Hearing Date: August 5, 2026 (Time TBD)
Objection Deadline: July 22, 2026, at 4:00 p.m. ET

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	)	Chapter 15
	)	
Asbestos Corporation Limited, [1]	)	Case No. 25-10934 (MG)
	)	
Debtor in a Foreign Proceeding.	)	

FOREIGN REPRESENTATIVE'S MOTION FOR ORDER RECOGNIZING AND ENFORCING THE BAR DATE ORDERS AND CLAIMS ADJUDICATION ORDERS

[1] The Debtor in this chapter 15 case, along with its unique identifier, is Asbestos Corporation Limited (Canadian Federal Business Number: 104903273RC0001). The Debtor has a registered and business address in Canada of 840 Boul. Ouellet, Thetford Mines, QC G6G 7A5, Canada.

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Raymond Chabot Inc., in its capacity as the court-appointed monitor (the "**Monitor**") and authorized foreign representative (in such capacity, the "**Foreign Representative**" or "**Petitioner**") of Asbestos Corporation Limited ("**ACL**" or the "**Debtor**") in proceedings (the "**CCAA Proceeding**") under Canada's Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), pending before the Superior Court of Québec (Commercial Division) (the "**Canadian Court**"), by and through its undersigned counsel, respectfully submits this motion (the "**Motion**"), pursuant to sections 105(a), 1501, 1507, and 1521 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "**Proposed Order**"): (a) recognizing and enforcing the Canadian Court's (i) Order Establishing a Bar Date for Existing Asbestos Claims issued on January 6, 2026 (as rectified on January 7, 2026) (the "**Asbestos Claims Bar Date Order**"); (ii) Order Establishing a Bar Date for Existing Non-Asbestos Claims issued on December 12, 2025 (the "**Non-Asbestos Claims Bar Date Order**" and, together with the Asbestos Claims Bar Date Order, the "**Bar Date Orders**"); (iii) Asbestos Claims Review and Adjudication Order issued on June 19, 2026 (the "**Asbestos Claims Adjudication Order**"); and (iv) Non-Asbestos Claims Review and Adjudication Order issued on May 12, 2026 (the "**Non-Asbestos Claims Adjudication Order**" and, together with the Asbestos Claims Adjudication Order, the "**Claims Adjudication Orders**" and, together with the Bar Date Orders, the "**Canadian Orders**"); and (b) granting related relief. In support of the Motion, the Foreign Representative submits the (i) *Declaration of Ayman Chaaban in Support of Foreign Representative's Motion for Order Recognizing and Enforcing the Bar Date Orders and Claims Adjudication Orders* (the "**Chaaban Declaration**") and (ii) *Declaration of Alain N. Tardif in Support of Foreign Representative's Motion for Order*

Recognizing and Enforcing the Bar Date Orders and Claims Adjudication Orders (the "**Tardif Declaration**"), each filed contemporaneously herewith, and respectfully represents to the Court as follows:

PRELIMINARY STATEMENT

1. Through this motion, the Foreign Representative seeks enforcement of certain orders of the Canadian Court that will serve as the foundations for a claims resolution process in the CCAA Proceeding. That proceeding was commenced in ACL's home of Québec, Canada to, among other things, resolve personal injury claims arising from ACL's historical asbestos mining operations, including thousands of claims that are pending against ACL in the United States. The CCAA provides a comprehensive statutory framework and court-supervised process for the fair and efficient resolution of the asbestos claims against ACL in a single forum. The success of ACL's claims resolution process depends upon assistance from this Court under chapter 15 of the U.S. Bankruptcy Code.

2. On October 30, 2025, this Court entered an opinion and order recognizing the CCAA Proceeding as a foreign main proceeding, recognizing the Monitor as the Foreign Representative of the Debtor, and granting a stay of litigation against ACL and the other Stay Parties (defined below), ECF Nos. 141 & 142 (the "**Recognition Opinion and Order**"). This Court's recognition of the CCAA Proceeding, along with its grant of stay relief coextensive with the stay relief entered by the Canadian Court, has been an essential prerequisite to the parties' development of a claims resolution process in the CCAA Proceeding under the Canadian Court's supervision.

3. In the months following the October 8-9, 2025 recognition hearing in this Court, and with the Monitor's support, ACL and CLMI[2] (together, the "**Co-Applicants**") applied for and obtained the Bar Date Orders and Claims Adjudication Orders from the Canadian Court. The Canadian Opposing Parties[3] were given a full and fair opportunity to be heard on those applications, including over the course of five days of contested hearings. A contested hearing was held in respect of the Asbestos Claims Bar Date Order on December 11, 2025, and in respect of the Asbestos Claims Adjudication Order on May 11, 12, 15 and 22. After those hearings, the Canadian Court issued reasoned decisions approving the Asbestos Claims Bar Date Order on January 6, 2026 (as revised on January 7, 2026) and the Asbestos Claims Adjudication Order on June 19, 2026, in each case with modifications to the proposed orders submitted by the Co-Applicants to accommodate certain concerns raised by the Canadian Opposing Parties and the Canadian Court.[4]

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[2] "**CLMI**" means, collectively, Certain Underwriters at Lloyd's, London, The Scottish Lion Insurance Company Limited, Tenecom Limited (as successor to Winterthur Swiss Insurance Company, formerly known as Accident & Casualty Insurance Company of Winterthur, Switzerland, and to Yasuda Fire and Marine Insurance Company (UK) Limited and now known as Tenecom Limited), The Ocean Marine Insurance Company Limited (as successor to liabilities of Commercial Union Assurance Company Limited, The Edinburgh Assurance Company, The Indemnity Marine Assurance Company Limited, The Northern Assurance Company Limited, The Road Transport & General Insurance Company Limited, United Scottish Insurance Company Limited, and The Victoria Insurance Company Limited), and NRG Victory Reinsurance Limited, as successor to liabilities of New London Reinsurance Company Limited.

[3] At the time of the hearings for the approval of the Bar Date Orders (December 11, 2025) and the Claims Adjudication Orders (May 11, 12, 15, and 22, 2026), the "**Canadian Opposing Parties**" consisted of Charles Forman in his capacity as the chapter 7 trustee of National Service Industries, Inc. (the "NSI Trustee"), and several U.S. personal injury law firms, and were represented in the CCAA Proceeding by Davies Ward Phillips & Vineberg LLP ("**Davies**"). On May 28, 2026, the law firm of Bennett Jones LLP ("**Bennett**") filed a Notice of Substitution in the CCAA Proceeding advising that it had been substituted as counsel for Davies. Bennett has subsequently added additional U.S. personal injury law firms as clients in the Canadian Proceeding. The term "**U.S. Opposing Parties**" refers to the NSI Trustee and individuals who have asserted asbestos-related claims against ACL in the U.S. and who are represented by Cooley LLP, Wyche, P.A. and Dean Omar Branham Shirley, LLP (together with the Canadian Opposing Parties, the "**Opposing Parties**").

[4] As noted below, the Canadian Opposing Parties did not contest the applications to approve the Non-Asbestos Claims Bar Date Order and Claims Adjudication Order.

4. This Court's recognition and enforcement of these orders is essential to the claims resolution process now underway in the CCAA Proceeding. The Bar Date Orders establish a process for providing notice to holders of all existing claims, including asbestos claims, and for the filing of proofs of claim subject to a bar date. The Claims Adjudication Orders establish procedures for the review and determination of the validity of such claims and to resolve disputes concerning such claims. Importantly, future asbestos claims are not addressed by these orders, and the rights of holders of such claims are fully preserved.

