *Disclosure Statement for Prepackaged Chapter 11 Plan of Reorganization of the Debtor* [Dkt. 25] (the "Disclosure Statement"), which was filed on the Petition Date, and in the declarations of John K. Kim [Dkt. 17] (the "Kim Declaration") and John Bittner [Dkt. 23], which were filed on the Petition Date and which Kim Declaration is incorporated herein.

6. On October 22, 2024, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of talc claimants [Dkt. 313], pursuant to section 1102 of the Bankruptcy Code.

The Amended Plan

7. Prior to the Petition Date, the Debtor solicited votes on the *Prepackaged Chapter 11 Plan of Reorganization of the Debtor* (the "Initial Plan"), which was attached as Exhibit A to the Disclosure Statement. The Initial Plan subsequently was amended [Dkt. 24] (the "Amended Plan"), which Amended Plan was filed on the Petition Date. On September 21, 2024, the Debtor filed a motion seeking approval of (a) the adequacy of the Disclosure Statement and (b) the solicitation and tabulation procedures for the Initial Plan [Dkt. 46]. The Debtor intends to seek confirmation of the Amended Plan as soon as practicable.

The Prepetition FCR Agreement

8. Ms. Ellis served as the legal representative for future talc claimants in two bankruptcy cases filed by the Debtor's predecessor, LLT Management LLC ("LLT"), f/k/a LTL Management LLC ("LTL"). See In re LTL Mgmt. LLC, No. 21-30589 (MBK) (Bankr. D.N.J.) ("LTL I"); In re LTL Mgmt. LLC, No. 23-12825 (MBK) (Bankr. D.N.J.) ("LTL II"). As counsel for the Coalition of Counsel for Justice for Talc Claimants (the "Coalition")[3] acknowledged, "Ms. Ellis was among the three [Future Claimants' Representative] candidates supported and proposed jointly by [the talc claimants' committees in LTL I] without qualification." See LTL I, Dkt. 1824 at 3. Reiterating support for Ms. Ellis, Coalition counsel also made clear that "Randi S. Ellis, the incoming [Future Claimants' Representative] is fully capable of representing the interests of all future victims whose cancer was caused by Johnson & Johnson's talc products, regardless of the type of cancer that manifests."[4] See also id.

3 Brown Rudnick, counsel to the Coalition, served as counsel to the talc committee in both LTL bankruptcy cases. See *Order Authorizing and Approving the Retention and Employment of Brown Rudnick LLP as Co-Counsel to the Official Committee of Talc Claimant*s, Effective as of November 12, 2021, 2, In re LTL Mgmt. LLC, No. 21-30589 (MBK) (Bankr. D.N.J. Dec. 16, 2021) [Dkt. 853].

4 Coalition counsel emphasized that "Ms. Ellis, if appointed, will be the first woman Future Claims Representative in the entire history of Future Claims Representatives in the United States, and we think it

9. Although LTL II was dismissed, the then-presiding bankruptcy judge lauded the parties' progress and encouraged the parties to continue to pursue a global resolution through a chapter 11 plan in a context other than LTL's bankruptcy case. The parties did so and engaged in negotiations with respect to a potential prepackaged plan of reorganization. Ms. Ellis' knowledge and experience made her ideally suited to serve as the prepetition future claimants' representative in connection with those negotiations.

10. On October 18, 2023, LLT and Ms. Ellis entered into an agreement (the "Prepetition FCR Agreement"), a copy of which is attached hereto as Exhibit B, pursuant to which LLT agreed to pay all reasonable and documented fees and out-of-pocket expenses incurred by Ms. Ellis and her professionals in connection with Ms. Ellis' role as prepetition representative for future talc claimants.[5] See Prepetition FCR Agreement at 1-3.

11. The Prepetition FCR Agreement makes clear that, in her work as prepetition representative for future talc claimants prior to the filing of this Chapter 11 Case, Ms. Ellis solely represented future talc claimants and not the Debtor:

> Notwithstanding [the Debtor's] obligation to pay the Fees and Expenses in accordance with this Agreement, **the parties understand and acknowledge that the sole responsibility and loyalty of the FCR and the FCR Professionals is to future claimants.** Service in your respective roles as the FCR and the FCR Professionals is not intended, and shall not be construed, to render the FCR or the FCR Professionals employees of [the Debtor]; and **[the Debtor] shall have no right to control or influence how the FCR or the FCR Professionals carry out their duties.**

appropriate that it happened in this case. And I think it's important for Your Honor to know that." See Mar. 8, 2022 Hr'g Tr. at 7:5-7:14, In re LTL Mgmt., No. 21-30589 (MBK) (Bankr. D.N.J. Mar. 8, 2022).

[5] Ms. Ellis retained various professionals, many of which advised her in LTL I and LTL II, to assist her in exercising her fiduciary duties.

Prepetition FCR Agreement at 1 (emphases added). Ms. Ellis also had the right to terminate the Prepetition FCR Agreement without cause upon three (3) business days' written notice. See id. at 2.

12. On August 19, 2024, a corporate restructuring was completed (the "2024 Corporate Restructuring"). Prior to the 2024 Corporate Restructuring, LLT merged with and into J&J Holdco (NA) LLC ("Holdco (Texas)"), a Texas limited liability company,[6] with Holdco (Texas) as the surviving entity. Holdco (Texas) then undertook a divisional merger under the Texas Business Organizations Code, as the result of which Holdco (Texas) ceased to exist and three new Texas limited liability companies were created: the Debtor, Pecos River Talc LLC and New Holdco (Texas) LLC. The assets and liabilities of Holdco (Texas) were allocated among these entities. Among other things, the Prepetition FCR Agreement was allocated to the Debtor.[7]

13. Pursuant to its terms, the Prepetition FCR Agreement terminated immediately upon the Debtor's filing of this Chapter 11 Case. See id.

Prepetition Negotiations

14. Ms. Ellis and her professionals engaged in discussions and negotiations with LLT, Johnson & Johnson, the Ad Hoc Committee of Supporting Counsel and their respective counsel regarding issues related to the Initial Plan and the talc litigation. LLT and the Ad Hoc Committee of Supporting Counsel provided, as applicable, relevant documents and responses to various requests for information from Ms. Ellis and her professionals. LLT also

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6 Prior to this merger, Johnson & Johnson Holdco (NA) Inc. converted to a Texas limited liability company and was renamed J&J Holdco (NA) LLC.

7 Details regarding this restructuring are set forth in the Kim Declaration.

addressed input from the Ad Hoc Committee of Supporting Counsel and Ms. Ellis and their respective counsel on the terms of the Initial Plan.

15. The parties' discussions ultimately culminated in the Initial Plan, and subsequently, following further discussions and developments, the Amended Plan. The Amended Plan is supported by the Ad Committee of Supporting Counsel, Ms. Ellis, with the understanding that Ms. Ellis has not approved the *Confidential Memorandum of Understanding & Agreement Regarding Talc Bankruptcy Plan Support* between Johnson & Johnson, the Debtor and The Smith Law Firm PLLC, and the vast majority of claimants, as confirmed by the successful vote in favor of the Amended Plan.

Relief Requested

16. Pursuant to sections 524(g)(4)(B)(i) and 105(a)[8] of the Bankruptcy Code, the Debtor requests that the Court appoint Randi S. Ellis as the Future Claimants' Representative to protect the rights of future talc claimants in this Chapter 11 Case in accordance with the terms and conditions described below.

The Need for a Future Claimants' Representative

17. The Debtor intends to seek confirmation of the Amended Plan as soon as possible. In fact, the Debtor has met and conferred with the Coalition, the Ad Hoc Committee of Supporting Counsel and the U.S. Trustee, as well as counsel for other interested parties, regarding a proposed case management order that seeks to schedule a hearing on confirmation of the Amended Plan and on various other matters as early as January 2025. In order to move

[8] Pursuant to section 105(a) of the Bankruptcy Code, the Court may issue an order to assist in carrying out the other provisions of the Bankruptcy Code, including by appointing a future claimants' representative as contemplated by section 524(g)(4)(B)(i) of the Bankruptcy Code. See In re Forty-Eight Insulations, Inc., 58 B.R. 476, 477 (Bankr. N.D. Ill. 1986); In re Johns-Manville Corp., 36 B.R. 743, 757 (Bankr. S.D.N.Y. 1984); see also In re Garlock Sealing Techs. LLC, No. 10-31607 (GRH) (Bankr. W.D.N.C. Sept. 16, 2010), Dkt. 512.

expeditiously to confirmation, a future claimants' representative must be promptly appointed to adequately represent future claimants. Given her role as the prepetition future claimants' representative and her experience as the court-appointed future claimants' representative in LTL I and LTL II, Ms. Ellis is uniquely well positioned to serve in that role and to be able to do so without delay.

18. The appointment of a legal representative to protect the rights of future claimants is well established in chapter 11 proceedings, and future claimants' representatives are routinely appointed in mass tort-related chapter 11 cases in this District and in others.[9] Such appointments include individuals who represented the rights of future claimants prepetition.[10] The Amended Plan provides for the establishment of a trust pursuant to section 524(g) of the Bankruptcy Code and the issuance of a channeling injunction. Amended Plan, §§ 4.1, 4.2 and 11.3.1. One of the conditions that must be met for the issuance of such a channeling injunction is that the Court appoint a future claimants' representative. See 11 U.S.C. § 524(g)(4)(B)(i).

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9 See, e.g., In re Barretts Minerals, Inc., No. 23-90794 (MI) (Bankr. S.D. Tex. Nov. 20, 2023), Dkt. 307; In re Honx, Inc., No. 22-90035 (MI) (Bankr. S.D. Tex. June 9, 2022), Dkt. 142; In re The Roman Cath. Church of the Archdiocese of New Orleans, No. 20-10846 (MSG) (Bankr. E.D. La. Aug. 18, 2021), Dkt. 1012; In re Babcock & Wilcox Co., No. 00-10992 (JAB) (Bankr. E.D. La. Oct. 5, 2000), Dkt. 1113; see also In re LTL Mgmt. LLC, No. 23-12825 (MBK) (Bankr. D.N.J. May 18, 2023), Dkt. 551 (the "LTL II FCR Appointment Order"); In re LTL Mgmt. LLC, No. 21-30589 (MBK) (Bankr. D.N.J. Mar. 18, 2022), Dkt. 1786 (the "LTL I FCR Appointment Order"); In re Cyprus Mines Corp., No. 21-10398 (LSS) (Bankr. D. Del. June 10, 2021), Dkt. 344; In re Mallinckrodt plc, No. 20-12522 (JTD) (Bankr. D. Del. June 11, 2021), Dkt. 2813; In re Aldrich Pump LLC, No. 20-30608 (JCW) (Bankr. W.D.N.C. Oct. 14, 2020), Dkt. 389; In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C. June 1, 2020), Dkt. 310; In re Boy Scouts of Am., No. 20-10343 (LSS) (Bankr. D. Del. Apr. 24, 2020), Dkt. 486; In re Imerys Talc Am., Inc., No. 19-10289 (LSS) (Bankr. D. Del. June 3, 2019), Dkt. 647.

10 See, e.g., In re Imerys Talc. Am., Inc., 38 F.4th 361, 367, 382 (3d Cir. 2022); Vara v. Duro Dyne Nat'l Corp. (In re Duro Dyne Nat'l Corp.), 2019 WL 4745879 at *1-2, *14 (D.N.J. Sept. 30, 2019); In re Barretts Minerals, Inc., No. 23-90794 (MI) (Bankr. S.D. Tex.), Dkts. 126, 307; In re Paddock Enters, LLC, No. 20-10028 (LSS) (Bankr. D. Del.), Dkts. 58, 377; In re Maremont Corp., No. 19-10118 (KJC) (Bankr. D. Del.), Dkts. 44, 146; In re Yarway Corp., No. 13-11025 (BLS) (Bankr. D. Del.), Dkts. 12, 88; In re Metex Mfg. Corp., No. 12-14554 (BRL) (Bankr. S.D.N.Y.), Dkts. 76, 93; In re A.P.I. Inc., No. 05-30073 (GFK) (Bankr. D. Minn.), Dkts. 15, 93; In re Mid-Valley, Inc., No. 03-35592 (JKF) (Bankr. W.D. Pa.), Dkts. 12, 610.

