

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**WOLLMUTH MAHER & DEUTSCH LLP**

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(Admission *pro hac vice* pending)

*PROPOSED ATTORNEYS FOR DEBTOR*

In re:

LTL MANAGEMENT LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**NOTICE OF DEBTOR’S MOTION FOR AN ORDER  
(I) APPOINTING CO-MEDIATORS, (II) ESTABLISHING  
MEDIATION PROCEDURES AND (III) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that, on the date set by the Court pursuant to a proposed Order Shortening Time (“OST”) and Application submitted herewith, LTL Management LLC, the debtor in above-captioned chapter 11 case (the “Debtor”), by and through its counsel, shall move (the “Motion”) before the Honorable Michael B. Kaplan, United

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

States Bankruptcy Judge, at the United States Bankruptcy Court, Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608, for entry of an order appointing co-mediators and establishing mediation procedures.

**PLEASE TAKE FURTHER NOTICE** that, responsive papers, if any, must be filed with the Clerk of the Bankruptcy Court, Clarkson S. Fisher Courthouse, 402 East State Street, Trenton, New Jersey 08608, and served upon (a) the Office of the United States Trustee for the District of New Jersey, (b) the top law firms representing talc claimants against the Debtor, as identified in the Debtor's chapter 11 petition, (c) counsel to the Debtor's non debtor affiliates, Johnson & Johnson Holdco (NA) Inc. and Johnson & Johnson, (d) the proposed future claimants' representative and her proposed counsel and (e) any other party entitled to notice in accordance with any OST entered by the Court.

**PLEASE TAKE FURTHER NOTICE** that, unless an objection is timely filed and served, the Motion will be deemed uncontested in accordance with D.N.J. LBR 9013-3(d) and the relief may be granted without a hearing.

Dated: April 10, 2023

**WOLLMUTH MAHER & DEUTSCH LLP**

/s/ Paul R. DeFilippo

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Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**DEBTOR'S MOTION FOR AN ORDER  
(I) APPOINTING CO-MEDIATORS, (II) ESTABLISHING  
MEDIATION PROCEDURES AND (III) GRANTING RELATED RELIEF**

The above-captioned debtor (the “Debtor”) moves the Court, pursuant to section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 9019-1 and 9019-2 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Bankruptcy Rules”) for the entry of an order substantially in the form

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

submitted herewith (the “Proposed Order”) (i) appointing the Hon. Joel Schneider (Ret.), and Gary Russo (together, the “Co-Mediators”) to mediate all issues in this chapter 11 case (the “Chapter 11 Case”),<sup>2</sup> (ii) establishing procedures for the mediation as set forth in the Proposed Order and (iii) granting related relief. In support of this Motion, the Debtor respectfully represents as follows:

### **Preliminary Statement**

The Debtor filed this Chapter 11 Case after it reached an agreement with more than 60,000 claimants on the material terms of a plan of reorganization that, if confirmed and consummated, would fully resolve all the Debtor’s liability for talc-related claims. That agreement, which has been memorialized in a series of plan support agreements, was reached with the assistance of the co-mediators appointed to mediate all issues in the 2021 Chapter 11 Case. To achieve a prompt resolution, the Debtor intends immediately to engage in good faith negotiations with its key constituencies, including the legal representative for future talc claimants that is appointed in this Chapter 11 Case,<sup>3</sup> the Debtor’s insurers and other talc claimants, to finalize the terms of a plan of reorganization consistent with the terms set forth in the plan support agreements and file a plan by May 14, 2023, or as soon thereafter as feasible, as required by the plan support agreements.

The Debtor submits that it is appropriate for this Court to appoint the Co-Mediators in this case to continue to assist the parties with negotiations regarding a plan

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<sup>2</sup> In the Debtor’s prior chapter 11 case (the “2021 Chapter 11 Case”), the Court entered an order appointing Hon. Donald Steckroth (Ret.) as a mediator to mediate a comprehensive resolution of issues in that case, including all matters related to the estimation and plan treatment of consumer protection claims held by state attorneys general [No. 21-30589, Dkt. 3720]. The Debtor reserves the right to seek to appoint Hon. Steckroth as a Co-Mediator and to have this Court refer the state attorneys general to the mediation.