5. The Canadian Orders are well within the Canadian Court's authority under the CCAA, which grants broad, discretionary power to enter orders in CCAA proceedings, including orders establishing bar dates and setting forth claims procedures. Together, the Canadian Orders will serve as the foundation of a claims resolution process that ensures all potential claimants will have the ability to prepare and submit their claims and have them resolved in an objective, transparent, and consistent manner, under the Monitor's oversight and with appeal rights available.

6. Enforcement of the Canadian Orders is amply warranted under chapter 15 and as a matter of comity. The procedures approved in the Canadian Orders are fair and equitable, sufficiently protect creditors, and are fully consistent with U.S. public policy. This Motion should be granted.

JURISDICTION AND VENUE

7. The United States Bankruptcy Court for the Southern District of New York (this "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 as well as the Amended Standing Order of Reference dated January 31, 2012, Reference M-431, *In re Standing Order of Reference Re: Title 11*, 12 Misc. 00032 (S.D.N.Y. Feb. 2, 2012) (Preska, C.J.). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P). The Foreign Representative

confirms its consent, pursuant to Bankruptcy Rule 7008, 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. Venue is proper under 28 U.S.C. § 1410.

8. The statutory bases for the relief requested herein are sections 105(a), 1501, 1507, and 1521 of the Bankruptcy Code and Bankruptcy Rules 2002 and 9014.

BACKGROUND

I. The CCAA Proceeding and Chapter 15 Recognition

9. On May 5, 2025, CLMI commenced the CCAA Proceeding by filing an application with the Canadian Court. The next day, ACL joined the application and the Canadian Court issued an initial order. The Canadian Court's initial order, among other things, appointed Raymond Chabot Inc. as court-appointed Monitor and granted a stay of proceedings against ACL and certain non-debtors. *See* Petition, ECF No. 1 (Initial Order).

10. On May 6, 2025, the Monitor, as proposed foreign representative, filed the petition commencing this case under chapter 15 of the Bankruptcy Code (the "**Chapter 15 Case**"), seeking recognition of the CCAA Proceeding as a "foreign main proceeding" or alternatively, a foreign non-main proceeding. *See* Verified Petition, ECF No. 4. In addition, the Monitor sought further chapter 15 relief in aid of the CCAA Proceeding, including the imposition of an immediate stay in favor of ACL, its officers and directors, CLMI, and CLMI's third party claims administrator, Resolute Management, Inc. (collectively, the "**Original Stay Parties**"). *See* Provisional Relief Motion, ECF No. 9.

11. On May 15, 2025, the Canadian Court held a "comeback" hearing at which interested parties had an opportunity to be heard. The Canadian Court issued an amended and

restated initial order that, among other things, extended the initial stay period granted by the Canadian Court on May 6, 2025, and expanded the list of Stay Parties to include General Dynamics Corporation[5] and certain domestic insurers in addition to the insurers in the CLMI group. *See* Restated Initial Order, ECF No. 32-4.

12. In June 2025, the Canadian Court held a contested two-day hearing on stay relief. Following that hearing, the Canadian Court issued a judgment finding that the stay relief applicable to the Debtor and the other Stay Parties was necessary to the restructuring process and any global and fair resolution of ACL's liabilities. *See* Stay Judgment, ECF No. 66-1. The Canadian Opposing Parties sought leave to appeal that judgment to the Québec Court of Appeal, but on October 3, 2025, the Court of Appeal dismissed the appeal application with costs. *See* Court of Appeal Judgment, ECF No. 120-1.

13. On October 8 and 9, 2025, this Court held a contested recognition hearing at which it received testimony from multiple witnesses and considered evidence regarding ACL's COMI and the implementation of the stay. On October 30, 2025, this Court issued the Recognition Order, accompanied by the Recognition Opinion, recognizing the CCAA Proceeding as a foreign main proceeding and granting the Foreign Representative's requested additional relief, including stay relief protecting the "Stay Parties."[6] The U.S. Opposing Parties have appealed the Recognition Opinion and Order to the U.S. District Court for the Southern District of New York, but have not sought or obtained a stay pending appeal. That appeal remains pending, with oral argument scheduled for August 12, 2026.

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[5] Between 1969 and 1982, General Dynamics held an indirect minority interest in ACL through its former Canadian subsidiaries.

[6] Under the Recognition Order, the term Stay Parties includes General Dynamics as well as the additional insurers of ACL covered under the Canadian Court's subsequent stay orders, in addition to the Original Stay Parties. *See* Recognition Order, ECF No. 142 at 4-5; Schedule A.

II. Material Terms Of The Bar Date And Claims Adjudication Orders[7]

A. The Bar Date Orders

(a) The Asbestos Claims Bar Date Order

14. The Asbestos Claims Bar Date Order was entered by the Canadian Court on January 6, 2026, as corrected on January 7, 2026, following a contested hearing (discussed further below). A summary of the procedural and material terms of the Asbestos Claims Bar Date Order as approved by the Canadian Court follows:

15. *Definition of Existing Asbestos Claims*. The Asbestos Claims Bar Date Order applies to "Existing Asbestos Claims," defined to include any claim against the Debtor or General Dynamics, and/or any of their respective predecessors, current or former employees, directors, officers, agents, representatives, assigns, or any of their respective Insurers, that (i) has been advanced (including, without limitation, in any outstanding or pending litigation), that could have been advanced or that could be advanced by, on behalf of, or based on actual or alleged harm to, any person that has been diagnosed with symptoms or injury as of March 6, 2026 (the date of the Monitor's Claims Bar Date Certificate), and (ii) arises from, is based upon, is related to, or is in any way connected, directly or indirectly to, exposure to asbestos or an asbestos-containing product which was at any time prior to May 6, 2025 (the "**Determination Date**"), distributed, supplied, or sold, or otherwise placed into the stream of commerce, by the Debtor or any of its predecessors or affiliates. *See* Asbestos Claims Bar Date Order, ECF No. 155-3 ¶ 23(q).

16. Future Asbestos Claims (i.e., claims by individuals who have not been diagnosed with symptoms or injuries by March 6, 2026) are not subject to the Claims Bar Date (defined

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[7] Capitalized terms used but not defined in this Section II shall have the meanings ascribed to them in the applicable Canadian Orders. In the event of any inconsistency with the descriptions included herein, the terms of the referenced orders shall govern.

below). *Id.* ¶ 23(q)-(r). Future Asbestos Claims are not included within the bar date or adjudication process contemplated by the present Canadian Orders, and the rights of holders of such claims are fully preserved.

17. *Claims Bar Date*. The Asbestos Claims Bar Date Order linked the Claims Bar Date to the Monitor's issuance of a certificate following the Canadian Court's approval of the order and the resolution of any appeal therefrom. *Id.* ¶ 23(y). On March 6, 2026, the Monitor issued its Claims Bar Date Certificate, establishing the Claims Bar Date as September 10, 2026, at 5:00 p.m. (Eastern Time) (the "**Claims Bar Date**"). Monitor's Claims Bar Date Certificate, ECF No. 190-1, at 38-41.