19. The Debtor submits that Ms. Ellis is the best candidate to represent the interests of the future talc claimants and, therefore, should be appointed as the Future Claimants' Representative in this Chapter 11 Case. Ms. Ellis is highly and uniquely qualified to serve as Future Claimants' Representative given her (a) professional experience, (b) familiarity with the Amended Plan and (c) significant knowledge regarding the nature and extent of the Debtor's talc-related claims, as a result of her experience as the prepetition future claimants' representative and the court-appointed future claimants' representative in LTL I and LTL II.

Basis for Relief Requested

Ms. Ellis Is Uniquely Well Qualified to Serve as the Future Claimants' Representative.

20. Ms. Ellis is uniquely well qualified to serve as the Future Claimants' Representative in this Chapter 11 Case as a result of (a) her role as the prepetition future claimants' representative, (b) her prior role as the court-appointed future claimants' representative in LTL I and LTL II, (c) her understanding of the Debtor's talc litigation and (d) her professional experience.

21. In particular, Ms. Ellis and her counsel have, over the past two years, garnered substantial experience and expertise with respect to the Debtor's talc-related claims. They have spent months negotiating with the Debtor, LLT, the Ad Hoc Committee of Supporting Counsel and others regarding a consensual resolution of those claims. Those discussions culminated in the Initial Plan and, subsequently, the Amended Plan. Ms. Ellis' experience and expertise, thus, are invaluable and crucial to the Debtor being able to move expeditiously to confirmation of the Amended Plan. If another individual were to be appointed as Future Claimants' Representative, that individual would need to perform work duplicative of work already performed by Ms. Ellis. This process would take time, and the costs for such duplicative work would be borne by the Debtor's estate. Thus, the appointment of Ms. Ellis as the Future

Claimants' Representative is critical to ensure that the future talc claimants—a key constituency—are well represented from the inception of and throughout this Chapter 11 Case and the Debtor is able to proceed towards confirmation of the Amended Plan promptly.

22. More generally, Ms. Ellis also has significant experience as a court-appointed fiduciary in other cases and has gained nationwide recognition for these roles. She currently serves as the court-appointed legal representative for future tort claimants in In re Kidde-Fenwal, Inc., No. 23-10638 (LSS) (Bankr. D. Del. Jan. 24, 2024), Dkt. 86. Her legal practice is devoted to helping parties navigate complex civil cases and reach just and equitable resolutions. In particular, Ms. Ellis has been appointed, by both state and federal courts, to serve as arbitrator, neutral, special master, guardian ad litem or meditator in numerous complex civil cases, multi-district litigation matters and other mass tort products liability cases.

23. For example, Ms. Ellis' experience serving as a special master includes: In re Paraquat Products Liability Litigation, MDL No. 3004 (S.D. Ill. J.P.M.L.) (appointed by court to serve as special master in multidistrict litigation case concerning injuries that were caused by exposure to the herbicide paraquat); In re Roundup Products Liability Litigation, MDL No. 2741 (N.D. Cal. J.P.M.L.) (selected by parties to serve as special master for settlement allocation purposes in multidistrict litigation concerning products liability claims from exposure to glyphosate-based herbicides); In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation, MDL No. 2816 (S.D. Ill. J.P.M.L.) (appointed by court to serve as special master for mediation and settlement allocation purposes in multidistrict litigation arising from anticoagulant pharmaceutical use, and allocated $650 million settlement fund among claimants).

24. Ms. Ellis also has significant experience serving as a court-appointed mediator, and has served in that capacity in several cases, including In re Testosterone

Replacement Therapy Litigation, MDL No. 2545 (N.D. Ill. J.P.M.L.) (court-appointed Settlement Master for mediation and allocation concerning products liability claims alleging arterial cardiovascular injuries or injuries related to blood clots in the veins as a result of taking prescription testosterone replacement therapy drugs); In re Coloplast Corp. Pelvic Support Systems Products Liability Litigation (Vaginal Mesh), MDL No. 2387 (S.D.W. Va. J.P.M.L.) (served as a mediator concerning products liability claims arising out of vaginal mesh use and was appointed by the court to serve as the special master in the allocation of aggregate settlement funds); In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010, MDL No. 2179 (E.D. La. J.P.M.L.) (appointed as mediator by the court to resolve personal injury claims, appointed to serve as the court-designated neutral to resolve various matters and developed methodology for allocating $2.3 billion settlement fund to thousands of claimants); In re Yasmin and Yaz (Drosporenone) Marketing, Sales Practices and Products Litigation, MDL No. 2100 (S.D. Ill. J.P.M.L.) (court-appointed mediator and Special Master concerning products liability claims arising out of contraceptive use); In re Aearo Technologies LLC, et al., No. 22-02890 (S.D. In.) (court-appointed mediator for the Chapter 11 proceedings related to use of Combat Arms Version 2 earplugs and use of 3M respirators); McClurg et al. v. Mallinckrodt, Inc. et al., 4:12-cv-00361 (E.D. Mo.) (appointed by the court to serve as mediator and special master for settlement and allocation in consolidated actions seeking damages for injuries allegedly sustained as a result of multiple decades of exposure to hazardous, toxic, and radioactive substances). Additionally, Ms. Ellis also served as an arbiter and then trustee in In re National Prescription Opiate Litigation, MDL No. 2804 (N.D. Oh. J.P.M.L.) (court-appointed arbiter to a Fee Panel to oversee a process for allocation and distribution of the MDL Contingency Fee Fund and the Common Benefit Fund consistent with the terms of the

Settlement Agreements between certain parties for fees and expenses incurred in furtherance of the opioid litigation, and serve as Trustee to the Trust created for that Fund).

25. Ms. Ellis' unique knowledge with respect to the Debtor's future talc claimants resulting from her prior position as the prepetition future claimants' representative, her many years of experience serving in a broad range of fiduciary capacities and her many years of practice make her uniquely well-qualified to serve as the Future Claimants' Representative in this Chapter 11 Case.

No Adverse Interest Precludes Her from Serving as Future Claimants Representative.

26. Consistent with the Prepetition FCR Agreement, LLT provided Ms. Ellis and her professionals an initial retainer (the "Initial Retainer") of $250,000 for their prepetition fees and services on behalf of future talc claimants. See Prepetition FCR Agreement at 2. The Initial Retainer was held in an escrow account and replenished from time to time. Additionally, LLT paid the fees and expenses of Ms. Ellis and her professionals on a regular basis, including the prepayment of fees and expenses in the weeks leading up to the Petition Date. To the extent that the prepayment of fees and expenses exceeded actual fees and expenses incurred by Ms. Ellis and her professionals, the overage was held in trust by Ms. Ellis or the professional, as applicable. As a result, as of the Petition Date, the Initial Retainer and any overage held in trust (together, the "Retainer") totaled $265,495, which amount was allocated to the Debtor in the 2024 Corporate Restructuring.[11]

27. The application of the Retainer through the Petition Date reflects actual fees and expenses earned by Ms. Ellis through the Petition Date. The Debtor requests that Ms. Ellis be permitted to hold any amounts comprising the Retainer as a postpetition retainer

[11] Additional prepayment overages are held in trust by Ms. Ellis' prepetition professionals.

subject to the terms of any order establishing procedures for interim compensation and reimbursement of expenses of retained professionals (the "Interim Compensation Order").

28. In total, Ms. Ellis received $638,810.60 in fees and expenses pursuant to the Prepetition FCR Agreement.[12] As of the filing of this Chapter 11 Case, no amounts were owed to Ms. Ellis.

29. The Debtor believes, in reliance on the Ellis Declaration, that Ms. Ellis is able to fulfill the duties owed by a fiduciary and has the ability to be an effective advocate for the best interests of the future claimants. See In re Imerys Talc Am., Inc., 38 F.4th 361, 374, 376 (3d Cir. 2022). The Debtor further believes that Ms. Ellis has no adverse interest that would preclude her appointment as the Future Claimants' Representative in this Chapter 11 Case.

Terms and Conditions of Ms. Ellis' Appointment

30. The Debtor requests that the appointment of Ms. Ellis be approved on the following terms and conditions:

(a) Appointment. Ms. Ellis will be appointed as the Future Claimants' Representative to represent and protect the rights of, absent further order of the Court, natural persons or the representatives of estates of natural persons that may assert a demand for payment, present or future, that: (i) is not a claim during the proceedings prior to the entry of an order confirming the Amended Plan (or any other plan of reorganization confirmed in this Chapter 11 Case), because such natural person was diagnosed with disease after such time; and (ii) arises out of the same or similar conduct or events that gave rise to the claims to be addressed by an injunction issued to enjoin entities from taking legal action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery with respect to any claim or demand that, under the Amended Plan (or any other plan of reorganization confirmed in this Chapter 11 Case), is to be paid in whole or in part by a trust established pursuant to section 524(g)(2)(B)(i) of the Bankruptcy Code (collectively, the "Future Claimants"). The Future Claimants'

12 This amount includes fees and expenses through September 16, 2024. While Ms. Ellis incurred fees for the period from September 17, 2024, through the Petition Date, the amount of such fees was de minimis and was waived by Ms. Ellis.

Representative shall represent the interests of, appear and act on behalf of, and be a fiduciary to Future Claimants to protect the rights and interests of such Future Claimants and shall be entitled to compensation in connection therewith from the Petition Date. Ms. Ellis will have no other obligations except those that may be prescribed by orders of the Court and accepted by Ms. Ellis.

(b) Party in Interest. The Future Claimants' Representative shall be a party in interest in this Chapter 11 Case and shall have standing under section 1109(b) of the Bankruptcy Code to be heard on any issue in this case in the Bankruptcy Court, the District Court or any other court affecting the rights of Future Claimants. The Future Claimants' Representative shall have the powers and duties of a committee set forth in section 1103 of the Bankruptcy Code as are appropriate for a Future Claimants' Representative.

(c) Engagement of Professionals. In her role as the Future Claimants' Representative, Ms. Ellis may employ attorneys and other professionals consistent with sections 105, 327 and 1103 of the Bankruptcy Code, subject to prior approval of this Court, and such attorneys and other professionals will be subject to the terms of any Interim Compensation Order.

(d) Compensation. Compensation, including professional fees and reimbursement of actual and necessary expenses, shall be payable to Ms. Ellis and her professionals from the Debtor's estate, as appropriate, subject to approval of this Court, and in accordance with the terms, conditions and procedures set forth in the Interim Compensation Order. In her role as the Future Claimants' Representative, Ms. Ellis shall be compensated at the rate of $1,250 per hour, subject to periodic adjustment (usually on January 1 of each year) in the ordinary course of her business, plus reimbursement of actual, reasonable and documented out-of-pocket expenses.

(e) Liability Insurance. The Debtor shall pay for the Future Claimants' Representative Liability Insurance, the cost of which is expected to be approximately $100,000 per year and which insurance the Future Claimants' Representative shall obtain once appointed.