<sup>3</sup> Concurrently herewith, the Debtor filed a motion to appoint Ms. Randi S. Ellis as the legal representative for future talc claimants in this Chapter 11 Case.

pursuant to the same mediation protocol approved in the Debtor's prior case. The Debtor believes that mediation would facilitate a successful resolution of this Chapter 11 Case and assist with the Debtor's efforts to promptly seek additional support for its proposed plan of reorganization. Given their experience in the 2021 Chapter 11 Case, the Co-Meditators are knowledgeable about the issues in this case and should be in a position to quickly resume the mediation. Accordingly, the Debtor respectfully requests that the Court order the parties to mediation and appoint the Co-Mediators to mediate all issues in this Chapter 11 Case.

### **Jurisdiction and Venue**

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.) (the "Standing Order of Reference"). 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 continue to manage its property and operate its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. The statutory predicates for the relief requested herein are section 105(a) of the Bankruptcy Code and Local Bankruptcy Rules 9019-1 and 9019-2.

### **Background**

3. On April 4, 2023 (the "Petition Date"), the Debtor commenced this Chapter 11 Case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. The Debtor, a North Carolina limited liability company, is a defendant in thousands of lawsuits asserting personal injuries allegedly caused by exposure to talc-containing

products. It is the direct parent of Royalty A&M LLC, a North Carolina limited liability company, which manages a portfolio of royalty revenue streams, including some based on third party sales of certain products, and will seek opportunities to acquire or finance additional royalty revenue streams.

5. The Debtor commenced this Chapter 11 Case after reaching agreement on the material terms of a plan of reorganization with thousands of talc claimants. That agreement has been memorialized in a series of plan support agreements that have been executed and delivered by numerous plaintiff law firms on behalf of claimants with ovarian cancer and mesothelioma claims. The Debtor intends to pursue confirmation of a plan of reorganization that contains the terms agreed to in the plan support agreements as soon as possible. A comprehensive description of the Debtor, its history, its assets and liabilities and the events leading to the commencement of the Chapter 11 Case can be found in the declaration of John K. Kim [Dkt. 4] (the “First Day Declaration”), which was filed on the Petition Date and is incorporated herein by reference.

***The Mediation in the 2021 Chapter 11 Case***

6. On March 18, 2022, the Court entered an *Order Establishing Mediation Protocol* [No. 21-30589, Dkt. 1780] and on May 16, 2022, it entered an *Amended Order Establishing Mediation Protocol* [No. 21-30589, Dkt. 2300] (as amended, the “2022 Mediation Order”) in the 2021 Chapter 11 Case. Pursuant to the 2022 Mediation Order, the Court appointed the Hon. Joel Schneider and Gary Russo as co-mediators.

7. Pursuant to the 2022 Mediation Order, the Debtor and J&J (as defined below) engaged in a series of negotiations with the Debtor’s key constituencies, including the official committee of talc claimants, the legal representative for future talc claimants, and the Debtor’s insurers. Those negotiations culminated in the plan support agreements. See First Day

Decl. ¶ 72. Following the Third Circuit’s denial of the Debtor’s request for rehearing en banc in connection with the 2021 Chapter 11 Case, this Court discontinued the Court-ordered mediation but “urged” the parties “to continue informal settlement discussions.” *Text Order, In re LTL Mgmt. LLC*, No. 21-30589 (Bankr. D.N.J. Mar. 23, 2023).

8. On April 4, 2023, the Court entered the *Order (I) Dismissing Debtor’s Chapter 11 Case Pursuant to § 1112(b); (II) Establishing Procedures With Respect to Requests for Compensation; and (III) Granting Related Relief* [No. 21-30589, Dkt. 3938] (the “Dismissal Order”). Pursuant to the Dismissal Order, the co-mediators appointed in the 2021 Chapter 11 Case were discharged of their duties, as provided therein, in that case. See Dismissal Order ¶ 11.

#### **Relief Requested**

9. Pursuant to section 105(a) of the Bankruptcy Code and Local Bankruptcy Rules 9019-1 and 9019-2, the Debtor seeks the entry of the Proposed Order (a) appointing the Co-Mediators to mediate (the “Mediation”) a comprehensive resolution of this case (the “Mediation Issues”), (b) establishing the mediation procedures set forth in the Proposed Order, and (c) granting related relief. The Court granted the Debtor this same relief in the 2021 Chapter 11 Case. See 2022 Mediation Order.