18. *Proof of Claim Form*. The Asbestos Claims Bar Date Order approves a standardized proof of claim form for Existing Asbestos Claims (the "**Asbestos Proof of Claim Form**") that claimants must use to submit their claims to the Monitor. Asbestos Claims Bar Date Order, Schedule E. The Asbestos Proof of Claim Form requires claimants to provide information concerning the claimant's identity, the basis for the claim, the disease diagnosis, and evidence of exposure to ACL asbestos products, as well as supporting documentation including medical records, evidence of exposure, and information concerning any prior settlements or recoveries from other asbestos defendants or trusts. *See id.*

19. *Notice to Claimants*. The Asbestos Claims Bar Date Order approves forms of notices to potential existing asbestos claimants, including a Newspaper Notice to Claimants for publication in designated newspapers and on the Monitor's websites, and an Online Notice to Claimants for publication on designated social media platforms and the Monitor's Claims Process Website, as well as an Instruction Letter to assist claimants in completing and submitting proofs of claim. Asbestos Claims Bar Date Order ¶¶ 24-26. The order directs the Monitor to distribute

bar date-related documents (consisting of the Instruction Letter, Proof of Claim form, the Asbestos Claims Bar Date Order, and the Monitor's Claims Bar Date Certificate) to each Known Claimant and to implement a publication notice program to reach unknown claimants. *Id.* ¶ 27. The order further requires any attorney representing a Known Claimant to provide the Monitor, upon written request, with the mailing address of such Known Claimant within twenty-one (21) days following the later of the date of such request or the date of the Monitor's Claims Bar Date Certificate; failure to comply may result in contempt of court and preclusion from making any further submissions or pleadings in the CCAA Proceedings. *Id.* ¶ 28.

20. *Effect of Non-Compliance*. The order provides that holders of Existing Asbestos Claims who fail to file a Proof of Claim by the Claims Bar Date are (i) not entitled to any further notice; (ii) forever barred from pursuing an Existing Asbestos Claim; (iii) not entitled to participate as a claimant in the CCAA Proceeding; (iv) not entitled to vote on any matter in the CCAA Proceeding, including any plan of arrangement; (v) not entitled to file an Existing Asbestos Claim; and (vi) not entitled to receive a distribution under any plan or court-approved distribution. *Id.* ¶ 29.

21. *Aid and Assistance of Other Courts*. The Asbestos Claims Bar Date Order expressly requests the aid and recognition of U.S. courts to act in aid of and be complementary to the Canadian Court in carrying out the terms of the order. *Id.* ¶ 37.

(b) <u>The Non-Asbestos Claims Bar Date Order</u>

22. The Non-Asbestos Claims Bar Date Order was entered on December 12, 2025, on an uncontested basis. The Non-Asbestos Claims Bar Date Order applies to "Non-Asbestos Claims," defined to include any claim against the Debtor and/or any of its predecessors, current or former employees, agents, representatives, or assigns, which is based in whole or in part on facts

existing prior to the Determination Date, as well as "Claims against Directors and Officers," which includes claims against any present or former directors or officers of the Debtor. Non-Asbestos Claims Bar Date Order, ECF No. 155-2 ¶¶ 10(g), (gg). Holders of Non-Asbestos Claims and Claims against Directors and Officers must file a claim in the form of the non-asbestos proof of claim form with the Monitor by the Claims Bar Date. *Id*. ¶¶ 15, 21.

B. <u>The Claims Adjudication Orders</u>

(a) <u>The Asbestos Claims Adjudication Order</u>

23. Following four days of contested hearings (as discussed below), the Canadian Court entered the Asbestos Claims Adjudication Order on June 19, 2026. A summary of the procedures and material terms of the Asbestos Claims Adjudication Order as approved by the Canadian Court follows:

24. *The Monitor's Review of Claims*. The Monitor, in consultation with the Co-Applicants and with the assistance of medical, scientific, and other experts and legal advisors, will review each Asbestos Proof of Claim and all supporting materials to determine the validity, nature, and quantum of each Existing Asbestos Claim. Asbestos Claims Adjudication Order and Judgment, ECF No. 192-3 ¶ 48(a). As noted above, Future Asbestos Claims are not included in the claims adjudication process. The Monitor's review process shall consist of three stages: (i) an initial review to confirm that the Asbestos Proof of Claim complies with all procedural requirements and is complete; (ii) an eligibility assessment to determine whether the claim is eligible for compensation under applicable law, evaluating the legal elements of the claim, ACL's defenses, and the evidence of exposure, disease causation, and medical diagnosis; and (iii) upon a determination of eligibility, a determination of the Proven Asbestos Claim amount, considering ACL's historical settlement history for comparable claims and individualized, claim-specific factors (e.g. the claimant's age, dependents, life status, economic loss, exposure duration, smoking

history, disease severity) to be embodied in a protocol to be submitted for approval of the Canadian Court at a later date. *Id.,* Schedule B.

25. *Notice of Determination*. Following the initial review process, the Monitor will send each claimant (and/or their legal counsel), as well as the Co-Applicants and their legal counsel, a Notice of Determination or Disallowance setting forth the Monitor's determination of the claim and the reasons therefor. *See* Asbestos Claims Adjudication Order and Judgment, ECF No. 192-3 ¶ 48(b).

26. *Appeal Process*. A claimant or Co-Applicant who wishes to dispute the Monitor's determination may, within thirty (30) calendar days of the date on which the claimant is deemed to receive the Notice of Determination or Disallowance, serve an Appeal Application on the Monitor and the other parties. *Id.* ¶ 48(c). If an Appeal Application is not timely served, the claimant and Co-Applicants are deemed to have accepted the Monitor's determination. *Id.* ¶ 48(d). Upon receipt of a timely Appeal Application, the Monitor may elect to (i) seek to resolve the Appeal Application consensually, or (ii) refer the matter for adjudication before a Claims Officer or the Canadian Court. *Id.* ¶ 48(e). If the Monitor elects to refer the matter to a Claims Officer, the appellant will be required to pay a CDN$500 deposit to the Monitor within 30 days of that determination; the deposit is refunded if the appeal is successful, and forfeited if the appeal is dismissed, discontinued, or abandoned. *Id.* ¶ 48(f). If the Monitor elects to refer the matter to the Court, no deposit is payable. *Id.* ¶ 48(g).

27. *Claims Officer*. The Monitor has authority to appoint one or more Claims Officers to adjudicate disputed claims, subject to Canadian Court approval following at least fourteen (14) days' advance notice to the Court and the Service List. Asbestos Claims Adjudication Order and Judgment, ECF No. 192-3 ¶¶ 54-55. Upon receipt of a Dispute Package, the Claims Officer will

schedule and conduct a hearing and provide a written determination with reasons. *Id.* ¶ 56. The Claims Officer is authorized to determine any substantive or procedural matter in connection with the adjudication. *Id.* ¶ 57.

28. *Appeal to Canadian Court*. A Claims Officer's determination will be final and binding, subject to a right to appeal to the Canadian Court within thirty (30) calendar days. Appeals to the Canadian Court are limited to questions of law or palpable and overriding error of fact, or to determinations whether (i) the Claims Officer exceeded his or her jurisdiction or power, (ii) proper procedures were not followed, or (iii) the determination of the Claims Officer violates public order. *Id.* ¶¶ 61-62.

29. *Aid and Assistance of Other Courts*. The Asbestos Claims Adjudication Order expressly requests the aid and recognition of U.S. courts to act in aid of and be complementary to the Canadian Court in carrying out the terms of the order. *Id.* ¶ 66.

(b) <u>The Non-Asbestos Claims Adjudication Order</u>

30. On May 12, 2026, the Canadian Court issued the Non-Asbestos Claims Adjudication Order, which was uncontested. The Non-Asbestos Claims Adjudication Order establishes similar procedures to those in the Asbestos Claims Adjudication Order for reviewing and adjudicating Non-Asbestos Claims and Claims Against Directors and Officers. Under the order, the Monitor reviews each proof of claim to determine its validity and value for voting and distribution purposes and issues a Notice of Revision or Disallowance. Claimants may appeal determinations within thirty (30) calendar days, and disputes may be resolved through Claims Officers or the Canadian Court. *See* Non-Asbestos Claims Adjudication Order, ECF 190-2 ¶¶ 12-22.