(f) Indemnification. The Future Claimants' Representative shall not be liable for any damages, or have any obligation other than as prescribed by order of the Court; provided, however, that the Future Claimants' Representative may be liable for damages caused by willful misconduct or gross negligence. The Future Claimants' Representative shall not be liable to any person as a result of any action or omission taken or made in good faith. The Debtor shall indemnify, defend, and hold harmless Ms. Ellis, her employees and professionals (individually an "Indemnified Party") from all claims against any of them, and all losses, claims, damages or liabilities (or actions in respect thereof) to which any of them may become subject, as a result of or in connection with such party rendering services pursuant to any order approving this Motion or to the Future Claimants' Representative, unless and until it is finally judicially determined that such losses, claims, damages or liabilities were caused by willful misconduct or gross negligence on the part of such Indemnified Party. If before the earlier of (i) the entry of an order confirming a plan of reorganization in this case, and such order having become final and no longer subject to appeal, and (ii) the entry of an order closing this Chapter 11 Case, an Indemnified Party believes that he, she or it is entitled to payment of any amount by the Debtor on account of the Debtor's obligation to indemnify, defend, and hold harmless as set forth herein, including, without limitation, the advancement of defense costs, the Indemnified Party must file an application for such amounts with the Court, and the Debtor may not pay any such amounts to the Indemnified Party before the entry of an order by the Court authorizing such payments. The preceding sentence is intended to specify the period of time during which the Court has jurisdiction over the Debtor's obligations to indemnify, defend and hold harmless as set forth herein, and is not a limitation on the duration of the Debtor's obligation to indemnify any Indemnified Party. In the event that a cause of action is asserted against any Indemnified Party arising out of or relating to the performance of his, her or its duties pursuant to any order approving the Motion or to the Future Claimants' Representative, the Indemnified Party shall have the right to choose his, her or its own counsel. For the avoidance of doubt, gross negligence, willful misconduct, bad faith or fraud on the part of one Indemnified Party shall not preclude indemnification for the other Indemnified Parties. Any such indemnification shall be an allowed administrative expense under section 503(b) of the Bankruptcy Code and shall be paid upon application to and approval of this Court.

(g) Right to Receive Notices. Ms. Ellis and any Court-approved counsel retained by Ms. Ellis in her role as Future Claimants' Representative shall be deemed members of the master service list/Bankruptcy Rule 2002 service list established in this Chapter 11 Case.

(h) Termination of Appointment. Unless otherwise ordered by the Court or provided for in any confirmed plan of reorganization, Ms. Ellis' appointment as the Future Claimants' Representative shall terminate upon the effective date of a plan of reorganization in this Chapter 11 Case or otherwise by written resignation or incapacity to serve.

31. The Debtor believes that the proposed terms of Ms. Ellis' employment are consistent with the terms typically approved by bankruptcy courts for such appointments.

32. For all the foregoing reasons, the Debtor submits that the appointment of Ms. Ellis as the Future Claimants' Representative is in the best interests of the Debtor, its estate, the future talc claimants and all other parties in interest.

Notice

33. Notice of this Motion has been provided to: (a) the U.S. Trustee; (b) the top law firms representing talc claimants against the Debtor; (c) pro se claimants as identified in the Initial Plan solicitation process; (d) counsel to the Debtor's non-debtor affiliates, Johnson & Johnson Holdco (NA) Inc. and Johnson & Johnson; (e) Randi S. Ellis and her counsel; (f) counsel to the Ad Hoc Committee of Supporting Counsel; and (g) any party that has requested notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. In light of the nature of the relief requested herein, the Debtor respectfully submits that no other or further notice need be provided.

WHEREFORE, the Debtor respectfully requests that the Court enter an order substantially in the form submitted herewith: (i) appointing Randi S. Ellis as the Future Claimants' Representative; and (ii) granting such other and further relief to the Debtor as the Court may deem just and proper.

[*Remainder of Page Intentionally Left Blank*]

Dated: October 23, 2024
Houston, Texas

Respectfully submitted,

/s/ John F. Higgins

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PROPOSED ATTORNEYS FOR DEBTOR

Certificate of Service

I certify that on October 23, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtor's claims, noticing and solicitation agent.

*_/s/ John F. Higgins_*
John F. Higgins

EXHIBIT A

Ellis Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: RED RIVER TALC LLC,[1] Debtor.	Chapter 11 Case No. 24-90505 (CML)

DECLARATION OF RANDI S. ELLIS

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Randi S. Ellis declares:

1. I submit this declaration in support of the *Debtor's Motion for an Order Appointing Randi S. Ellis as Legal Representative for Future Talc Claimants* (the "Motion").[2]

2. I am an attorney at law admitted to practice before the state and federal courts in Louisiana and Texas and am a member of the law firm of Randi S. Ellis, LLC (the "Firm"), with offices at 5757 Indian Circle, Houston, TX 77057. I am in good standing with all courts in which I am admitted. My *curriculum vitae* is attached as Schedule 1.

3. On March 18, 2022, I was appointed as the legal representative for future talc claimants in LTL I. See LTL I FCR Appointment Order. I served as the legal representative for future talc claimants in LTL I until that case was dismissed. See In re LTL Mgmt. LLC, No. 21-30589 (MBK) (Bankr. D.N.J. Apr. 4, 2023), Dkt. 3938 at ¶ 10.

4. On May 18, 2023, I was appointed as the legal representative for future talc claimants in LTL II. See LTL II FCR Appointment Order. I served as the legal

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1 The last four digits of the Debtor's taxpayer identification number are 8508. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

2 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

representative for future talc claimants in LTL II until that case was dismissed. See In re LTL Mgmt. LLC, No. 23-12825 (MBK) (Bankr. D.N.J. Aug. 11, 2023), Dkt. 1211 at ¶ 9.

5. On October 18, 2023, I entered into an agreement with LLT (the "Prepetition FCR Agreement") pursuant to which LLT agreed to pay all reasonable and documented fees and out-of-pocket expenses incurred by my professionals and me in connection with my role as prepetition representative for future talc claimants. See Prepetition FCR Agreement at 1-3. To assist me in my role, I selected Bracewell LLP and Walsh Pizzi O'Reilly Falanga LLP as counsel, EconONE Research, Inc. as economic consultant and Bederson LLP as financial advisor. I had previously retained Walsh Pizzi O'Reilly Falanga LLP, EconONE Research, Inc. and Bederson LLP in LTL's bankruptcy cases.

6. I, along with my professionals, engaged in discussions and negotiations with LLT, Johnson & Johnson, the Ad Hoc Committee of Supporting Counsel and their respective counsel regarding issues related to the Initial Plan and the talc litigation. LLT also addressed input from the Ad Hoc Committee of Supporting Counsel and its counsel, as well as me and my counsel on the terms of the Initial Plan. These discussions ultimately culminated in the Initial Plan, and subsequently, following further discussions and developments, the Amended Plan. The vast majority of claimants, as confirmed by the successful vote in favor of the Amended Plan, and I, in my capacity as prepetition representative for future talc claimants, support the Amended Plan, with the understanding that I have not approved the *Confidential Memorandum of Understanding & Agreement Regarding Talc Bankruptcy Plan Support* between Johnson & Johnson, the Debtor and The Smith Law Firm PLLC.

7. In my role as prepetition representative for future talc claimants, my undivided loyalty was to future claimants. Neither the Debtor, its predecessors or affiliates, nor

the Ad Hoc Committee of Supporting Counsel controlled or influenced how my professionals and I advocated on behalf of future talc claimants' best interests.

8. In my proposed fiduciary role as Future Claimants' Representative, I would be able to act in accordance with a duty of independence from the Debtor and other parties in interest in the Chapter 11 Case and a continued duty of undivided loyalty to the future talc claimants. Given my role representing future talc claimants prior to the filing of this Chapter 11 Case, I believe I would be an effective advocate for the best interests of the future talc claimants in this Chapter 11 Case.

9. I submit this declaration in compliance with and to provide disclosures pursuant to Bankruptcy Rule 2014(a). Unless otherwise stated in this declaration, I have personal knowledge of the facts hereinafter set forth. To the extent that any information disclosed herein may require amendment or modification upon further analysis by me or as additional creditor information becomes available or if any new relevant facts or relationships are discovered by me or made known to me, I will submit a supplemental declaration.

10. I and my Firm have performed a conflicts check based on the information provided by the Debtor including the "Interested Parties" list attached hereto as <u>Schedule 2</u>. Based upon such review, to the best of my knowledge, information, and belief, neither I, the Firm, nor any members thereof, insofar as I have been able to ascertain at this time, has any connection with the Debtor, the U.S. Trustee, the Court or any other party in interest in the above-captioned case, or its respective attorneys, except for the following:

(a) I served as the legal representative for future talc claimants in two bankruptcy cases files by the Debtor's predecessor, LLT.

(b) Pursuant to the terms of the Prepetition FCR Agreement, LLT provided my professionals and me an initial retainer (the "<u>Initial Retainer</u>") of $250,000 for our prepetition fees and services on behalf of future talc claimants. The Initial Retainer was held in an escrow account and replenished from time to time. LLT paid my fees and expenses and those of my professionals on a regular basis, including the prepayment of fees and expenses in the weeks leading up to the Petition Date. To the extent that the prepayment of fees and expenses exceeded actual fees and expenses incurred by me and my professionals, the overage was held in trust by me or my relevant professional. As a result, prior to the Petition Date, the Initial Retainer and any overage held in trust (together, the "Retainer") totaled $265,495, which amount was allocated to the Debtor in the 2024 Corporate Restructuring.[3] In total, $638,810.60 was paid to me pursuant to the Prepetition FCR Agreement.[4] Based on my understanding, any amount remaining in the Retainer as of the filing of this Chapter 11 Case may be applied to any fee and expense reimbursement request made by me subject to the terms of any Interim Compensation Order. As of the filing of the Chapter 11 Case, no amounts were owed to me by the Debtor.

(c) The firm of Walsh, Pizzi, O'Reilly, Falanga LLP represented me in my capacity as the legal representative for future claimants in LTL I and LTL II. Walsh, Pizzi, O'Reilly, Falanga LLP and Bracewell LLP represented me in the prepetition negotiations prior to the filing of this Chapter 11 Case.

(d) I and my firm may have worked with or been retained by (e.g., as an arbitrator, neutral, mediator, special master, settlement master or other neutral capacity) professionals that represent a party in interest in this case in other matters and cases wholly unrelated to this Chapter 11 Case.

(e) On April 25, 2024, I was a guest lecturer in *Advanced Topics in Reorganization*, a class taught by former United States Bankruptcy Judge Christopher Sontchi at the University of Chicago. The Honorable Christopher Lopez, United States Bankruptcy Court for the Southern District of Texas, was also a guest lecturer.

11. Neither I, my Firm nor any of my Firm's members hold any direct equity interest in the Debtor.

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[3] Additional prepayment overages are held in trust by my prepetition professionals.

[4] This amount includes fees and expenses through September 16, 2024. While I incurred fees for the period from September 17, 2024, through the Petition Date, the amount of such fees was de minimis and I have waived it.

12. Accordingly, insofar as I have been able to ascertain, except as otherwise disclosed herein, neither I, my Firm, nor any member or associate thereof, has any connection with the Debtor, its disclosed creditors, or any other party in interest, their respective attorneys and accountants, the U.S. Trustee, the Court or any person employed in the Office of the U.S. Trustee. Further, neither I, my Firm, nor any member or associate thereof, insofar as I have been able to ascertain, represents any interest adverse to that of the estate, the Debtor, or any other party in interest in this case.

13. I have no agreement with any other entity to share with such entity any compensation received by me in connection with the Debtor's bankruptcy case, other than with respect to my Firm.

14. Neither I nor my Firm have been employed by, or received any compensation from, the Debtor or any other party in connection with this Chapter 11 Case, nor has any agreement been made as to compensation to be paid, except as provided in the Motion and as disclosed with respect to the Prepetition FCR Agreement.

15. My current hourly billing rate is $1,250. This rate is subject to adjustment, usually on January 1 of each year. If appointed as Future Claimants' Representative in this case, I will seek reimbursement, as allowed pursuant to the Bankruptcy Code, the Bankruptcy Rules and the rules and orders of this Court of my fees at my then applicable rate and expenses.