10. The Debtor further requests that the Court refer the following parties (collectively, the “Mediation Parties”) to the Mediation: (a) the Debtor; (b) Johnson & Johnson Holdco (NA) Inc.<sup>4</sup> and Johnson & Johnson (together, “J&J”); (c) any official committee of talc claimants appointed in this case (a “TCC”), by their member representatives, (d) the legal representative for future talc claimants appointed in this case (the “FCR”); (e) the insurers identified on Exhibit 1 to the Proposed Order; (f) the representative plaintiff in the action styled

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<sup>4</sup> Holdco was formerly known as Johnson & Johnson Consumer Inc.



DiSanto v. Johnson & Johnson, Alberta Court of Queen’s Bench (File Number 1901-11748) (the “DiSanto Plaintiffs”), the proposed representative plaintiff in the action styled Baker v. Johnson & Johnson, Ontario Superior Court of Justice (Court File No. CV-16-533046CP) (the “Baker Plaintiffs”), the proposed representative plaintiff in the action styled Williamson v. Johnson & Johnson, British Columbia Supreme Court (Case No. 179011) (the “Williamson Plaintiffs”), and any other Canadian representative(s), including the Canadian representative of the other putative classes active in Canada, who request to participate in the Mediation and agree to be bound by the terms of any entered mediation-related order if the Co-Mediators determine, in their sole discretion, such additional representative(s) should participate in the Mediation or the Court orders that such representatives should participate; and (g) any other party who wishes to participate in the Mediation and agrees to be bound by the terms of any entered mediation-related order if the Co-Mediators determine, in their sole discretion, such party should participate in the Mediation.

### **Basis for Relief Requested**

11. Local Bankruptcy Rule 9019-2 provides for the mediation of proceedings in this Court by automatic referral, party request or by the Court’s own motion.<sup>5</sup> See D.N.J. LBR 9019-2(a). Section 105(a) of the Bankruptcy Code provides that the Court “may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Accordingly, this Court has authority to order the Mediation. See In re Atl. Pipe Corp., 304 F.3d 135, 140 (1st Cir. 2002) (“There are four potential sources of

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<sup>5</sup> As a technical matter, Local Bankruptcy Rule 9019-2 provides for the referral to mediation: (a) automatically, in the case of the majority of adversary proceedings; (b) by joint request of the parties or by the Court, in the case of contested matters; and (c) by request of a party on written notice to the other parties and the Court or by the Court’s own motion at a status conference or hearing, in the case of adversary proceedings not automatically referred to mediation. Id. Absent referral to mediation, the Mediation Issues would likely be the subject of adversary proceedings or contested matters.

judicial authority for ordering mandatory non-binding mediation of pending cases, namely, (a) the court's local rules, (b) an applicable statute, (c) the Federal Rules of Civil Procedure, and (d) the court's inherent powers."); In re A.T. Reynolds & Sons, Inc., 424 B.R. 76, 85 (Bankr. S.D.N.Y. 2010) ("While it goes without saying that a court may not order parties to settle, this Court has authority to order the parties to participate in the process of mediation, which entails discussion and risk analysis.") rev'd on other grounds, 452 B.R. 374 (S.D.N.Y. 2011).

12. Several courts, including this Court, have ordered mediation in cases involving mass tort or similar liabilities. See, e.g., 2022 Mediation Order; Order Establishing Mediation Protocol, In re Aldrich Pump LLC, No. 20-30608 (JCW) (Bankr. W.D.N.C. Feb. 3, 2023), Dkt. 1608 (establishing court-ordered mediation upon the request of the Bankruptcy Administrator and over the objection of parties in interest); *Order (I) Appointing Mediators, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief, In re Boy Scouts of Am.*, No. 20-10343 (LSS) (Bankr. D. Del. June 9, 2020), Dkt. 812 (ordering parties into mediation although no prior agreement on mediation had been reached between the parties); *Order Appointing Mediator, In re PG&E Corp.*, No. 19-30088-DM (Bankr. N.D. Cal. Oct. 28, 2019), Dkt. 4499 at 3 (with the "expressed willingness of some of the principal parties to participate in mediation, the court will exercise its inherent authority under 11 U.S.C. § 105 and order the principal parties to make a good faith effort to mediate whatever issues can be identified with the help of the same experienced mediator. The obvious goal is to confirm a chapter 11 plan").