III. Events In The CCAA Proceeding Leading To The Entry Of The Bar Date And Claims Adjudication Orders[8]

31. From the inception of the CCAA Proceeding, the Monitor has worked with the Co-Applicants to develop a process by which existing asbestos personal injury claimants would receive adequate notice of the CCAA Proceeding, clear instructions on how to assert claims, and a detailed description of how such claims will be processed and resolved. That engagement has included the Monitor's disclosure of the contemplated process to the Canadian Opposing Parties in June 2025, following their appearance in the CCAA Proceeding; discussion of those proposals with the Canadian Opposing Parties; and revision of the proposed orders based on input from the Canadian Opposing Parties and the Canadian Court.

A. The Monitor Discloses the Claims Process Term Sheet

32. On June 13, 2025, in connection with a hearing requested by the Canadian Opposing Parties contesting the stay of proceedings against the Stay Parties other than ACL, the Monitor submitted its second report to the Canadian Court (the "**Second Monitor Report**") which contained a term sheet disclosing the material terms of a proposed claims process for the Debtor's existing asbestos personal injury claims, as developed by the Monitor and Co-Applicants. The term sheet described, *inter alia*, the process for notifying Known and unknown Claimants, procedures for preparing and filing proofs of claims, claim evaluation methodologies, dispute resolution procedures, and procedural safeguards. *See* Second Monitor Report, ECF No. 66-2, Schedule F. This term sheet informed the subsequent development of the notice and claims adjudication procedures in the Canadian Orders.

[8] Because this Court is familiar with the procedural background relevant to its recognition of the CCAA Proceeding, 674 B.R. 855 (Bankr. S.D.N.Y. 2025), the following discussion focuses on subsequent developments pertaining to the Bar Date and Claims Adjudication Orders.

B. <u>The Canadian Court Approves the Bar Date Orders</u>

33. On August 28, 2025, the Co-Applicants filed an application (the "**Claims Bar Date Application**") to establish a deadline for existing asbestos and non-asbestos claimants to file proofs of claim, as well as approval of the form and manner of notice of the bar date, the Proof of Claims Forms, and other related documents (together, the "**Bar Date Documents**").

34. The Monitor assisted the Co-Applicants in the development of the Bar Date Documents and related claims noticing and submission processes. Fourth Monitor Report, ECF No. 155-1, § 4.2. For example, the Monitor retained (i) Dr. Stephanie Plancich of National Economic Research Associates, Inc., a U.S.-based expert with over 25 years of experience in estimating asbestos liabilities, who, among other things, consulted on the development of the Asbestos Proof of Claim Form to ensure that it would capture the relevant information necessary for evaluating existing asbestos claims, *see id.* § 4.2.4, and (ii) Kroll Restructuring Administration LLC ("**Kroll**") to develop a notice program designed to reach unknown existing asbestos claimants through television advertisements and publication of bar date notices in designated newspapers and social media platforms, and through television advertisements (the "**Publication Notice Program**"), as well as the distribution of the Bar Date Documents directly to Known Claimants by mail and email. Fifth Monitor Report, ECF No. 190-1, § 4.21. The Monitor also developed an online claims submission platform (ACLClaims.com), designed and implemented a secure database and standardized workflows for managing claim data, engaged IT specialists to perform security testing on the platform, and initiated discussions for a dedicated call center to support claimants. Fourth Monitor Report, ECF No. 155-1, §§ 4.2.7-4.2.10.

35. On November 20, 2025, three weeks before the hearing on the Claims Bar Date Application, the Monitor circulated a draft of the Asbestos Claims Bar Date Order and proposed proof of claim form to counsel for the Opposing Parties for their review and comment. *Id.* § 4.6.

On December 4, 2025, the Monitor met with the Opposing Parties in an effort to address the Opposing Parties' objections to the proposed Bar Date Documents as they related to the asbestos claims. *Id.* § 4.10.

36. As the Opposing Parties were not satisfied with the revised proposed Bar Date Documents, the Canadian Court held a contested hearing on December 11, 2025 at which the Canadian Opposing Parties objected to certain provisions of the asbestos-related Bar Date Documents. The Canadian Opposing Parties primarily objected to (i) the six-month period for filing proofs of claim, which they argued was too short, (ii) the timing for commencing the claims process, arguing that the bar date should not begin to run until potential claimants had an opportunity to complete discovery of the Debtor's records, (iii) the scope of the bar date, proposing to limit it to Existing Asbestos Claims in the U.S. and Canada, and (iv) the asserted complexity of the proposed Proof of Claim form. *See* Asbestos Claims Bar Date Order, ECF No. 155-3 ¶¶ 5-6.

37. The Canadian Court entered the Asbestos Claims Bar Date Order on January 6, 2026 (as corrected on January 7, 2026), along with a reasoned judgment. The Canadian Court found that claims bar date orders "are routinely granted pursuant to the court's power under Section 11 of the CCAA" and "constitute important steps in restructuring proceedings." Asbestos Claims Bar Date Order, 155-3 ¶¶ 8-9. Concluding that the proposed Asbestos Claims Bar Date Order was "fair and reasonable," the Canadian Court rejected each of the Canadian Opposing Parties' objections as having "either been resolved or found to be without merit." *Id.* ¶ 10. With respect to Canadian Opposing Parties' objection to the timing of the bar date and the lack of discovery, the Canadian Court noted that the Monitor had undertaken to provide all requested records relating to U.S. asbestos sales and to permit on-site review of the Debtor's documents, and that the Monitor would issue the Claims Bar Date Certificate 60 days after the order to provide adequate time for

claimants to analyze the records. *Id.* ¶ 12. With respect to scope, the Canadian Court found that the proposed bar date order—which applied to holders of both Known and unknown Existing Asbestos Claims in Canada and the U.S.—was necessary to centralize claims and advance the restructuring. With respect to the Proof of Claim form, the Canadian Court found the form effectuated "a relatively straightforward and comprehensive procedure" that had been developed with the assistance of a U.S. expert with over 25 years of experience in asbestos liability, and that it provided claimants a more efficient alternative to traditional litigation. *Id.* ¶¶ 14-17.

38. The Canadian Opposing Parties did not seek leave to appeal the Asbestos Claims Bar Date Order. Tardif Decl. ¶ 10.

C. <u>The Monitor Provides Access to ACL's Historical Data to Facilitate Claimants' Evaluation and Submission of Existing Asbestos Claims</u>

39. To respond to the Canadian Opposing Parties' request for access to ACL business records to facilitate potential claimants' evaluation of whether they may have valid claims against ACL, the Monitor prepared summaries of ACL's historical asbestos sales based on the company's available annual sales registers (the "**Historical Sales Summaries**"). The U.S. summary covers sales to clients for the years 1955 to 1985 and identifies, for each client, the client's name and location (city and state), the years during which sales were recorded, and aggregate quantities sold (in tons) and sales amounts (in dollars) for the relevant period. The Canadian summary provides the same information for clients from 1960 to 1980. Fifth Monitor Report, ECF No. 190-1, §§ 4.22-4.25. On January 9, 2026, the Historical Sales Summaries were posted on the Monitor's website for access by any potential claimant. *Id.* § 4.24.