16. If appointed, it is my intention to engage other professionals to assist me in performing my duties as Future Claimants' Representative. Any such engagements shall be made through application to this Court, and any fees and expenses associated with such

engagements shall be subject to this Court's review and approval, after notice and opportunity for hearing.

17. Consistent with the proposed FCR Appointment Order, the Debtor will pay for the Future Claimants' Representative Liability Insurance, the cost of which is expected to be approximately $100,000 per year and which insurance I shall obtain once appointed.

18. Based on the information available to me, and except as otherwise described herein, I hold no interest adverse to the Debtor and its estate, or to any other party in interest in the Debtor's case, which would preclude my appointment as Future Claimants' Representative.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: October 23, 2024

By: *<u>/s/ Randi S Ellis</u>*
Randi S. Ellis

Schedule 1

Randi S. Ellis
Randi S. Ellis, LLC
5757 Indian Circle
Houston, Texas 77057
randi@randiellis.com **(225) 803-1413**

Randi holds both a bachelor's degree in arts and sciences (1994) and a law degree (1997) from Louisiana State University. She completed the Harvard Law School Program on Negotiation. Before going into private practice, Randi clerked for the Honorable Christine Noland of the U.S. District Court for the Middle District of Louisiana and for the Honorable William Morvant of the Nineteenth Judicial District Court of Louisiana. She also served as an attorney for the Louisiana Legislature Civil Law Committee. Randi worked in private practice for over 12 years before opening her own firm in 2016.

Arbiter, Future Claims Representative, Mediation, Special Master and Trustee

- Appointed by many Courts and selected by the parties to serve as Special Master, Settlement Master, Arbitrator, Neutral, Facilitator, Guardian ad Litem, and Mediator in Multidistrict Litigation, federal, and state cases throughout the United States

- Appointed Future Claims Representative for all future talc claimants for *In re: LTL Management LLC*, Case Nos.: 21-30589 and 23-12825, United States Bankruptcy Court, District of New Jersey and *In re: Kidde-Fenwal, Inc*., Case No. 23-10638, United States Bankruptcy Court, District of Delaware

- Appointed Trustee for the trusts created for the MDL Contingency Fee Fund and Common Benefit Fund for *In re: National Prescription Opiate Litigation, MDL No. 3004* (N.D. Oh. J.P.M.L).

- Served as Special Master in matters involving:

    - Allocating settlement funds to class and mass action claimants (including development and implementation of methodology)
    - Report and Recommendations to the Court on various assignments
    - Final and non-appealable rulings on matters agreed to by the parties
    - Case management from the beginning of the matter through the end or single issue for resolution
    - Pretrial discovery, including resolution of privilege issues
    - Reviewing reasonableness of attorneys' fees and expenses (including resolution of Common Benefit Fund issues)

- Served as arbitrator and mediator in both federal and state cases both by court appointment and by private party selection

- Appointed to serve as attorney chair for medical malpractice cases by plaintiffs and defendants (presided over more than 250 cases)

Professional Licenses

Admitted to Bar: Louisiana, 1997; Texas, 2021

Harvard Law School Program on Negotiation

Randi S. Ellis's Future Claims Representative, Special Master, Mediation, and Settlement Allocation Assignments

Future Claims Representative

- *In re: Kidde-Fenwal, Inc.*, Case No. 23-10638, United States Bankruptcy Court, District of Delaware, Court-Appointed and agreed to by all parties to serve as Future Talc Claims Representative to represent the interests of, appear and act on behalf of, and be a fiduciary to future tort claimants

- *In re: LTL Management LLC,* Case Nos.: 21-30589 and 23-12825, United States Bankruptcy Court, District of New Jersey. Court-Appointed to serve as Future Talc Claims Representative to represent the interests of, appear and act on behalf of, and be a fiduciary to Future Talc Claimants to protect their rights and interests

Multidistrict Litigation

- *In re: Recalled Abbott Infant Formula Products Liability Litigation,* MDL no. 3037 (N.D. Ill. J.P.M.L.) Court-Appointed Settlement Master for mediation and allocation concerning products liability claims alleging injuries related to ingestion of contaminated infant formula

- *In re: Acetaminophen - ASD-ADHD Products Liability Litigation*, MDL no. 3043 (S.D. NY) Court-Appointed Special Master to oversee census data and collection of claims information concerning products liability claims alleging ASD and ADHD as to children born after mother ingested acetaminophen during pregnancy

- *In re: 3M Combat Arms Earplug Products Liability Litigation*, MDL no. 2885 (N.D. Fl. J.P.M.L.) Court-Appointed Special Master for mediating settlement concerning the use of Combat Arms Version 2 earplugs

- *In re: Paraquat Products Liability Litigation*, MDL No. 3004 (S.D. Ill J.P.M.L.) Court-Appointed Special Master to establish discovery protocols and schedule, maintain a database for claims in the MDL and state courts, propose methodology for selection of trial cases, and establish a framework for submission of common benefit time and expenses pertaining to litigation concerning injuries caused by exposure to the herbicide paraquat

- *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Oh. J.P.M.L.) Court-Appointed arbiter to a Fee Panel to oversee a process for allocation and distribution of the MDL Contingency Fee Fund and the Common Benefit Fund consistent with the terms of the Settlement Agreements between certain parties for fees and expenses incurred in furtherance of the opioid litigation, and serve as Trustee to the Trust created for this Fund

- *In re: Roundup Products Liability Litigation*, MDL No. 2741 (N.D. Ca. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging Non-Hodgkin Lymphoma after exposure to glyphosate-based herbicides

- *In re: Testosterone Replacement Therapy Litigation*, MDL No. 2545 (N.D. Ill. J.P.M.L.) Court-Appointed Settlement Master for mediation and allocation concerning products liability claims alleging arterial cardiovascular injuries or injuries related to blood clots in the veins as a result of taking prescription testosterone replacement therapy drugs

- *In re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2570 (S.D. Id. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging injuries after IVC filter was placed in the inferior vena cava to catch blood clots

- I*n re: Sorin 3T Heater-Cooler System Products Liability Litigation*, MDL 2816 (M.D. Pa. J.P.M.L.) Court-Appointed Settlement Master for allocation of personal injury claims alleging serious infections and deaths following invasive surgeries

- *In re: Pradaxa (Dabigatran Etexilate) Products Liability Litigation*, MDL No. 2385 (S.D. Ill. J.P.M.L.) Court-Appointed Special Master for mediation and allocation; allocated $650 million settlement fund to claimants alleging injuries related to anticoagulant pharmaceutical use; mediated and allocated MDL Common Benefit Fees and Expenses; Mediator and allocated state court settlements for CT and CA
- *In re: Coloplast Corp. Pelvic Support Systems Products Liability Litigation (Vaginal Mesh)*, MDL No. 2387 (S.D. W.Va. J.P.M.L.) Mediator concerning products liability claims arising out of vaginal mesh use; Court-Appointed Special Master to allocate aggregate settlement funds for claims against American Medical Services, Boston Scientific, CR Bard, Covidien, Ethicon, and Mentor

- *In re: DePuy Orthopaedics Inc. ASR Hip Implant Products Liability Litigation*, MDL 2197 (N.D. Oh. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging injuries after being implanted with ASR hip device

- *In re: Actos (Pioglitazone) Products Liability Litigation*, MDL No. 2299 (W.D. La. J.P.M.L.) Served as Special Master to allocate aggregate settlement funds to certain group of claimants alleging injuries related to bladder cancer

- *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La. J.P.M.L.) Court-Appointed Mediator for personal injury claims; appointed Court-Designated Neutral for resolution of various matters; developed methodology for allocating $2.3 billion settlement fund to thousands of Gulf of Mexico seafood harvesters who alleged economic damage as a result of the BP oil rig disaster

- *In re: Yasmin and Yaz (Drosporenone) Marketing, Sales Practices and Products Litigation*, MDL No. 2100 (S.D. Ill. J.P.M.L.) Court-Appointed Mediator and Special Master concerning products liability claims arising out of contraceptive use

- *In re: Chinese-Manufactured Drywall Products Liability Litigation*, MDL No. 2047 (E.D. La. J.P.M.L.) Court-Appointed Mediator; secured commitments from more than 600 defendants to global settlement; assisted Special Master with allocation responsibilities for $1.1 billion in settlement for case in which homeowners alleged defendants were responsible for installation of defective drywall

- *In re FEMA Trailer Formaldehyde Products Liability Litigation*, MDL No. 1873 (E.D. La. J.P.M.L.) Deputy Special Master in federal Multidistrict Litigation case to allocate multiple settlement funds to several thousand claimants who alleged chemical exposure while occupying temporary housing after Hurricane Katrina

- *In re Denture Products Liability Litigation*, MDL No. 2051 (S.D. Fla. J.P.M.L.) selected by group of settling products liability plaintiffs to allocate aggregate settlement fund

Other Federal Court Litigation

- *In re: Aearo Technologies LLC, et al.*, Case No. 22-02890 (S.D. In.) Court-Appointed Mediator for the Chapter 11 proceedings related to use of Combat Arms Version 2 earplugs and use of 3M respirators

- *In re: Essure Birth Control Devise Products Liability Litigation*, E.D. Pa. and Ca. state court, Special Master selected by the parties for allocation concerning side effects of coils causing women to experience complications after implantation the birth control device

- *Mass Depakote Litigation*, 12-cv-52, etc. (S.D. Ill.) Court-Appointed Mediator and Special Master for settlement and allocation of claims alleging birth defects arising out of pharmaceutical use

- *Hale, et al. v. State Farm Mutual Automobile Insurance Company, et al.*, 3:12-cv-660 (S.D. Ill.) Court-Appointed Mediator in class action alleging violations of the Racketeer Influenced Corrupt Organizations Act (“RICO”) and deprivation of an impartial forum

- *Suchanek, et al. v. Strum Foods, Inc. et al.*, 3:11-cv-565 (S.D. Ill.) Court-Appointed Mediator to resolve and allocate attorney fee dispute in class action settlement alleging consumer fraud and unjust enrichment

- *Medtronic Infuse Litigation* (multiple jurisdictions) Mediator for products liability claims arising out of bone graft product use; as well as Court-Appointed Special Master for allocation of aggregate settlement fund

- *McClurg et al v. Mallinckrodt, Inc. et al.*, 4:12-cv-00361 (E.D. Mo.) Court-Appointed Mediator and Special Master for settlement and allocation for consolidated actions seeking damages for injuries allegedly sustained as a result of multiple decades of exposure to hazardous, toxic, and radioactive substances

- *In re: Just For Men® Mass Tort Litigation*, 3:16-cv-00638 (S.D. Ill.) Court-Appointed Mediator Facilitator and Special Master for settlement and allocation for mass action involving claimants alleging adverse reactions and personal injuries suffered from product use

- *St. Jude Medical Spinal Cord Stimulator Products* (multiple jurisdictions) Mediator and Allocation Neutral for claims arising out of the use of spinal cord stimulator systems

- *In re: Swift Energy Company, et al.*, 13-05552 (E.D. La.) Mediator and Settlement Administrator for claims alleging property damage from oil release to oyster leases

- *Avandia Deceptive Marketing Litigation* (multiple jurisdictions) Mediator for products liability claims by certain attorneys general arising out of allegations of deceptive marketing of diabetes pharmaceutical

- *Ian Pollard, et al. v. Remington Arms Co., et al.*, 4:13-00086 (W.D. Mo.) Mediator for products liability claims arising out of gun use

- *Jeff Simmons, et al. v. Sabine River Authority of Louisiana, et al*., 2:11-cv-00588 (W.D. La.) Special Master for allocation of class settlement funds to claimants who alleged that they had suffered flood damages due to the opening of a nearby dam