13. With the assistance of the Co-Mediators, the Debtor has made significant progress towards a consensual resolution of the Debtor's current and future talc claims. The Debtor intends to move quickly to obtain additional support for, and pursue confirmation of, a

plan of reorganization that contains the terms set forth in the plan support agreements. As a result, it is appropriate for the Court to order mediation now so that the parties may resume efforts to consensually resolve this case as soon as possible. Further, to facilitate a prompt resolution, the appointment of the Co-Mediators is essential given their familiarity with the Mediation Issues and the parties. Finally, the Court should approve the same mediation procedures that the parties agreed to, and the Court approved, in the 2021 Chapter 11 Case. This would avoid any delays to address disputes regarding the procedures, which were successfully utilized in the 2021 Chapter Case. Accordingly, the Debtor respectfully requests that the Court enter the Proposed Order.

#### **Waiver of Memorandum of Law**

14. The Debtor respectfully requests that the Court waive the requirement to file a separate memorandum of law pursuant to D.N.J. LBR 9013-1(a)(3) because the legal basis upon which the Debtor relies on is incorporated herein and the Motion does not raise any novel issues of law.

#### **Notice**

15. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the District of New Jersey; (b) the top law firms representing talc claimants against the Debtor, as identified in the Debtor's chapter 11 petition; (c) counsel to J&J; (d) the proposed FCR and her proposed counsel; (e) the insurers identified on Exhibit 1 to the Proposed Order; (f) the DiSanto Plaintiffs, the Baker Plaintiffs, and the Williamson Plaintiffs; and (g) all parties in interest having filed notices of appearance in this Chapter 11 Case. In light of the nature of the relief requested herein, the Debtor respectfully submits that no other or further notice need be provided.

**No Prior Request**

16. No prior request for the relief sought in this Motion has been made to this or any other Court in connection with this Chapter 11 Case.

WHEREFORE, the Debtor respectfully requests that the Court: (a) enter the Proposed Order granting the relief requested herein; and (b) grant such other and further relief to the Debtor as the Court may deem just and proper.

Dated: April 10, 2023

**WOLLMUTH MAHER & DEUTSCH LLP**

/s/ Paul R. DeFilippo

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In re:

LTL MANAGEMENT LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**ORDER (I) APPOINTING CO-MEDIATORS, (II) ESTABLISHING  
MEDIATION PROCEDURES AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages is hereby **ORDERED**.

<sup>1</sup> The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

(Page 2)

Debtor: LTL Management LLC

Case No. 23-1285-MBK

Caption: Order (I) Appointing Co-Mediators, (II) Establishing Mediation Procedures and  
(III) Granting Related Relief

Upon the motion (the “Motion”),<sup>2</sup> of LTL Management LLC, the debtor in the above-captioned case (the “Debtor”), pursuant to section 105(a) of the Bankruptcy Code and Local Bankruptcy Rules 9019-1 and 9019-2, and this Court having jurisdiction over the matter pursuant to 28 U.S.C. §§ 157(b) and 1334 and the Standing Order of Reference; and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion being good and sufficient notice thereof; and upon consideration of the Motion; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor’s estate, its creditors and other parties in interest and 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. The Motion is GRANTED.
2. The Hon. Joel Schneider (Ret.), whose address is Montgomery McCracken Walker & Rhoads LLP, LibertyView, 457 Haddonfield Road, Suite 600, Cherry Hill, NJ 08002, and Gary Russo, whose address is Jones Walker LLP, Suite 1600, 600 Jefferson Street, Lafayette, LA 70501, are hereby appointed as Co-Mediators in accordance with the terms of this Order.
3. The Co-Mediators are authorized to mediate (the “Mediation”) a comprehensive resolution of issues in the Chapter 11 Case (the “Mediation Issues”), which includes, without

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<sup>2</sup> Capitalized terms used herein but not otherwise defined have the meanings given to them in the Motion.

(Page 3)

Debtor: LTL Management LLC

Case No. 23-1285-MBK

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(III) Granting Related Relief

limitation, a chapter 11 plan, and all matters related to the estimation and plan treatment of personal injury claims against the estate related to talc or talc-containing products.