40. In addition to the Historical Sales Summaries, the Monitor posted additional historical sales information and documents to a secure virtual data room (the "**Virtual Data Room**"), including: (i) copies of annual sales registers for 1955 to 1985 (U.S.); (ii) an Excel

spreadsheet containing annual sales data (tons and dollars) for those years; (iii) detailed sales information for the years 1932 to 1952 and 1971 to 1978 relating to 178 Canadian clients and 1,146 U.S. clients; and (iv) sales summaries for the years 1982 and 1983 covering 214 clients. *Id.* §§ 4.26-4.28; Schedule J (table of contents of historical sales materials available in the Virtual Data Room).

41. Parties wishing to access the Virtual Data Room are required to execute a Confidentiality and Restricted Use of Protected Information Undertaking (the "**Restricted Use Undertaking**"). The Restricted Use Undertaking allows the historical sales information in the Virtual Data Room to be accessed by any law firm representing claimants, or claimants themselves, but solely for the purpose of evaluating or advancing a claimant's position in the CCAA and chapter 15 proceedings, including preparing proofs of claim, and prohibits the use or dissemination of this information for any other purpose or in any other proceeding. Fifth Monitor Report, ECF No. 190-1, § 4.34.

42. On June 11, 2026, following contested hearings on the matter, the Canadian Court approved the Monitor's use of the Restricted Use Undertakings, with certain modifications consented to by ACL at the hearing, over the Canadian Opposing Parties' objections and application for unconditional disclosure. *See* Revised Judgment on Motion to Compel Unconditional Disclosure, ECF No. 192-2.

D. <u>With the Assistance of Kroll, the Monitor Distributes the Bar Date Documents to Potential Claimants and Implements a Notice Program</u>

43. As noted above, the Monitor issued the Claims Bar Date Certificate on March 6, 2026, which established the Claims Bar Date. Fifth Monitor Report, ECF 190-1, Schedule D. To facilitate service of the Bar Date Documents on Known Claimants, the Asbestos Claims Bar Date Order directed counsel for such claimants to provide the Monitor with the mailing addresses of

their clients. *See id.* § 4.4. In early February 2026, the Monitor, through Kroll, sent notices to 88 law firms directing compliance, followed by a reminder notice in late March. *Id.* §§ 4.6, 4.11. Although not all the 88 firms complied with this directive, the Monitor received mailing addresses for 108,758 purported asbestos claimants. *Id.* § 4.14.

44. On April 2 and 3, 2026, the Monitor, through Kroll, mailed the Bar Date Documents to the 108,758 asbestos-related claimants for whom mailing addresses had been obtained, and also sent Bar Date Documents to the law firms representing the asbestos-related claimants (by mail and, where available, by email). *Id.* §§ 4.21.9-.10 The Monitor also mailed the Bar Date Documents to known non-asbestos-related claimants. *Id.* § 4.21.8.

45. The Monitor, through Kroll, also commenced the Canadian Court-approved Publication Notice Program. Fifth Monitor Report § 4.21.11. In the United States and U.S. territories, a press release was distributed in English and Spanish on April 13, 2026, and print notices were published in the Wall Street Journal, Mealey's Asbestos Bankruptcy Report, Mealey's Litigation Report: Asbestos, the San Juan Daily Star, El Nuevo Dia, Primera Hora, the Virgin Island Daily News, Pacific Daily News (Guam), Marianas Variety and Samoa News on various dates between April 13 and April 29, 2026, and in the May 2026 issue of the Prison Legal News. Fifth Monitor Report, Schedule E. Media campaigns, including television advertisements on national broadcasts of CNN and Fox News Network and social media advertisements (in English and Spanish) on Facebook, Instagram, and YouTube, commenced on April 13, 2026, and will continue through the Claims Bar Date. Advertisements have also been running on the AARP website (AARP.org) since April 22, 2026 and appeared in the AARP e-newsletter on May 8, 2026. *Id.* As of July 3, 2026, over 66,000 users have visited the plain language landing page at https://aclclaims.com/.

46. The total cost of the notice program is $4,633,361 USD, which includes $2,861,527 for the Publication Program, $1,239,700 for the Bar Date Documents mailing campaign, and $532,134 for other administrative fees. As of May 31, 2026, $4,426,695 has been paid.

47. As of July 3, 2026, the Monitor has received 248 proofs of claim, of which 78 were submitted through the online claims submission platform, 169 were received by mail and 1 was received by email. Chaaban Decl. ¶ 22. As of the same date, the Monitor received only 1 proof of claim from a claimant who declared being assisted by an attorney in the submission of their proof of claim. Since the issuance by the Monitor of the Claims Bar Date Certificate, the call center established by the Monitor has received and responded to 2,162 calls in connection with the claims process, and the asbestoscorp@rcgt.com mailbox has received and responded to 319 emails from claimants and potential claimants seeking information or assistance regarding the filing of Proofs of Claim and related process questions. *Id.*

E. **The Canadian Court Approves the Claims Adjudication Orders While Deferring Resolution of Certain Disputes Concerning the Quantification of Asbestos Claims**

48. On May 4, 2026, the Co-Applicants filed the Application for the Issuance of Claims Adjudication Orders with the Canadian Court (the "**Claims Adjudication Order Application**").

49. The Co-Applicants provided a copy of the Claims Adjudication Order Application to counsel for the Canadian Opposing Parties on April 21, 2026—two weeks prior to filing and three weeks prior to the noticed hearing date—affording them advance notice and an opportunity to review and comment on the proposed orders. Chaaban Decl. ¶ 24. On May 8, 2026, the Canadian Opposing Parties filed an objection to the Claims Adjudication Order Application.

50. The Canadian Court conducted hearings in respect of the Claims Adjudication Order Application on May 11, 12, 15, and 22, 2026. At the conclusion of the hearing held on May 15, 2026, the Canadian Court shared its initial impressions regarding the provisions of the Claims

Adjudication Application and encouraged the parties to meet and attempt to narrow the points of contention prior to reconvening for a final hearing on May 22, 2026. *See* Seventh Status Report, ECF No. 190, ¶ 17. Although the Co-Applicants made several accommodations to the Canadian Opposing Parties, the parties were unable to come to an agreement on all aspects of the proposed order.[9] *See id.*

i. <u>Judgment Deferring Ruling on Settlement Value Chart</u>

51. On June 10, 2026, the Canadian Court issued a judgment granting the Canadian Opposing Parties' request to retain their own economic expert to prepare and file a report countering a report prepared by the Monitor's economic expert, Dr. Plancich, which proposed that the Debtor's historical average settlement values be utilized as a reference point to assist in the Monitor's valuation of Existing Asbestos Claims. *See* June 10, 2026 Judgment, ECF No. 192-1.

52. At a case management conference held on June 18, 2026, the Canadian Court set July 10, 2026 as the deadline for the Canadian Opposing Parties to file a responsive expert report. Asbestos Claims Adjudication Order and Judgment, ECF No. 192-3 ¶ 2. The Canadian Court noted the parties' agreement that once the dispute over the historical values to be used by the Monitor in determining individual claim values has been resolved, the resulting chart would be

[9] Among the accommodations made by the Co-Applicants was the modification of the appeal deposit procedure, so that the $500 deposit is payable only after the Monitor determines that an appeal will proceed before a Claims Officer (as opposed to the court), rather than at the time of filing the Appeal Application, *see* Asbestos Claims Adjudication Order, ¶ 48(f), and the agreement that the Monitor will provide at least fourteen (14) days' advance notice before seeking Court approval of a proposed Claims Officer appointment. *Id.* ¶ 55.

incorporated into a protocol for quantifying claims, which will be submitted to the Canadian Court for approval. *Id.*[10]

ii. **Judgment Approving the Asbestos Claims Adjudication Application**

53. On June 19, 2026, the Canadian Court approved the Asbestos Claims Adjudication Order with the accommodations agreed by the Co-Applicants in advance of the May 22, 2026 hearing, and deferred the determination of the historical values pending receipt of the Canadian Opposing Parties' expert report and a further hearing. ECF No. 192-3.