- *John Burford, et al. v. Cargill, Inc.*, 05-0283 (W.D. La.) assisted Special Master to disburse nationwide class settlement funds to thousands of farmers in 47 states who used allegedly defective dairy feed product

State Court Litigation

- *Risperdal and Invega Product Liability Cases* (Pa. and Ca.) Mediator and Special Master for settlement and allocation of actions pending in state courts alleging personal injury arising out of pharmaceutical use

- *Paul Thompson, et al. v. Williams Companies, Inc*. and *Bailey, et al v. Williams Olefins, LLC, et al*., 72,701 (La. 18th J.D.C.) Mediator and Court Appointed Special Master for settlement and allocations for claims arising out of personal injuries from plant explosion

- *Noretta Thomas, et al. v. A. Wilbert & Sons, L.L.C., et al*., 55,127 (La. 18th J.D.C.) Special Master for allocation of class settlement funds to several thousands of residents of and visitors to trailer park in settlement with trailer park owner for ground water contamination claims; Court-Appointed Special Master to allocate attorneys' fees; Court-Appointed Special Master to allocate class settlement funds to several thousand landowners in settlement with chemical plant owner for chemical pollution claims

- *Toussaint Battley, Sr., et al. v. Pointe Coupee Parish Police Jury, et al.*, 41,792 (La. 18th J.D.C.) Special Master for allocation of class settlement funds to property owners damaged by flood

- *Carey C. Abbott, et al v. Waste Management, Inc., et al.*, 87,182 (La. 21st J.D.C.) Special Master for allocation of settlement funds to residents affected by environmental contamination

- *Mark S. Creech, et al. v. Acadian Ambulance Service, Inc.*, 61,236 (La. 18th J.D.C.) Court-Appointed Special Master for allocation of settlement funds to insurance policyholders in class action requesting payment reimbursement

- *Keisha Desselle, et al. v. Acadian Ambulance Service, Inc.*, 2010-5885 (La. 12th J.D.C.) Court-Appointed Special Master for allocation of settlement funds to insurance policyholders in class action requesting payment reimbursement

- *Rita H. Holzenthal, et al. v. Sewerage & Water Board of New Orleans*, 2001-16969 (La. C.D.C.) assisted Special Master to allocate settlement to persons allegedly affected by New Orleans Sewerage and Water Board project

- *Kristen M. Rhodes v. BG Estate Servs., Inc*., et al., 2001-18355 (La. C.D.C.) assisted Special Master to allocate class settlement funds to persons allegedly affected by mold exposure

- *Arthur Schexnayder, Jr., et al. v. Entergy Louisiana, Inc., et al*., 28,907 (La. 23rd J.D.C.) assisted Special Master to allocate of class settlement funds to property owners in more than 20 parishes against utility company for alleged trespass claims

- *Ivan Guidry, et al. v. City of Denham Springs*, 28,907 (La. 21st J.D.C.) assisted Court-Appointed Arbitrator to allocate settlement funds among claimants who were allegedly affected by wastewater contamination

- *In re Honeywell, July 20, 2003, Chlorine Release*, 511,626 (La. 19th J.D.C.) assisted Special Master to allocate class settlement funds to several thousand persons allegedly affected by two separate releases from chemical plant; assisted Special Master to allocate attorneys' fees

Additional case information and references available.

Schedule 2

Red River Talc LLC
Potentially Interested Parties as of September 4, 2024

Debtor
Red River Talc LLC

Direct Equity Owner of Debtor
Johnson & Johnson Holdco (NA) Inc.

Debtor's Direct Non-Debtor Subsidiary
Royalty A&M LLC

Other Non-Debtor Affiliates
ABD Holding Company, Inc.
ABIOMED AUSTRALIA PTY LTD
ABIOMED COMMERCIAL, LLC
Abiomed Europe GmbH
Abiomed Europe GmbH, Aachen, Zweigniederlassung Zug
Abiomed Japan K.K.
ABIOMED R&D, Inc.
ABIOMED SARL
ABIOMED SINGAPORE PTE. LTD.
ABIOMED, Inc.
ABIOMED, LTD.
Acclarent, Inc.
Actelion Pharmaceuticals Ltd
Actelion Pharmaceuticals Trading (Shanghai) Co., Ltd.
Actelion Pharmaceuticals US, Inc.
Actelion Treasury Unlimited Company
AIS GmbH Aachen Innovative Solutions
Albany Street LLC
ALZA Corporation
Alza Land Management, Inc.
AMO (Hangzhou) Co., Ltd.
AMO (Shanghai) Medical Devices Trading Co., Ltd.
AMO ASIA LIMITED
AMO Australia Pty Limited
AMO Canada Company
AMO Denmark ApS
AMO Development, LLC
AMO France
AMO Germany GmbH
AMO Groningen B.V.
AMO International Holdings Unlimited Company
AMO Ireland
AMO Italy SRL
AMO Japan K.K.
AMO Manufacturing USA, LLC
AMO Netherlands BV
AMO Norway AS
AMO Puerto Rico Manufacturing, Inc.
AMO Sales and Service, Inc.
AMO Singapore Pte. Ltd.
AMO Spain Holdings, LLC
AMO Switzerland GmbH
AMO United Kingdom, Ltd.
AMO Uppsala AB
Anakuria Therapeutics, Inc.
AorTx, Inc.
Apsis
Aragon Pharmaceuticals, Inc.
Asia Pacific Holdings, LLC
Atrionix, Inc.
AUB Holdings LLC
Auris Health, Inc.
Bandol Merger Sub, Inc.
BeneVir BioPharm, Inc.
Berna Rhein B.V.
BioMedical Enterprises, Inc.
Biosense Webster (Israel) Ltd.
Biosense Webster, Inc.
Breethe, Inc.
C Consumer Products Denmark ApS
Cerenovus, Inc.
Charm Merger Sub, Inc.
ChromaGenics B.V.
Cilag AG
Cilag GmbH International
Cilag Holding AG
Cilag Holding Treasury Unlimited Company
Cilag-Biotech, S.L.
Coherex Medical, Inc.
Cordis de Mexico, S.A. de C.V.
Corimmun GmbH
CoTherix Inc.
CRES Holdings, Inc.
CrossRoads Extremity Systems, LLC
CSATS, Inc.
DePuy Hellas SA
DePuy International Limited
DePuy Ireland Unlimited Company

DePuy Mexico, S.A. de C.V.
DePuy Mitek, LLC
DePuy Orthopaedics, Inc.
DePuy Products, Inc.
DePuy Spine, LLC
DePuy Synthes Institute, LLC
DePuy Synthes Products, Inc.
DePuy Synthes Sales, Inc.
DePuy Synthes, Inc.
Dutch Holding LLC
ECL7, LLC
ECP Entwicklungsgesellschaft mbH
EES Holdings de Mexico, S. de R.L. de C.V.
EES, S.A. de C.V.
EIT Emerging Implant Technologies GmbH
Ethicon Endo-Surgery (Europe) GmbH
Ethicon Endo-Surgery, Inc.
Ethicon Endo-Surgery, LLC
Ethicon LLC
Ethicon Sarl
Ethicon US, LLC
Ethicon Women's Health & Urology Sarl
Ethicon, Inc.
Ethnor (Proprietary) Limited
Ethnor del Istmo S.A
Ethnor Farmaceutica, S.A.
Finsbury (Development) Limited
Finsbury (Instruments) Limited
Finsbury Medical Limited
Finsbury Orthopaedics International Limited
Finsbury Orthopaedics Limited
FMS Future Medical System SA
GATT Technologies B.V.
GBSC Division of Janssen Biologics B.V.
GH Biotech Holdings Limited
GMED Healthcare BV
Guangzhou Bioseal Biotech Co., Ltd.
Hansen Medical Deutschland GmbH
Hansen Medical International, Inc.
Hansen Medical UK Limited
Hansen Medical, Inc.
Healthcare Services (Shanghai) Ltd.
I.D. Acquisition Corp.
Innomedic Gesellschaft für innovative
Medizintechnik und Informatik mbH
J & J Company West Africa Limited
J&J Argentina S.A.
J&J Pension Trustees Limited
J&J Productos Medicos & Farmaceuticos del Peru S.A.
J.C. General Services BV
Janssen (Scientific Office)
Janssen Biologics B.V.
Janssen Biotech, Inc.
Janssen Cilag Farmaceutica S.A.
Janssen Cilag S.p.A.
Janssen Cilag SPA
Janssen Cilag, C.A.
Janssen Egypt LLC
Janssen Farmaceutica Portugal Lda
Janssen France Treasury Unlimited Company
Janssen Global Services, LLC
Janssen Inc.
Janssen Irish Finance Unlimited Company
Janssen Japan Treasury Unlimited Company
Janssen Korea Ltd.
Janssen Mexico Treasury Unlimited Company
Janssen Oncology, Inc.
Janssen Ortho LLC
Janssen Pharmaceutica (Proprietary) Limited
Janssen Pharmaceutica NV
Janssen Pharmaceutical K.K.
Janssen Pharmaceutical Sciences Unlimited Company
Janssen Pharmaceutical Unlimited Company
Janssen Pharmaceuticals, Inc.
Janssen Products, LP
Janssen R&D Ireland Unlimited Company
Janssen Research & Development, LLC
Janssen Sciences Ireland Unlimited Company
Janssen Scientific Affairs, LLC
Janssen Scientific Office (Syria)
Janssen Supply Group, LLC
Janssen Vaccines & Prevention B.V.
Janssen Vaccines Corp.
Janssen-Cilag
Janssen-Cilag (New Zealand) Limited
Janssen-Cilag A/S
Janssen-Cilag AG
Janssen-Cilag Aktiebolag
Janssen-Cilag AS
Janssen-Cilag B.V.
Janssen-Cilag d.o.o. Beograd
Janssen-Cilag de Mexico S. de R.L. de C.V.
Janssen-Cilag Farmaceutica Lda.
Janssen-Cilag Farmaceutica Ltda.
Janssen-Cilag GmbH
Janssen-Cilag International NV
Janssen-Cilag Kft.
Janssen-Cilag Limited
Janssen-Cilag Manufacturing, LLC