4. The following parties (collectively, the “Mediation Parties”) are referred to the Mediation: (a) the Debtor; (b) Johnson & Johnson Holdco (NA) Inc. and Johnson & Johnson (together, “J&J”); (c) any official committee of talc claimants appointed in this case (a “TCC”), by their member representatives, (d) the legal representative for future talc claimants appointed in this case (the “FCR”); (e) the insurers identified on Exhibit 1 to this Order; (f) the representative plaintiff in the action styled DiSanto v. Johnson & Johnson, Alberta Court of Queen’s Bench (File Number 1901-11748) (the “DiSanto Plaintiffs”), the proposed representative plaintiff in the action styled Baker v. Johnson & Johnson, Ontario Superior Court of Justice (Court File No. CV-16-533046CP) (the “Baker Plaintiffs”), the proposed representative plaintiff in the action styled Williamson v. Johnson & Johnson, British Columbia Supreme Court (Case No. 179011) (the “Williamson Plaintiffs”), and any other Canadian representative(s), including the Canadian representative of the other putative classes active in Canada, who request to participate in the Mediation and agree to be bound by the terms of this Order if the Co-Mediators determine, in their sole discretion, such additional representative(s) should participate in the Mediation or the Court orders that such representatives should participate; and (g) any other party who wishes to participate in the Mediation and agrees to be bound by the terms of this Order if the Co-Mediators determine, in their sole discretion, such party should participate in the Mediation. Any reference in this Order to a “Mediation Party”

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Debtor: LTL Management LLC

Case No. 23-1285-MBK

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shall include each Mediation Party identified in this paragraph irrespective of whether such party participates in any particular Mediation session.

5. Subject to the terms of this Order and applicable law, D.N.J. LBR 9019-1 and 9019-2, including, but not limited to, all confidentiality and privilege provisions therein applicable to mediation, as well as the following terms and guidelines will govern the Mediation process between the Mediation Parties:

- a. The Debtor must immediately serve the Co-Mediators with a copy of this Order.
- b. The scheduling and location of all Mediation sessions will be determined by the Co-Mediators. Sessions may be held in person, telephonically or by videoconference.
- c. Notwithstanding anything to the contrary in the Local Bankruptcy Rules, the Co-Mediators may conduct the Mediation as they see fit, establish rules of the Mediation, and consider and take appropriate action with respect to any matters the Co-Mediators deem appropriate to conduct the Mediation, subject to the terms of this Order.
- d. The Mediation Parties will make a good faith attempt to settle the Mediation Issues. The Mediation Parties, either personally or through a representative with authority to negotiate and settle the Mediation Issues, will make reasonable efforts to attend all sessions scheduled by the Co-Mediators to which they are invited to attend by the Co-Mediators.



(Page 5)

Debtor: LTL Management LLC

Case No. 23-1285-MBK

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- e. The Co-Mediators will be compensated at the rate of no more than \$850.00/hour.

The Co-Mediators are authorized to use associates or paralegals from their offices for necessary and reasonable assistance, at their standard rates. The Debtor is solely responsible for the Co-Mediators' fees. The fees are due not later than 30 days after presentation of the Co-Mediators' invoices, with copies to the TCC, the FCR, and the United States Trustee for Region 3 (the "U.S. Trustee").

- f. The Co-Mediators are permitted, at their discretion, to speak ex parte with the Court and/or the individual Mediation Parties and/or their representatives about the Mediation Issues.

- g. The Co-Mediators shall provide a status report, substantially in the form of the Local Form Mediation Report, no later than \_\_\_\_\_, 2023, and periodic status reports as they deem appropriate. Reports shall be filed under seal in the event that such reports disclose confidential settlement terms or proposals. An unredacted copy of any such report shall be provided to the U.S. Trustee and the U.S. Trustee shall maintain the confidentiality of such sealed report pursuant to 11 U.S.C. § 107(c)(3). An unredacted copy of any such report, together with periodic oral updates, also shall be provided to any information officer (the "Information Officer") appointed by the Canadian court in the proceedings commenced pursuant to Part IV of the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C 36 and with respect to which the Debtor has been

(Page 6)

Debtor: LTL Management LLC

Case No. 23-1285-MBK

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appointed as foreign representative. The Information Officer shall maintain the confidentiality of any information provided to it hereunder consistent with paragraph 5 of this Order.