54. In its detailed judgment, the Canadian Court noted its broad discretionary authority under section 11 of the CCAA to issue tailored orders to respond to the particular demands of each restructuring. The Canadian Court observed that claims procedure orders are routinely granted under section 11, constitute "a normal and essential step in a restructuring process," and must be designed to "improve efficiency, accessibility, and certainty" while providing "a fair and reasonable review and evaluation procedure." *Id.* ¶¶ 17-19. Applying that framework, the Canadian Court considered and ultimately rejected each of the Canadian Opposing Parties' various objections.

55. First, the Canadian Court acknowledged the objectors' concern about the possibility that distributions could be made without a creditor vote, but found that concern to be premature and possibly theoretical. *Id.* ¶¶ 25-26.

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[10] As described in Schedule B to the proposed Asbestos Claims Adjudication Order, these historical settlement values, which are separately calculated by disease type, will be used as a reference point before claim-specific factors such as the claimant's age, dependents, life status, economic loss, exposure duration, smoking history, disease severity, prior compensation received from other sources, and ACL's proportionate share of exposure are applied to enhance or reduce final claim determinations. *See* Fifth Monitor Report, ECF No. 190-1, § 9.7; June 10, 2026 Judgment, ECF No. 192-1 ¶ 6.

56. Second, the Canadian Court rejected the objectors' contentions that they were not sufficiently consulted as the Monitor and Co-Applicants developed the proposed claims review process. The Canadian Court found it "incorrect" for the objectors "to argue that the Asbestos Claims Review and Adjudication Order was developed without Claimants having had the opportunity to make their position known." The Canadian Court emphasized that "[s]ince the beginning of the proceedings . . . the Opposing Parties have appeared before the Court to contest most of the applications presented[,]" that in each case "their grounds were considered and analyzed[,]" and that the Co-Applicants had in fact modified the proposed claims review and adjudication order to "take into account certain legitimate concerns of the Opposing Parties." *Id.* ¶ 31.

57. Third, the Canadian Court dismissed the objectors' contention that claimants must be permitted to "opt out" of the claims process and pursue individual direct actions against ACL's insurers. The Canadian Court noted that this argument was inconsistent with the Canadian Court's prior judgment extending the stay of proceedings to the insurers, as well as antithetical to the philosophy of the CCAA. *Id.* ¶¶ 34-38.

58. Fourth, the Canadian Court noted the objectors' various concerns that aspects of the claims review process were "unfair, unreasonable, and inadequate," but deemed those objections premature. The Canadian Court observed that it had not yet resolved the dispute over Dr. Plancich's determination of ACL's historical settlement values, and that the Co-Applicants had not yet developed or submitted for approval the protocol that will be used to evaluate and quantify claims. *Id.* ¶¶ 39-40.

59. In reaching its determination to approve the Asbestos Claims Adjudication Order, the Canadian Court found that "the proposed Claims Review and Adjudication Order tends to

improve efficiency, accessibility, and certainty" and "appears to be transparent, fair, and reasonable." *Id.* ¶ 20. The Canadian Court further observed that the Order "will allow several [v]ictims of asbestos-related diseases, many of whom appear to have been waiting for their 'day in Court' for more than 20 years, to receive a settlement proposal." *Id.*

60. The deadline for seeking leave to appeal from the Asbestos Claims Adjudication Order is July 10, 2026. Counsel to the U.S. Opposing Parties have advised that the Canadian Opposing Parties intend to seek leave to appeal from that order. Tardif Decl. ¶ 10.

RELIEF REQUESTED

61. By this Motion, the Foreign Representative seeks entry of the Proposed Order, pursuant to sections 105(a), 1501, 1507, and 1521 of the Bankruptcy Code and Bankruptcy Rules 2002 and 9014: (i) recognizing and enforcing the Canadian Orders in the United States; and (ii) granting related relief.

BASIS FOR RELIEF REQUESTED

I. Recognition and Enforcement of the Canadian Orders is Appropriate Under Sections 1521(a) and 1507 of the Bankruptcy Code

62. Upon recognition of a foreign proceeding, section 1521(a) of the Bankruptcy Code authorizes the Court to grant "any appropriate relief" at the request of the foreign representative where necessary to effectuate the purpose of chapter 15 and to protect the assets of the debtor or the interests of creditors. 11 U.S.C. § 1521(a). While section 1521(a) provides certain examples of what "appropriate relief" may include, a bankruptcy court has "broad discretion" under this provision to grant other forms of relief. *See In re Asbestos Corp. Ltd.*, 674 B.R. 855, 868 (Bankr. S.D.N.Y. 2025). "The discretion that is granted [under Section 1521(a)] is 'exceedingly broad.'" *Id.* (quoting *In re Atlas Shipping A/S*, 404 B.R. 726, 739 (Bankr. S.D.N.Y. 2009)); *see also, e.g.*,

In re Iovate Health Scis. Int'l Inc., No. 25-11958 (MG), 2026 WL 1295907, at *6 (Bankr. S.D.N.Y. May 12, 2026) ("Bankruptcy courts are afforded this broad discretion in the interest of comity and foreign cooperation."); *In re Metcalfe & Mansfield Alternative Investments*, 421 B.R. 685, 696 (Bankr. S.D.N.Y. 2010) (similar).

63. Alternatively, section 1507 of the Bankruptcy Code "provides additional discretionary grounds for the Court to grant relief to the foreign representative." *In re Odebrecht Engenharia e Construção S.A. - Em Recuperação Jud.*, 669 B.R. 457, 466 (Bankr. S.D.N.Y. 2025). Section 1507 permits the Court to grant the requested relief as "additional assistance" available under the Bankruptcy Code or under "other laws of the United States," provided that such assistance is consistent with the principles of comity and satisfies the fairness considerations set forth in section 1507(b). *In re Rede Energia S.A.*, 515 B.R. 69, 90 (Bankr. S.D.N.Y. 2014).

64. Courts frequently enforce post-recognition orders issued by foreign courts under sections 1521 or 1507 of the Bankruptcy Code. *See, e.g.*, *Iovate,* 2026 WL 1295907, at *10–11 (recognizing and enforcing Canadian court's reverse vesting order as "appropriate relief" under section 1521(a)(7)); *In re Oak & Fort Corp.,* 25-11282 (MG) (Bankr. S.D.N.Y. Jan. 22, 2026) (ECF No. 34) (order recognizing and enforcing claims process order entered in CCAA proceeding); *In re Ephedra Prods. Liab. Litig.*, 349 B.R. 333, 334 (S.D.N.Y. 2006) (recognizing and enforcing claims procedure order entered in a CCAA proceeding addressing personal injury and wrongful death claims, pursuant to section 1521(a)); *In re Quebecor World Inc.*, Case No. 08-13814 (JMP) (Bankr. S.D.N.Y., November 14, 2008) (ECF No. 7) (enforcing a claims procedure order issued by a Canadian court governing the filing of claims by U.S. creditors in Canada); *see also In re Oi S.A.*, 587 B.R. 253, 266–67 (Bankr. S.D.N.Y. 2018) (granting relief to enforce Brazilian court's confirmation order under both sections 1521 and 1507); *In re Cell C Proprietary*

Ltd., 571 B.R. 542, 554–55 (Bankr. S.D.N.Y. 2017) (recognizing and enforcing South African sanction order as "appropriate relief" under sections 1521 and 1507); *Rede Energia S.A.*, 515 B.R. at 92-93 (finding that enforcing a foreign confirmation order is "appropriate relief" available under section 1521); *In re Sino-Forest Corp.*, 501 B.R. 655, 663–66 (Bankr. S.D.N.Y. 2013) (enforcing Canadian court order approving class action settlement that included third-party release and injunction under section 1507).