Janssen-Cilag NV
Janssen-Cilag OY
Janssen-Cilag Pharma GmbH
Janssen-Cilag Pharmaceutical S.A.C.I.
Janssen-Cilag Polska, Sp. z o.o.
Janssen-Cilag Pty Ltd
Janssen-Cilag S.A.
Janssen-Cilag s.r.o.
Janssen-Cilag, S.A.
Janssen-Cilag, S.A. de C.V.
Janssen-Pharma, S.L.
J-C Health Care Ltd.
Jevco Holding, Inc.
JJ Surgical Vision Spain, S.L.
JJ Surgical Vision Spain, S.L. - Sucursal EM Portugal
JJC Acquisition Company B.V.
JJHC, LLC
JJSV Belgium BV
JJSV Manufacturing Malaysia SDN. BHD.
JJSV Norden AB
JJSV Norden AB, filial i Finland
JJSV Produtos Oticos Ltda.
JNJ Global Business Services s.r.o.
JNJ Holding EMEA B.V.
JNJ International Investment LLC
JNTL (Russia) HoldCo LLC
Johnson & Johnson
Johnson & Johnson (Angola), Limitada
Johnson & Johnson (Australia) Pty Ltd
Johnson & Johnson (Canada) Inc.
Johnson & Johnson (China) Investment Ltd.
Johnson & Johnson (Ecuador) S.A.
Johnson & Johnson (Hong Kong) Limited
Johnson & Johnson (Ireland) Limited
Johnson & Johnson (Kenya) Limited
Johnson & Johnson (Middle East) Inc.
Johnson & Johnson (Mozambique), Limitada
Johnson & Johnson (Namibia) (Proprietary) Limited
Johnson & Johnson (New Zealand) Limited
Johnson & Johnson (Philippines), Inc.
Johnson & Johnson (Private) Limited
Johnson & Johnson (Singapore) HoldCo LLC
Johnson & Johnson (Trinidad) Limited
Johnson & Johnson (Vietnam) Co., Ltd
Johnson & Johnson AB
Johnson & Johnson AG
Johnson & Johnson Bulgaria EOOD
Johnson & Johnson d.o.o.
Johnson & Johnson de Chile S.A.
Johnson & Johnson de Mexico, S.A. de C.V.
Johnson & Johnson de Uruguay S.A.
Johnson & Johnson do Brasil Industria E Comercio de Produtos Para Saude Ltda.
Johnson & Johnson Dominicana, S.A.S.
Johnson & Johnson Enterprise Innovation Inc.
Johnson & Johnson European Treasury Unlimited Company
Johnson & Johnson Finance Corporation
Johnson & Johnson Finance Limited
Johnson & Johnson Financial Services GmbH
Johnson & Johnson for Export and Import LLC
Johnson & Johnson Gateway, LLC
Johnson & Johnson GT, Sociedad Anónima
Johnson & Johnson Health Care Systems Inc.
Johnson & Johnson Healthcare SPC
Johnson & Johnson Hemisferica S.A.
Johnson & Johnson Holdco (NA) Inc.
Johnson & Johnson Holding GmbH
Johnson & Johnson Holdings (Austria) GmbH
Johnson & Johnson Innovation - JJDC, Inc.
Johnson & Johnson Innovation Limited
Johnson & Johnson Innovation LLC
Johnson & Johnson International
Johnson & Johnson International (Singapore) Pte. Ltd.
Johnson & Johnson International Financial Services Unlimited Company
Johnson & Johnson Irish Finance Company Limited
Johnson & Johnson K.K.
Johnson & Johnson Kazakhstan Limited Liability Partnership
Johnson & Johnson Kft.
Johnson & Johnson LLC
Johnson & Johnson Management Limited
Johnson & Johnson Medical (China) Ltd.
Johnson & Johnson Medical (Proprietary) Ltd
Johnson & Johnson Medical (Shanghai) Ltd.
Johnson & Johnson Medical (Suzhou) Ltd.
Johnson & Johnson Medical B.V.
Johnson & Johnson Medical Devices & Diagnostics Group - Latin America, L.L.C.
Johnson & Johnson Medical GmbH
Johnson & Johnson Medical Greece Single Member S.A.
Johnson & Johnson Medical Korea Ltd.
Johnson & Johnson Medical Limited

Johnson & Johnson Medical Mexico, S.A. de C.V.
Johnson & Johnson Medical NV
Johnson & Johnson Medical Products GmbH
Johnson & Johnson Medical Pty Ltd
Johnson & Johnson Medical S.A.
Johnson & Johnson Medical S.p.A.
Johnson & Johnson Medical SAS
Johnson & Johnson Medical Saudi Arabia Limited
Johnson & Johnson Medical Taiwan Ltd.
Johnson & Johnson Medical, S.C.S.
Johnson & Johnson Medikal Sanayi ve Ticaret Limited Sirketi
Johnson & Johnson MedTech (Thailand) Ltd.
Johnson & Johnson Medtech Colombia S.A.S.
Johnson & Johnson Medtech CR Limitada
Johnson & Johnson MENA RHQ Limited
Johnson & Johnson Middle East - Scientific Office
Johnson & Johnson Middle East FZ-LLC
Johnson & Johnson Morocco Societe Anonyme
Johnson & Johnson Nordic AB
Johnson & Johnson Pakistan (Private) Limited
Johnson & Johnson Pharmaceutical Ltd.
Johnson & Johnson Poland Sp. z o.o.
Johnson & Johnson Private Limited
Johnson & Johnson Romania S.R.L.
Johnson & Johnson S.E. d.o.o.
Johnson & Johnson S.E., Inc.
Johnson & Johnson SDN. BHD.
Johnson & Johnson Services, Inc.
Johnson & Johnson Sociedade Previdenciaria (Non Profit)
Johnson & Johnson Surgical Vision India Private Limited
Johnson & Johnson Surgical Vision, Inc.
Johnson & Johnson Taiwan Ltd.
Johnson & Johnson Trading Limited
Johnson & Johnson UK Treasury Company Limited
Johnson & Johnson Ukraine II LLC
Johnson & Johnson Urban Renewal Associates
Johnson & Johnson Vision Care (Australia) Pty Ltd
Johnson & Johnson Vision Care (Shanghai) Ltd.
Johnson & Johnson Vision Care Ireland Unlimited Company
Johnson & Johnson Vision Care, Inc.
Johnson & Johnson Vision Korea, Ltd.
Johnson & Johnson, Lda
Johnson & Johnson, S.A.
Johnson & Johnson, s.r.o.
Johnson and Johnson Sihhi Malzeme Sanayi Ve Ticaret Limited Sirketi
JOM Pharmaceutical Services, Inc.
La Concha Land Investment Corporation
Laminar, Inc.
LLT Management LLC
McNeil Panama, LLC
Medical Device Business Services, Inc.
Medical Devices & Diagnostics Global Services, LLC
Medos International Sarl
Medos Sarl
Medos Sàrl, succursale de Neuchâtel (Branch)
MegaDyne Medical Products, Inc.
Menlo Care De Mexico, S.A. de C.V.
Mentor B.V.
Mentor Deutschland GmbH
Mentor Medical Systems B.V.
Mentor Partnership Holding Company I, LLC
Mentor Texas GP LLC
Mentor Texas L.P.
Mentor Worldwide LLC
Middlesex Assurance Company Limited
Momenta Pharmaceuticals, Inc.
Netherlands Holding Company
Neuravi Limited
NeuWave Medical, Inc.
NuVera Medical, Inc.
Obtech Medical Mexico, S.A. de C.V.
OBTECH Medical Sarl
OMJ Holding GmbH
OMJ Pharmaceuticals, Inc.
Omrix Biopharmaceuticals Ltd.
Omrix Biopharmaceuticals NV
Omrix Biopharmaceuticals, Inc.
Ortho Biologics LLC
Ortho Biotech Holding LLC
Orthospin Ltd.
Orthotaxy
Patriot Pharmaceuticals, LLC
Pecos River Talc LLC
Percivia LLC
preCARDIA
Princeton Laboratories, Inc.

Proleader S.A.
Prosidyan, Inc.
PT Johnson and Johnson Indonesia Two
Pulsar Vascular, Inc.
Regency Urban Renewal Associates
RespiVert Ltd.
Royalty A&M LLC
Rutan Realty LLC
Scios LLC
Serhum S.A. de C.V.
Serotiny, Inc.
Spectrum Vision Limited Liability Partnership
SterilMed, Inc.
Surgical Process Institute Deutschland GmbH
Synthes Costa Rica S.C.R., Limitada
SYNTHES GmbH
Synthes GmbH
Synthes Holding AG
Synthes Holding Limited
SYNTHES Medical Immobilien GmbH
Synthes Medical Surgical Equipment & Instruments Trading LLC
Synthes Produktions GmbH
Synthes S.M.P., S. de R.L. de C.V.
Synthes Tuttlingen GmbH
Synthes USA Products, LLC
Synthes USA, LLC
Synthes, Inc.
TalCo LLC
TARIS Biomedical LLC
TearScience, Inc.
The Anspach Effort, LLC
Tibotec, LLC
Torax Medical, Inc.
UAB "Johnson & Johnson"
Verb Surgical Inc.
Vision Care Finance Unlimited Company
WH4110 Development Company, L.L.C.
Xian Janssen Pharmaceutical Ltd.
XO1 Limited

Managers and Officers of the Debtor

John Bittner
John Kim
Richard Dickinson
Robert Wuesthoff
Russell Deyo

Major Current Business Affiliations of Debtor's Managers

Migration Policy Institute
Miller Center for Community Protection & Reliance, Eagleton Institute of Politics, Rutgers University
National Center for State Courts
National Council, McLean Hospital
One Mind

Depository and Disbursement Banks

Bank of America, N.A.

Parties to Material Contracts With the Debtor

Johnson & Johnson
Johnson & Johnson Holdco (NA) Inc.
Johnson & Johnson Services, Inc.

Significant Co-Defendants in Talc-Related Litigation

3M Company
A.O. Smith Corporation
Albertsons Companies, Inc.
Avon Products, Inc.
Barretts Minerals, Inc.
BASF Catalysts LLC
Block Drug Company, Inc.
Borg Warner Morse Tec, Inc.
Brenntag North America
Brenntag Specialties, Inc.
Bristol-Myers Squibb Company
Carrier Corporation
Chanel, Inc.
Charles B. Chrystal Co., Inc.
Chattem, Inc.
Colgate-Palmolive Company
Conopco Inc.
Costco Wholesale Corporation
Coty, Inc.
Crane Co.
CVS Health Corporation
CVS Pharmacy, Inc.
Cyprus Amax Minerals Company
Cyprus Mines Corporation
Dana Companies, LLC

DAP Products, Inc.
Dollar General Corporation
Duane Reade Inc.
Eaton Corporation
Eli Lilly and Company
Elizabeth Arden, Inc.
Estee Lauder Inc.
Family Dollar Stores Inc.
Flowserve US, Inc.
FMC Corporation
Food 4 Less of California, Inc.
Ford Motor Company
Foster Wheeler, LLC
Gardner Denver, Inc.
General Electric Company
Genuine Parts Company
Goodyear Tire & Rubber Co.
Goulds Pumps, LLC
Grinnell LLC
Honeywell International, Inc.
Imerys Talc America, Inc.
Imerys USA, Inc.
IMO Industries Inc.
John Crane, Inc.
K&B Louisiana Corporation
Kaiser Gypsum Company, Inc.
Kenvue Inc.
Kmart Corporation
Kolmar Laboratories
Longs Drug Stores California
L'Oreal USA, Inc.
Lucky Stores, Inc.
Macy's, Inc.
Mary Kay Inc.
Maybelline LLC
Metropolitan Life Insurance Company
Noxell Corporation
Personal Care Products Council
Pfizer, Inc.
Pharma Tech Industries, Inc.
Pneumo Abex, LLC
PTI Royston, LLC
Publix Super Markets, Inc.
R.T. Vanderbilt Holding Company, Inc.
Ralphs Grocery Company
Revlon Consumer Products Corporation
Revlon, Inc.
Rite Aid Corporation
Safeway, Inc.
Sanofi-Aventis U.S. LLC
Shulton, Inc.
Specialty Minerals Inc.
Target Corporation
The Dow Chemical Company
The Estee Lauder Companies, Inc.
The Kroger Co.
The Procter & Gamble Company
Thrifty Payless, Inc.
Unilever Home & Personal Care USA
Union Carbide Corporation
Vanderbilt Minerals, LLC
ViacomCBS, Inc.
Walgreen Co.
Walmart, Inc.
Warren Pumps, LLC
Whittaker Clark & Daniels, Inc.
Wyeth Holdings LLC
Yves Saint Laurent America, Inc.