- h. Not later than 7 days after the conclusion of the Mediation, the date of which will be determined by the Co-Mediators or the Court, the Co-Mediators must file a Local Form Mediation Report.
6. Confidentiality:
  - a. Except as provided in paragraph 6.c. below, unless the Co-Mediators and the Mediation Parties agree otherwise in writing, or unless disclosure is permitted or required by this Order or applicable law, including, without limitation, any state public disclosure laws, the Co-Mediators, the Mediation Parties, and other participants in the Mediation may not disclose to any entity or person who was not a participant in the Mediation any oral or written communication concerning the Mediation, including any document, report or other writing presented or used solely in connection with the Mediation (hereinafter, the “Protected Information”).
  - b. A Mediation Party who receives Protected Information may not disclose such Protected Information to another Mediation Party unless the Co-Mediators and the Mediation Party who disclosed such information agree in writing, or unless

(Page 7)

Debtor: LTL Management LLC

Case No. 23-1285-MBK

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disclosure is permitted or required by this Order or applicable law including, without limitation, any state public disclosure laws.

- c. A Co-Mediator must disclose to a proper authority information obtained at a Mediation session if required by law, or if a Co-Mediator or a Mediation Party has a reasonable belief that the disclosure will prevent a Mediation Party from committing a criminal or illegal act likely to result in death or serious bodily harm.
- d. A Co-Mediator shall not testify in any judicial proceeding as to any Protected Information, statements, matters, occurrences or observations arising out of the Mediation except by express written agreement of all Mediation Parties. This clause is not applicable to any litigation to enforce the terms of any written agreement reached by the Mediation Parties in the course of the Mediation wherein the meaning or content of such agreement is put in issue.
- e. No written record or transcript of any discussion had in the course of Mediation is to be kept, absent express written agreement by the Mediation Parties.
- f. Subject to paragraphs 6.h., 6.i., 6.j., and 7, Protected Information, whether written or verbal, is not subject to discovery or admissible in evidence in any subsequent proceeding. A Mediation Party may by independent evidence establish the substance of Protected Information in the subsequent proceeding.

(Page 8)

Debtor: LTL Management LLC

Case No. 23-1285-MBK

Caption: Order (I) Appointing Co-Mediators, (II) Establishing Mediation Procedures and  
(III) Granting Related Relief

- g. The disclosure by a Mediation Party of information to the Co-Mediators that would otherwise be shielded from disclosure in any other proceeding by virtue of the attorney-client, attorney work product, or other applicable privilege does not waive or otherwise adversely affect the privileged nature of that information. The Co-Mediators shall not provide privileged information or disclose the contents thereof to any other person, entity, or Mediation Party without the consent of the producing party (except that the Co-Mediators may disclose privileged information to any person assisting the Co-Mediators in the performance of their mediation duties, in which event such assistant shall be subject to the same restrictions as the Co-Mediators with respect to such privileged information). For the avoidance of doubt, information that is not privileged before it is shared with the Co-Mediators does not become privileged pursuant to this subparagraph 6.g. solely because it was shared with the Co-Mediators.
- h. For the avoidance of doubt, nothing herein prohibits a Mediation Party from disclosing its own position with respect to the treatment of claims or issues in the Chapter 11 Case or disclosing its own work product or underlying documents that were not prepared by another Mediation Party or the Co-Mediators for the purposes of Mediation in any subsequent litigation (including in this Court during the pendency of the Chapter 11 Case) solely because such documents were also used in whole or in part or such issues were discussed during the Mediation.

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- i. Nothing provided in this Order shall prohibit or limit the Debtor's or any Debtor affiliate's right or obligation to share information, including Protected Information, with any insurer if required under any applicable insurance contract and such insurer agrees to maintain the confidentiality of such information.
- j. The Co-Mediators shall not be required to destroy documents, electronic files or information as set forth in paragraph 18 of the *Order (I) Dismissing Debtor's Chapter 11 Case Pursuant to § 1112(b); (II) Establishing Procedures With Respect to Requests for Compensation; and (III) Granting Related Relief, In re LTL Mgmt. LLC*, No. 21-30589 (Bankr. D.N.J. Apr. 4, 2023), Dkt. 3938 (the "Dismissal Order").
- k. Nothing provided in this Order shall prohibit or limit any insurer's right or obligation to share information, including Protected Information, with any other insurer, any reinsurer upon request of such reinsurer, or any auditor or regulator upon request of such auditor or regulator if required under any insurance contract, reinsurance contract or applicable regulation and such insurer, reinsurer, auditor or regulator is provided a copy of this Order and agrees to maintain the confidentiality of such information in accordance with this Order. If any such insurer, reinsurer, auditor or regulator does not agree to maintain the confidentiality of such information in accordance with this Order, then prior to disclosing such Protected Information, the applicable insurer shall promptly

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provide written notice of its intended disclosure to the Mediation Parties to permit any Mediation Party, at its own expense, to seek a protective order or take other appropriate action (collectively, a “Protective Motion”). If a Protective Motion is filed within fifteen days following the receipt of such notice (the “Notice Period”), the applicable insurer shall not produce the requested information to such reinsurer, auditor or regulator pending a determination of such motion. If no Protective Motion is filed within the Notice Period or the Protective Motion is denied, the applicable insurer may produce the requested information to such reinsurer, auditor or regulator consistent with any order in respect of the Protective Motion, if applicable.