65. In evaluating whether to grant comity, it is highly relevant that the orders here were entered by a Canadian Court in a proceeding under the CCAA. As this Court has explained:

> When the foreign proceeding is in a sister common law jurisdiction with procedures akin to our own, comity should be extended with less hesitation, there being fewer concerns over the procedural safeguards employed in those foreign proceedings. The U.S. and Canada share the same common law traditions and fundamental principles of law. Canadian courts afford creditors a full and fair opportunity to be heard in a manner consistent with standards of U.S. due process. U.S. federal courts have repeatedly granted comity to Canadian proceedings.

Metcalfe & Mansfield, 421 B.R. at 698 (citation modified). Thus, "U.S. Bankruptcy courts regularly approve transactions and plans involving chapter 15 debtors in CCAA proceedings that have been approved through orders in the Canadian court." *Iovate*, 2026 WL 1295907, at *10; *see also, e.g.*, *Cornfeld v. Invs. Overseas Servs.*, 471 F. Supp. 1255, 1259 (S.D.N.Y. 1979) ("It is 'well-settled' in New York that the judgments of the Canadian courts are to be given effect under principles of comity.").

66. Applying these principles, enforcement of the Canadian Orders here is warranted as a matter of comity. These orders were entered by the Canadian Court under the CCAA, a statutory framework that has been repeatedly held to comport with "fundamental standards of fairness," *Metcalfe & Mansfield*, 421 B.R. at 697, and to "afford[] claimants a fair and impartial proceeding," *Ephedra*, 349 B.R. at 337.

67. As set forth above, the objecting parties were given a full and fair opportunity to be

heard in the CCAA Proceeding. The Monitor and Co-Applicants engaged with the Canadian Opposing Parties before submitting their applications and revised the proposed orders to accommodate certain concerns that the Canadian Opposing Parties expressed, and in response to observations of the Canadian Court. To the extent that the Canadian Opposing Parties objected to the Canadian Orders, the Canadian Court carefully considered those objections and addressed them in its detailed and reasoned judgments.

68. Although this Court need not "make an independent determination about the propriety of individual acts of a foreign court" to grant comity, *Metcalfe & Mansfield*, 461 B.R. at 697, the Canadian Orders here fall well within the Canadian Court's expansive authority. The CCAA provides broad discretion to enter bar date and claims process orders. And the orders here are essential to the success of this CCAA Proceeding.

69. First, the Bar Date Orders ensure that all existing claims against ACL are identified and centralized in a single proceeding, thereby preventing the continuation of piecemeal litigation in U.S. courts by existing claimants and preserving ACL's assets for an orderly distribution to creditors. As the Canadian Court observed, the Asbestos Claims Bar Date Order is "fair and reasonable," Asbestos Claims Bar Date Order ¶ 10, and "the Proof of Claim provides each victim an effective and inexpensive means of establishing their rights." *Id*. ¶ 18; *see* Tardif Decl. ¶ 8.

70. Second, the Claims Adjudication Orders likewise serve an essential function in the CCAA restructuring. As the Canadian Court noted, a claims review and adjudication order, like a bar date order, is "a normal and essential step" in the CCAA process. Asbestos Claims Adjudication Order ¶ 18; *see* Tardif Decl. ¶ 8. The Claims Adjudication Orders provide for administrative review of claims by a court-supervised fiduciary (here, the Monitor), evaluation of claims based on standardized criteria far superior to the U.S. litigation status quo, which often

generates wildly disparate outcomes for similarly situated claimants. And the Claims Adjudication Orders provide multiple levels of appeal for claimants who dispute the Monitor's initial determination.

71. Both sets of orders are thus a necessary component of the CCAA process, and each is a key step to achieve its central objective of resolving ACL's asbestos liabilities on a comprehensive and global basis, through the efficient and fair resolution of claims in a single centralized forum. As the Canadian Court found in requesting this Court's assistance, this Court's enforcement of the orders is likewise needed to ensure that the claims process is not derailed by actions taken within the United States.

II. <u>The Rights of Claimants Are Sufficiently Protected</u>

72. "All actions taken under section 1521 must adhere to 1522(a), which requires bankruptcy courts to ensure the interests of creditors are sufficiently protected." *Iovate*, 2026 WL 1295907, at *7; *see also* 11 U.S.C. § 1507(b) (similarly requiring court to consider creditor protections before granting additional assistance under § 1507(a)). "Standards that inform the analysis of § 1522 protective measures in connection with discretionary relief emphasize the need to tailor relief and conditions so as to balance the relief granted to the foreign representative and the interests of those affected by such relief, without unduly favoring one group of creditors over another." *Atlas Shipping*, 404 B.R. at 739 (internal citations omitted).

73. This Court has described "sufficient protection under § 1522(a) as embodying three basic principles: "the just treatment of all holders of claims against the bankruptcy estate, the protection of U.S. claimants against prejudice and inconvenience in the processing of claims in the [foreign] proceeding, and the distribution of proceeds of the [foreign] estate substantially in accordance with the order prescribed by U.S. law." *In re Olinda Star Ltd.*, 614 B.R. 28, 46 (Bankr. S.D.N.Y. 2020) (quoting *Atlas Shipping*, 404 B.R. at 740). To the extent the *Atlas Shipping* factors

are relevant to the Canadian Orders here, they are easily satisfied.

74. The first *Atlas Shipping* factor, which looks to "just treatment of all holders of claims," "is generally satisfied upon a showing that the applicable law provides for a comprehensive procedure for the orderly and equitable distribution of [the debtor]'s assets among all of its creditors." *In re Avanti Commc'ns Grp. PLC*, 582 B.R. 603, 616 (Bankr. S.D.N.Y. 2018) (quoting *Rede Energia S.A.*, 515 B.R. at 95); *see also Allstate Life Ins. Co. v. Linter Grp. Ltd.*, 994 F.2d 996, 1000 (2d Cir. 1993) (in reviewing grant of comity, considering whether foreign insolvency law enables distribution of debtor's assets "in an equitable, orderly, and systematic manner") (internal citations omitted). Here, the Bar Date and Claims Adjudication Orders do not address distributions under a CCAA plan; to date, no plan has been proposed or approved. They also do not affect future asbestos claimants, whose rights are fully preserved. In any event, the numerous chapter 15 decisions enforcing CCAA orders, including orders sanctioning CCAA plans, refute any notion that the CCAA fails to provide for just treatment of claimants. *See, e.g.*, *Asbestos Corp.*, 674 B.R. at 874 (noting that Canadian bankruptcy proceedings "are intended to safeguard equality of distribution to creditors of the same class").

75. Insofar as this factor requires consideration of whether the approved claims process would facilitate an "orderly and equitable distribution," the process here readily qualifies. Together, the Canadian Orders establish a uniform, court-supervised procedure for identifying and filing existing asbestos claims against ACL, with the participation of the Monitor and an appeal process to the extent claimants are aggrieved. In marked contrast to the pre-filing status quo of piecemeal, uncoordinated and haphazard U.S. tort litigation, the Canadian court-approved process will channel all claims into a single forum that subjects all similarly situated claimants to the same procedures, timelines, and criteria for evaluating and quantifying their claims.