Debtor's Proposed Professionals and Claims Agent

Accordion Partners, LLC
Bates White LLC
Epiq Corporate Restructuring LLC
Jones Day
King & Spalding LLP
McCarter & English, LLP
Orrick, Herrington, & Sutcliffe, LLP
Porter Hedges LLP
Shook, Hardy & Bacon L.L.P.
Skadden, Arps, Slate, Meager & Flom LLP
Weil Gotshal & Manges LLP

Debtor's Proposed Significant Ordinary Course Professionals, Consultants and Service Providers

Barnes & Thornburg LLP
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.
Blake, Cassels & Graydon LLP
Blank Rome LLP
Butler Snow LLP

Damon Key Leong Kupchak Hastert
Faegre Drinker Biddle & Reath LLP
Gibson, Dunn & Crutcher LLP
Goldman Ismail Tomaselli Brennan & Baum
Hartline Barger LLP
HeplerBroom LLC
Irwin Fritchie Urquhart & Moore LLC
Jones, Skelton & Hochuli, P.L.C.
Kirkland & Ellis LLP
Morgan Lewis
Nutter McClennen & Fish LLP
Patterson Belknap Webb & Tyler LLP
Paul Weiss
Proskauer Rose LLP
Quattlebaum, Grooms & Tull PLLC
Schnader Harrison Segal & Lewis
Schwabe, Williamson & Wyatt PC
Sidley Austin LLP
Sullivan Whitehead & Deluca LLP
Tucker Ellis LLC
Willcox & Savage, P.C.

Known Professionals for Certain Non-Debtor Parties in Interest

Barnes & Thornburg, LLP
Cravath, Swaine & Moore
White & Case LLP

Proposed Future Claimants' Representative and Her Proposed Professional

Bederson LLP
EconONE Research, Inc.
Randi S. Ellis
Walsh Pizzi O'Reilly Falanga LLP
Bracewell LLP

Material Potentially Indemnified Parties

Bausch & Lomb Americas Inc.
Bausch & Lomb Incorporated
Bausch + Lomb Corporation
Bausch Health Americas, Inc.
Bausch Health Companies Inc.
Bausch Health US, LLC
Cyprus Mines Corporation
Cyprus Talc Corp.
Imerys Talc America, Inc.
Imerys Talc Vermont, Inc.
Luzenac America, Inc.
Pharma Tech Industries, Inc.
PTI Royston, LLC
PTI Union, LLC d/b/a Pharma Tech Industries
Rio Tinto America, Inc.
RTZ America, Inc.
Valeant Pharmaceuticals International, Inc.
Valeant Pharmaceuticals North America LLC
Windsor Minerals Inc.

Law Firms with Significant Representations of Talc Claimants

Andres Pereira Law Firm
Andrew Thornton Higgins Razmara LLP
Ashcraft & Gerel
Aylstock, Witkin, Kreis & Overholtz PLLC
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C
De la Rosa Law Firm
Duncan Stubbs
Johnson Law Group
Linville Law Group
McDonald Worley PC
Morelli Law Firm, PLLC
Nachawati Law Group
Napoli Shkolnik, PLLC
OnderLaw, LLC
Paul LLP
Pulaski Kherkher PLLC
Rueb Stoller Daniel
Schneider Wallace Cottrell Konecky
Slater Slater Schulman LLP
The Miller Firm, LLC
The Smith Law Firm PLLC
Trammell PC
Watts Guerra LLP

Key Parties in *Imerys Talc America, Inc.* and *Cyprus Mines Corp.* Chapter 11 Cases

Cyprus Amax Minerals Company
Cyprus Mines Corporation
Cyprus Talc Corporation
Imerys S.A.
Imerys Talc America, Inc.
Imerys Talc Italy S.p.A.
Imerys Talc Vermont, Inc. (fka Windsor Minerals Inc.)
James L. Patton
Kenneth R. Feinberg
Luzenac America, Inc.
Official Committee of Tort Claimants (*In re Imerys Talc America, Inc.*)
Official Committee of Tort Claimants (*In re Cyprus Mines Corp.*)
Roger Frankel
The Gallagher Group
Timothy Gallagher

Debtor's Insurers

A.G. Securitas
ACE Property & Casualty Insurance Company
Aetna Casualty and Surety Company
Affiliated FM Ins. Company
AIG Europe S.A.
AIG Property and Casualty Company
AIU Ins. Company
Allianz Global Risks US Insurance Company
Allianz Ins. Company
Allstate Insurance Company
American Centennial Ins. Company
American Motorists Ins. Company
American Re-Insurance Company
Arrowood Indemnity Company
ASR Schadeverzekering N.V.
Assurances Generales De France
Assurantiekantoor VanWijk & Co.
Atlanta International Insurance Company, n/k/a Wellfleet New York Insurance Company
Birmingham Fire Ins. Company
Birmingham Fire Ins. Company of Pennsylvania
Central National Ins. Company of Omaha
Century Indemnity Company
Champion Dyeing Allocation Year
Chubb
City Ins. Company
Colonia Versicherungs AG, Koln
Company of N.Y.
Continental Insurance Company
Darag Deutsche Versicherungs-Und
Drake Ins. Company of New York
Employers Ins. Company of Wausau
Employers Ins. of Wausau
Employers Mutual Casualty Company
Eurinco Allgemeine
Eurinco Allgemeine Versicherungs AG, Dusseldorf
Everest Reinsurance Company
Fireman's Fund Ins. Company
First State Ins. Company
GAP
Gibraltar Casualty Company
Granite State Ins. Company
Great American
Great Northern Ins. Company
Great Southwest Fire Ins. Company
Groupe Drouot
Harbor Ins. Company
Hartford Accident and Indemnity Company
Home Ins. Company
Ideal Mutual Ins. Company
Industrial Indemnity Company
Ins. Company of North America
Ins. Company of the State of Pennsylvania
Ins. Corporation of Singapore Limited
Integrity Ins. Company
International Ins. Company
International Surplus Lines Ins. Company
Lexington Ins. Company
London Guarantee and Accident
London Guarantee and Accident Company of N.Y.
L'Union Atlantique S.A. d'Assurances
Maas Lloyd
Mead Reinsurance Corporation

Middlesex Assurance Company
Midland Ins. Company
Midstates Reinsurance Corp.
Mission Ins. Company
Mission National Ins. Company
Munich Reinsurance America, Inc.
Mutual Fire, Marine, & Inland Ins. Company
N.V. De Ark
N.V. Rotterdamse Assurantiekas
N.V. Schadeverzekeringsmaatschappij
N.V. Schadeverzekeringsmaatschappij Maas Lloyd
National Casualty Company
National Union Fire Ins. Company
National Union Fire Ins. Company of Pittsburgh, PA
Nationwide
New Hampshire Ins. Company
North River Ins. Company
Northbrook Excess and Surplus Ins. Company
Northeastern Fire Ins. Company of Pennsylvania
Pacific Employers Ins. Company
ProSight
Prudential Reinsurance Company
Puritan Insurance Company
Republic Indemnity Company of America
Republic Ins. Company
Republic Western Ins. Company
Repwest Insurance Company
Resolute Management Inc.
Rheinland Versicherungen
Rheinland Verzekeringen
Riverstone Insurers
Royal Belge I.R., S.A. d'Assurances
Royal Indemnity Company
Royal Ins. Company
Rückversicherungs-AG
Safety Mutual Casualty Corporation
Safety National Casualty Corporation
Seguros La Republica SA
Sentry Insurance A Mutual Company
Southern American Ins. Company
Starr Indemnity & Liability Company
TIG Insurance Company
Transamerica Premier
Transamerica Premier Insurance Company
Transit Casualty Company
Travelers Casualty and Surety Company
UAP
Union Atlantique d'Assurances S.A.
Union Indemnity Ins. Company of New York
Versicherungs AG, Dusseldorf
Westchester Fire Insurance Company
Westport/Puritan Ins. Company
Westport Insurance Corporation
XL Ins. Company

Claims Reviewer
Archer Systems LLC

The Office of the United States Trustee – Region 7 – Southern District of Texas
Alethea Caluza
Alicia Barcomb
Alina Samko-Yu
Andrew Jimenez
Christopher R. Travis
Christy Simmons
Glenn Otto
Gwen Smith
Ha Nguyen
Hector Duran
Ivette Gerhard
Jana Whitworth
Jayson B. Ruff
Linda Motton
Luci Johnson-Davis
Millie Aponte Sall
Samantha Chilton
Vianey Garza
Yasmine Rivera

Bankruptcy Judges for the Southern District of Texas
Christopher M. Lopez
Eduardo V. Rodriguez
Jeffrey P. Norman
Marvin Isgur

EXHIBIT B

Prepetition FCR Agreement

LTL Management LLC
501 George Street
New Brunswick, New Jersey 08933

October 18, 2023

Randi S. Ellis
Randi S. Ellis, LLC
5757 Indian Circle
Houston, Texas 77057

Re: Expense Reimbursement Agreement

Dear Ms. Ellis:

Subject to the terms and conditions set forth in this agreement, we understand that you have agreed to serve as the prepetition legal representative for future claimants (the "Future Claimants Representative" or "FCR") in connection with discussions and negotiations with LTL Management LLC ("LTL") and other parties regarding a potential prepackaged plan of reorganization for LTL under chapter 11 of title 11 of the United States Code. The purpose of the FCR is to protect the rights of persons that might subsequently assert claims against LTL or certain of its affiliates or other parties based on exposure to talc and/or asbestos for which LTL may be alleged to be liable.

The purpose of this letter agreement (this "Reimbursement Agreement") is, among other things, to confirm that LTL has agreed to be fully liable for and pay the reasonable and documented fees and out-of-pocket expenses of the FCR and the FCR Professionals (defined below) for the period from date this agreement is executed by the parties through the date of termination of this Reimbursement Agreement (together, the "Fees and Expenses").

We further understand that you will bill your time at an hourly rate of $1,150.00, which may be modified from time to time in the ordinary course of business. We understand you have selected Walsh Pizzi O'Reilly Falanga LLP as counsel, EconONE Research, Inc. as economic consultant to assist, among other things, with claims estimation, and Bederson LLP as financial advisor (collectively, along with any additional counsel or advisors you may retain in your service as FCR, the "FCR Professionals"). In the event that you may hire advisors to assist you in your role as FCR, you agree to notify LTL promptly of such hiring. The retention of the FCR Professionals by you in your capacity as FCR shall be on an hourly basis at their standard hourly rates as established from time to time by them.

Notwithstanding LTL's obligation to pay the Fees and Expenses in accordance with this Reimbursement Agreement, the parties understand and acknowledge that the sole responsibility and loyalty of the FCR and the FCR Professionals is to future claimants. Service in your respective roles as the FCR and the FCR Professionals is not intended, and shall not be construed, to render the FCR or the FCR Professionals employees of LTL; and LTL shall have no right to control or influence how the FCR or the FCR Professionals carry out their duties. Likewise, LTL acknowledges and agrees that the FCR is the FCR Professionals' client, that the FCR Professionals will in no way be deemed to represent LTL and that no attorney-client relationship between the

FCR Professionals and LTL is or will be created or reflected hereby. LTL further acknowledges and agrees that nothing in this Reimbursement Agreement shall, directly or indirectly, by implication or otherwise, waive or be deemed to constitute a waiver of, or otherwise prejudice in any manner whatsoever, applicable privileges (if any), including without limitation, the attorney-client privilege, covering all communication and correspondence between the FCR Professionals and the FCR and any work product and analyses prepared by or on behalf of the FCR Professionals or the FCR.

The FCR and the FCR Professionals shall provide LTL reasonably detailed monthly invoices reflecting their fees and expenses incurred each month, except that they shall have no obligation to provide detail that would reveal privileged or client confidential information.

LTL will timely cooperate with your requests for information concerning LTL's business affairs, its assets and liabilities, relevant insurance policies, the relationship between the LTL and its parent and affiliated companies, and any other due diligence items you and your FCR Professionals may reasonably determine to review and familiarize yourself with pursuant to your duties as FCR. Any confidential information concerning LTL shared with you or the FCR Professionals shall be subject to any protective order entered in a Chapter 11 Case and/or other non-disclosure agreement to be agreed between the parties.