7. Notwithstanding entry of this Order, the rights and arguments of all Mediation Parties and other parties in interest with respect to the discoverability or admissibility of information and documents exchanged in connection with the Mediation are expressly preserved.

8. Nothing contained in this Order shall in any way operate to, or have the effect of, imposing, impairing, altering, supplementing, changing, expanding, decreasing or modifying any rights or obligations of any insurer or of Johnson & Johnson or any of its subsidiaries or affiliates under any insurance contract issued to, naming, or providing or purporting to provide coverage to Johnson & Johnson or any of its subsidiaries or affiliates.

9. Except as provided in paragraphs 5 and 6 of this Order, this Order shall not affect:  
(a) any right of any party in interest to seek information from a Mediation Party or (b) any

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obligation of a Mediation Party to disclose information. Nothing in this Order shall affect the requirements for obtaining approval of a plan of reorganization or a settlement under the Bankruptcy Code, including under sections 1123 and 1125, or the Federal Rules of Bankruptcy Procedure, including Rule 9019, or any other applicable law, including, without limitation, any state public disclosure laws.

10. In the event of a conflict between the terms of this Order and those of D.N.J. LBR 9019-1 and 9019-2, the terms of this Order shall control.

11. All rights of the Mediation Parties are preserved and shall not be prejudiced by participation in the Mediation.

12. The entry of this Order and participation in the Mediation shall not be deemed consent to the jurisdiction of this Court over any Mediation Party for any matter.

13. This Order shall be effective immediately upon its entry.

14. The requirement set forth in D.N.J. LBR 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

15. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

**Exhibit 1**

- ACE Property and Casualty Insurance Company (f/k/a CIGNA Property & Casualty Insurance Company)
- Affiliated FM Insurance Company
- AIG Property Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania)
- AIG Europe S.A. (as successor in interest to Union Atlantique d'Assurances S.A)
- AIU Insurance Company
- Allstate Insurance Company (solely as successor in interest to Northbrook Excess & Surplus Insurance Company, f/k/a Northbrook Insurance Company)
- Allianz Global Risk US Insurance Company (f/k/a Allianz Insurance Company and Fireman's Fund Insurance Company)
- Arrowood Indemnity Company
- ASR Schadeverzekering N.V. (as successor in interest to Assuratiekoor Van Wijk & Co.)
- Atlanta International Insurance Company (as successor in interest to Drake Insurance Company)
- Century Indemnity Company
- Employers Insurance Company of Wausau
- Employers Mutual Casualty Company, by its managing general agent and attorney-in-fact ProSight Specialty Insurance Company
- Everest Reinsurance Company
- First State Insurance Company
- Granite State Insurance Company
- Great Northern Insurance Company
- Hartford Accident and Indemnity Company
- The Insurance Company of the State of Pennsylvania
- Lexington Insurance Company
- Munich Reinsurance America, Inc. (f/k/a American Re-Insurance Company)
- National Casualty Company
- National Union Fire Insurance Company of Pittsburgh, Pa.
- New Hampshire Insurance Company
- The North River Insurance Company
- Pacific Employers Insurance Company
- N.V. Schadeverzekeringsmaatschappij Maas Lloyd (individually and as successor in interest to policies subscribed in favor of Johnson & Johnson by N.V. Rotterdamse Assuratiekas, n/k/a De Ark)
- Republic Indemnity Company of America
- Rheinland Versicherungen (as successor in interest only to the subscriptions of the former Dutch company Rheinland Verzekeringen)
- Sentry Insurance a Mutual Company (as assumptive reinsurer of Great Southwest Fire Insurance Company)
- Starr Indemnity & Liability Company (as successor in interest to Republic Insurance Company)



- TIG Insurance Company
- Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and Surety Company)
- Westchester Fire Insurance Company
- Westport Insurance Corporation (f/k/a Puritan Insurance Company)