76. The second *Atlas Shipping* factor, which considers the "protection of U.S. claimants against prejudice and inconvenience in the processing of claims," "is satisfied where creditors are given adequate notice of the timing and procedures for filing claims, and such procedures do not create additional burdens for a foreign creditor seeking to file a claim." *In re Comair Ltd.*, No. 21-10298, 2025 WL 3037797, at *8 (Bankr. S.D.N.Y. Oct. 30, 2025); *Oi S.A.*, 587 B.R. at 268. Importantly, the fact that a U.S. creditor may have to submit claims in a foreign proceeding does not, by itself, preclude relief under chapter 15. As long as U.S. creditors "have a proper forum available to them" and can "pursue their rights and remedies in one court of competent jurisdiction," this factor is satisfied. *Atlas Shipping*, 404 B.R. at 741-42.

77. In granting stay relief under § 1521 upon recognizing the CCAA Proceeding, this Court determined that "[i]ssues regarding prejudice to claimants for being forced to defend their claims in Canada are unfounded." 674 B.R. at 876. The process leading to the approval of the Canadian Orders, as well as the terms of those orders, confirms that there is no such prejudice.

78. The Canadian Orders were entered only after a full airing of the Canadian Opposing Parties' concerns, and after accommodations were made in response to certain of those concerns. In its reasoned judgments, the Canadian Court specifically considered and rejected all remaining objections raised by the Canadian Opposing Parties, finding that the contested orders were fair, sufficiently protective of creditors, and in the best interest of all stakeholders. The Canadian Orders create a claims process that is open to all potential claimants and, far from placing "additional burdens" on foreign creditors, *Comair*, 2025 WL 3037797, at *8, takes pains to facilitate their participation.

79. The Bar Date Orders are supported by a comprehensive notice program that provides direct notice to Known Claimants and their counsel, as well as publication notice to

unknown existing claimants. Claimants will be afforded a reasonable period of approximately six months following the issuance of the Claims Bar Date Certificate to submit their proofs of claim. To further assist claimants in preparing their claims, the Monitor has posted ACL's historical sales information online and made available additional information and documents in the Virtual Data Room under terms that have been approved by the Canadian Court. To avoid any inconvenience to foreign creditors, the Bar Date Orders permit proofs of claim and other claim documents to be submitted by e-mail, via a website, or physically to a U.S. mailing address. The Monitor has also established a call center and email inbox to assist potential claimants with any questions about the claim forms and procedures.

80. The Claims Adjudication Orders, for their part, protect all existing claimants—including U.S. claimants—from prejudice and inconvenience through robust procedural safeguards, including multiple levels of review, a requirement that the Monitor provide a written determination of claims, and the establishment of an appeal process.

81. The third *Atlas Shipping* factor "requires only that the foreign distribution scheme be 'substantially in accordance' with United States bankruptcy law; it does not have to mirror the United States distribution rules." *Comair*, 2025 WL 3037797, at *8 (internal citations omitted). This factor is concerned with "priority rules" under foreign insolvency law, as opposed to "creditor protections." *In re Bd. Of Dirs. of Telecom Argentina, S.A.*, 528 F.3d 162, 170 n.9 (2d Cir. 2008). Again, the Bar Date and Claims Process Orders do not address distributions, which would require approval through a separate application and order of the Canadian Court. Nor is there any reason to suppose that the distribution provisions of the CCAA differ from those under U.S. bankruptcy law in any relevant respect.

82. Finally, in considering § 1521(a) relief in the context of CCAA proceedings, this Court has acknowledged the critical role of the Canadian Monitor: "the independent officer appointed by the Canadian Court to provide objective oversight and ensure the restructuring is fair and impartial to all stakeholders," in protecting the interests of creditors. *Asbestos Corp.*, 674 B.R. at 876; *see also Iovate*, 2026 WL 1295907, at *10 ("The assurance that all holders of claims or interests in the debtor's property have been treated justly is further supported by independent Monitor leading the process."). The Monitor participated in the development of the Canadian Orders, and will continue to carry out its statutory responsibility to ensure that all stakeholders, including U.S. creditors, are fairly treated in the CCAA Proceeding and the claims process.

83. For these reasons, and as the Canadian Court found, the Canadian Orders appropriately balance the interests of ACL's stakeholders, "without unduly favoring one group of creditors over another." *Atlas Shipping*, 404 B.R. at 739 (internal citations omitted); *cf. Asbestos Corp.*, 674 B.R. at 873 (expressing concern that the U.S. Opposing Parties' prior objections' "further[ed] the interests of a small number of tort creditors that can win the 'race to the courthouse' … , rather than ensuring that ACL's Canadian reorganization proceeding will provide equality of distributions for all similarly situated creditors"). The relief requested satisfies §§ 1522 and 1507(b).

III. Recognition and Enforcement of the Canadian Orders is Not Manifestly Contrary to U.S. Public Policy

84. Section 1506 of the Bankruptcy Code provides that "[n]othing in this chapter prevents the court from refusing to take an action governed by this chapter if the action would be manifestly contrary to the public policy of the United States." 11 U.S.C. § 1506. Section 1506 "does not create an exception for any action under Chapter 15 that may conflict with public policy, but only an action that is 'manifestly contrary.'" *In re Fairfield Sentry Ltd.*, 714 F.3d 127, 139 (2d

Cir. 2013) (emphasis removed). This public policy exception has been construed as "extraordinarily narrow, applying only to instances that implicate the 'most fundamental policies of the United States.'" *Iovate*, 2026 WL 1295907, at *10 (quoting *Ephedra Prods.*, 349 B.R. at 336).

85. The public policy exception requires more than identifying ways in which "relief granted in the foreign proceeding and the relief available in a U.S. proceeding" are not "identical." *Metcalfe & Mansfield*, 421 B.R. at 697. "The key determination required by this Court is whether the procedures used in Canada meet our fundamental standards of fairness." *Id*.

86. The Canadian Orders are fully consistent with U.S. public policy. As the Court has already observed, "[b]ankruptcy proceedings in Canada" have "time and again [been] found to conform to high standards of due process." *Asbestos Corp.*, 674 B.R. at 874. The Canadian Orders here likewise afford claimants a fair and impartial procedure, including notice, an opportunity to be heard, access to evidence, review by a neutral Claims Officer, and appeal rights to the Canadian Court. Given that fundamental fairness, "nothing more is required by § 1506 or any other law." *Ephedra*, 349 B.R. at 337.

87. Bar date orders and other claims process-related orders are routinely entered in U.S. chapter 11 cases, including asbestos cases. To the extent the specific provisions set forth in the Canadian Orders differ from those that would be customary in a U.S. chapter 11 asbestos case, those differences do not implicate fundamental U.S. policies. And as the Court already found in its Recognition Opinion, the fact that the CCAA does not incorporate the 11 U.S.C. § 524(g) framework does not itself "meet the public policy exception," as long as the Canadian Court offers "a fair and impartial procedure," *Asbestos Corp.*, 674 B.R. at 877 (citing *Ephedra*, 349 B.R. at 337), which it has done here.

NOTICE

88. Notice of the filing of this Motion will be given to all parties on the Master Service List, the United States Trustee for the Southern District of New York, and any other parties entitled to notice under the Bankruptcy Code and Bankruptcy Rules. The Foreign Representative submits that no other notice need be given regarding this Motion.

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CONCLUSION

WHEREFORE, the Foreign Representative respectfully requests that this Court enter the Proposed Order, substantially in the form attached hereto as Exhibit A: (i) recognizing and enforcing the Canadian Orders in the United States; and (ii) granting such other and further relief as may be just and proper.

Dated: New York, New York
July 8, 2026

ORRICK, HERRINGTON & SUTCLIFFE LLP

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