We further understand that in light of the nature of the engagement currently contemplated, as a condition to your engagement, your and the FCR Professionals require from LTL a retainer (the "Retainer") at this time of $250,000.00. The Retainer will be held in an escrow account as security for unpaid fees and expenses of you and the FCR Professionals and will not earn interest. The Retainer is fully refundable to LTL if not earned. Upon submitting each bill to LTL, you and the FCR Professionals will apply the Retainer to the bill and LTL will be required promptly to replenish the Retainer and pay any amount due in excess of the Retainer. At the time of the final billing you and the FCR Professionals will apply the appropriate amounts from the Retainer and return any balance to LTL. In the event a bankruptcy petition is filed by or against LTL or any of its affiliates, any amounts remaining in the Retainer will be held as security for all fees and expenses incurred in connection with this engagement.

In the event that LTL files a bankruptcy petition, this Reimbursement Agreement and your service as the FCR shall terminate immediately. LTL currently anticipates that it will ask the bankruptcy court to appoint you to represent future claimants as their FCR if it files a bankruptcy petition. The parties understand that, if you are appointed as FCR in that case, payment of your fees and expenses and the fees and expenses of any professionals you may retain in that case will require court approval before any funds can be paid out of LTL's bankruptcy estate and will be subject to any procedures established by the bankruptcy court for interim compensation and reimbursement of expenses.

The FCR may for any reason on three (3) business days' written notice to LTL terminate this Reimbursement Agreement. Likewise, LTL may for any reason on three (3) business days' written notice to the FCR and her counsel terminate this Reimbursement Agreement. Any termination shall not (i) limit LTL's obligation to pay the Fees and Expenses that have been incurred prior to the effective date of termination or (ii) affect the confidentiality and indemnity obligations described in this agreement.

For the avoidance of doubt, LTL shall pay the Fees and Expenses regardless of whether negotiations regarding a potential prepackaged plan of reorganization on behalf LTL that includes future personal injury claimants is ultimately reached between LTL, the FCR, and LTL's claimants. All due and unpaid Fees and Expenses shall be paid prior to the filing of any chapter 11 case. You and the FCR Professionals shall have the right to draw on funds in hand from LTL for that purpose or for the payment of any monthly billing that is not paid when due.

LTL hereby indemnifies and agrees to defend and hold harmless the FCR and the FCR Professionals (the "Indemnified Parties"), to the fullest extent authorized by New Jersey law, from and against any losses, claims, damages, or liabilities (or actions in respect thereof) to which any Indemnified Party may become subject as a result of or in connection with you and the FCR Professionals rendering services hereunder, unless and until it is finally judicially determined that such losses, claims, damages, or liabilities were caused by fraud or willful misconduct on the part of one or more of the Indemnified Parties in performing their obligations set forth under the terms and conditions of this Reimbursement Agreement. The foregoing entitlement of the Indemnified Parties shall include, without limitation, (1) the right to be indemnified against any liability related to or resulting from any information provided to the Indemnified Parties by LTL or its representatives that is inaccurate in any respect as a result of misrepresentation, omission, failure to update, or otherwise, unless the Indemnified Party actually knew of such inaccuracy at the time of the misrepresentation, omission, failure to update, or other occurrence; (2) the right to bring an action against LTL to compel it to perform its obligations under this indemnification provision if such obligations have not been performed in full within twenty (20) days after a written claim by an Indemnified Party for indemnification and/or defense of an action or proceeding covered by this indemnification provision and/or payment of any defense expenses, including attorneys' fees, incurred by an Indemnified Party in such action or proceeding, whether such action is concluded, ongoing, or threatened; and (3) the right to be indemnified for any expenses, including reasonable attorney's fees, that an Indemnified Party may incur in enforcing this indemnification provision. The rights provided by this indemnification provision shall not be exclusive of any other right that any Indemnified Party may have or hereafter acquire under any statute, provision of the LTL's certificate of formation, bylaw, agreement, vote of interest holders/stockholders or disinterested directors, or otherwise. In the event that full indemnification is not available to the Indemnified Parties as a matter of law, then, to the extent permitted by applicable law, their aggregate liability shall be limited to the total fees collected for the services rendered and, in any event, shall be limited by a final adjudication of their relative degree of fault and benefit received.

No party may assign this Reimbursement Agreement, in whole or in part, without the prior written consent of the other party.

All notices permitted or required under this Reimbursement Agreement will be made by email and overnight delivery to the signatory below for each party and such party's counsel. Any party may change its recipient of notice by providing written notice of such change to the other party.

This Reimbursement Agreement may be amended only by a writing signed by each party hereto.

This Reimbursement Agreement includes the entire understanding between the parties with respect to the subject matter hereof. The provisions of this Reimbursement Agreement may be modified only pursuant to a subsequent written agreement executed by, or on behalf of, LTL and the FCR. LTL understands that its agreement to these terms and conditions constitutes a material inducement to the FCR engagement.

THIS REIMBURSEMENT AGREEMENT SHALL BE GOVERNED BY THE LAWS AND APPLICABLE ETHICAL RULES OF THE STATE OF NEW JERSEY. By its execution and delivery of this Reimbursement Agreement, each of the parties hereby irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection with this Reimbursement Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in either a state or federal court of competent jurisdiction in the State of New Jersey. By execution and delivery of this Reimbursement Agreement, each of the parties hereby irrevocably accepts and submits itself to the nonexclusive jurisdiction of each such court, generally and unconditionally, with respect to any such action, suit, or proceeding.

[Signature page follows]

LTL MANAGEMENT LLC, a North Carolina limited liability company

By: John Kim
Name: John Kim
Title: Chief Legal Officer

AGREED:

By: Randi Ellis
Name: Randi S. Ellis
Title: FCR

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: RED RIVER TALC LLC,[1] Debtor.	Chapter 11 Case No. 24-90505 (CML)

ORDER APPOINTING RANDI S. ELLIS
AS LEGAL REPRESENTATIVE FOR FUTURE TALC CLAIMANTS

(Related to Docket No. ____)

Upon the motion (the "Motion")[2] of Red River Talc LLC, the debtor in the above-captioned case (the "Debtor"), pursuant to sections 524(g)(4)(B)(i) and 105(a) of the Bankruptcy Code for entry of an order (this "Order") appointing Randi S. Ellis as legal representative for future talc claimants, the Court having reviewed the Motion and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Motion and the Hearing was sufficient under the circumstances, (e) the relief requested in the Motion is in the best interests of the Debtor's estate and parties in interest and (f) the Court may enter a final order consistent with Article III of the United States

1 The last four digits of the Debtor's taxpayer identification number are 8508. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

2 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Constitution; and the Court finding that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. Pursuant to sections 524(g)(4)(B)(i) and 105(a) of the Bankruptcy Code, Randi S. Ellis is hereby appointed as the Future Claimants' Representative to represent and protect the rights of, absent further order of the Court, natural persons or the representatives of estates of natural persons that may assert a demand for payment, present or future, that: (a) is not a claim during the proceedings prior to the entry of an order confirming the Amended Plan (or any other plan of reorganization confirmed in this Chapter 11 Case), because such natural person was diagnosed with disease after such time; and (b) arises out of the same or similar conduct or events that gave rise to the claims to be addressed by an injunction issued to enjoin entities from taking legal action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery with respect to any claim or demand that, under the Amended Plan (or any other plan of reorganization confirmed in this Chapter 11 Case), is to be paid in whole or in part by a trust established pursuant to section 524(g)(2)(B)(i) of the Bankruptcy Code (collectively, the "Future Claimants"). The Future Claimants' Representative shall represent the interests of, appear and act on behalf of, and be a fiduciary to Future Claimants to protect the rights and interests of such Future Claimants and shall be entitled to compensation in connection therewith from the Petition Date. Ms. Ellis will have no other obligations except those that may be prescribed by orders of the Court and accepted by Ms. Ellis.

2. The Future Claimants' Representative shall be a party in interest in this Chapter 11 Case and shall have standing under section 1109(b) of the Bankruptcy Code to be heard on any issue in this case in the Bankruptcy Court, the District Court or any other court

affecting the rights of Future Claimants. The Future Claimants' Representative shall have the powers and duties of a committee set forth in section 1103 of the Bankruptcy Code as are appropriate for a Future Claimants' Representative.

3. In her role as the Future Claimants' Representative, Ms. Ellis may employ attorneys and other professionals consistent with sections 105, 327 and 1103 of the Bankruptcy Code, subject to prior approval of this Court, and such attorneys and other professionals shall be subject to the terms of any Interim Compensation Order.

4. Compensation, including professional fees and reimbursement of actual and necessary expenses, shall be payable to Ms. Ellis and her professionals from the Debtor's estate, as appropriate, subject to approval of this Court, and in accordance with the terms, conditions and procedures set forth in the Interim Compensation Order. In her role as the Future Claimants' Representative, Ms. Ellis shall be compensated at the rate of $1,250 per hour, subject to periodic adjustment (usually on January 1 of each year) in the ordinary course of her business, plus reimbursement of actual, reasonable and documented out-of-pocket expenses.

5. The Future Claimants' Representative shall not be liable for any damages, or have any obligation other than as prescribed by order of the Court; provided, however, that the Future Claimants' Representative may be liable for damages caused by willful misconduct or gross negligence. The Future Claimants' Representative shall not be liable to any person as a result of any action or omission taken or made in good faith. The Debtor shall indemnify, defend, and hold harmless Ms. Ellis, her employees and professionals (individually an "Indemnified Party") from all claims against any of them, and all losses, claims, damages or liabilities (or actions in respect thereof) to which any of them may become subject, as a result of or in connection with such party rendering services pursuant to this Order or to the Future

Claimants' Representative, unless and until it is finally judicially determined that such losses, claims, damages or liabilities were caused by willful misconduct or gross negligence on the part of such Indemnified Party. If before the earlier of (i) the entry of an order confirming a plan of reorganization in this case, and such order having become final and no longer subject to appeal, and (ii) the entry of an order closing this Chapter 11 Case, an Indemnified Party believes that he, she or it is entitled to payment of any amount by the Debtor on account of the Debtor's obligations to indemnify, defend and hold harmless as set forth herein, including, without limitation, the advancement of defense costs, the Indemnified Party must file an application for such amounts with the Court, and the Debtor may not pay any such amounts to the Indemnified Party before the entry of an order by the Court authorizing such payments. The preceding sentence is intended to specify the period of time during which the Court has jurisdiction over the Debtor's obligations to indemnify, defend and hold harmless as set forth herein, and is not a limitation on the duration of the Debtor's obligation to indemnify any Indemnified Party. In the event that a cause of action is asserted against any Indemnified Party arising out of or relating to the performance of his, her or its duties pursuant to this Order or to the Future Claimants' Representative, the Indemnified Party shall have the right to choose his, her or its own counsel. For the avoidance of doubt, gross negligence, willful misconduct, bad faith or fraud on the part of one Indemnified Party shall not preclude indemnification for the other Indemnified Parties. Any such indemnification shall be an allowed administrative expense under section 503(b) of the Bankruptcy Code and shall be paid upon application to and approval of this Court.

6. Ms. Ellis and any Court-approved counsel retained by Ms. Ellis in her role as Future Claimants' Representative shall be deemed members of the master service list/Bankruptcy Rule 2002 service list established in this Chapter 11 Case.

7. Unless otherwise ordered by this Court or as provided for in any confirmed plan of reorganization, Ms. Ellis' appointment as Future Claimants' Representative shall terminate upon the effective date of a plan of reorganization in this Chapter 11 Case or otherwise by written resignation or incapacity to serve.

8. The Debtor shall pay the Future Claimants' Representative Liability Insurance, the cost of which is expected to be approximately $100,000 per year, and which insurance the Future Claimants' Representative shall obtain once appointed, without further Court approval.

9. The Debtor is hereby authorized to take all actions it deems necessary to effectuate the relief granted in this Order.

10. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: ___________, 2024
Houston, Texas

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CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE