

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 19-23649-rdd

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5 In the Matter of:

6
7 PURDUE PHARMA L.P.,

8
9 Debtor.

10 - - - - - x

11
12 United States Bankruptcy Court

13 300 Quarropas Street, Room 248

14 White Plains, NY 10601

15
16 November 18, 2021

17 10:12 AM

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20
21 B E F O R E :

22 HON ROBERT D. DRAIN

23 U.S. BANKRUPTCY JUDGE

24
25 ECRO: UNKNOWN

<p style="text-align: right;">Page 2</p> <p>1 HEARING re Notice of Agenda for November 18, 2021 Hearing</p> <p>2 Motion to Approve /Debtors Motion to Approve Payment or</p> <p>3 Reimbursement of Certain Fees and Expenses of the</p> <p>4 Non-Consenting States Group, the Ad Hoc Committee and the</p> <p>5 MSGE Group Pursuant to Sections 363(b) and 105(a) of the</p> <p>6 Bankruptcy Code and Bankruptcy Rule 6004 (ECF #3986)</p> <p>7 Related Document:</p> <p>8 Statement /The Official Committee of Unsecured Creditors'</p> <p>9 Statement in Respect of Debtors' Motion to Approve</p> <p>10 Payment or Reimbursement of Certain Fees and Expenses of the</p> <p>11 Non-Consenting States Group, the Ad Hoc Committee and the</p> <p>12 MSGE Group (related document(s)3986) filed by Ira S.</p> <p>13 Dizengoff on behalf of The Official Committee of Unsecured</p> <p>14 Creditors of Purdue Pharma L.P., et al. (ECF #4094)</p> <p>15</p> <p>16 HEARING re Application for Interim Professional Compensation</p> <p>17 (Application for Approval of Payment of Compensation, Fees</p> <p>18 and Costs) for Binder & Schwartz LLP, Special Counsel,</p> <p>19 period: 3/11/2021 to 8/11/2021, fee:\$272,325.97,</p> <p>20 expenses: \$367.05. filed by Binder & Schwartz LLP.</p> <p>21 (ECF #3962)</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 HEARING re Objection / Debtors Objection to Stephanie</p> <p>2 Lubinskis Motion for Payment of Claim (related</p> <p>3 document(s)3723) (ECF #4102)</p> <p>4 Related Document:</p> <p>5 Motion to Authorize / Requesting Payment (ADMINITRATIVE</p> <p>6 ENTRY) (related document(s)3723) filed by</p> <p>7 Stephanie Lubinski (ECF #3990)</p> <p>8</p> <p>9 HEARING re Motion to Authorize \Motion for Clarification</p> <p>10 filed by Ellen Isaacs. (ECF #3864)</p> <p>11</p> <p>12 HEARING re Objection to Motion / Debtors Objection to Ellen</p> <p>13 Isaacs Motion for Clarification (related document(s)3864)</p> <p>14 (ECF #4101)</p> <p>15 Related Documents:</p> <p>16 NOTICE OF RESCHEDULING HEARING FROM OCTOBER 14, 2021 TO</p> <p>17 NOVEMBER 18, 2021 - Re:</p> <p>18 Motion for Clarification with hearing to be held on</p> <p>19 11/18/2021 at 10:00 AM at Videoconference (ZoomGov)</p> <p>20 (RDD) (related document(s)3864). (ECF #3896)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 3</p> <p>1 HEARING re Notice of Hearing Regarding Late Claim Motions</p> <p>2 (related document(s)3893, 3897, 3895, 3894)</p> <p>3 Motion to File Proof of Claim After Claims Bar Date filed by</p> <p>4 Jonathan Maae (ECF #3894)</p> <p>5</p> <p>6 HEARING re Motion to File Proof of Claim After Claims Bar</p> <p>7 Date filed by Geoffrey Carpenter (ECF #3895)</p> <p>8</p> <p>9 HEARING re Motion to File Proof of Claim After Claims Bar</p> <p>10 Date filed by Lamont Broussart (ECF #3893)</p> <p>11</p> <p>12 HEARING re Objection to Motion / Debtors Objection to Lamont</p> <p>13 Broussards Motion to File Proof of Claim after Claims Bar</p> <p>14 Date (related document(s)3893) (ECF #4100)</p> <p>15</p> <p>16 HEARING re Motion to File Proof of Claim After Claims Bar</p> <p>17 Date filed by Don W. Hardin (ECF #3897)</p> <p>18</p> <p>19 HEARING re Objection to Motion / Debtors Objection to Don</p> <p>20 Hardins Motion to File Proof of Claim after Claims Bar Date</p> <p>21 (related document(s)3897) (ECF #4099)</p> <p>22</p> <p>23 HEARING re Letter / Requesting Payment Filed by Stephanie</p> <p>24 Lubinski. (ECF #3723)</p> <p>25</p>	<p style="text-align: right;">Page 5</p> <p>1 HEARING re Notice of Adjournment of Hearing / Notice of</p> <p>2 Rescheduling Hearing Regarding Motion for Clarification</p> <p>3 (related document(s)3864) filed by James I. McClammy on</p> <p>4 behalf of Purdue Pharma L.P.. with hearing to be held on</p> <p>5 11/18/2021 at 10:00 AM (ECF #3916)</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Transcribed by: Sonya Ledanski Hyde</p>

<p style="text-align: right;">Page 6</p> <p>1 A P P E A R A N C E S :</p> <p>2</p> <p>3 DAVIS POLK & WARDWELL LLP</p> <p>4 Attorneys for the Debtors</p> <p>5 450 Lexington Avenue</p> <p>6 New York, NY 10017</p> <p>7</p> <p>8 BY: ELI J. VONNEGUT</p> <p>9 ESTHER TOWNES</p> <p>10 JACQUELINE KNUDSON</p> <p>11 JAMES I. MCCLAMMY</p> <p>12</p> <p>13 PILLSBURY WINTHROP SHAW PITTMAN LLP</p> <p>14 Attorneys for the Non-Consenting State Group</p> <p>15 31 West 52nd Street</p> <p>16 New York, NY 10019</p> <p>17</p> <p>18 BY: ANDREW TROOP</p> <p>19</p> <p>20 Binder Schwartz LLP</p> <p>21 Attorneys for Public School District Creditors</p> <p>22 366 Madison Avenue</p> <p>23 New York, NY 10017</p> <p>24</p> <p>25 BY: ERIC FISHER</p>	<p style="text-align: right;">Page 8</p> <p>1 BERNARD ARDAVAN ESTANDARI</p> <p>2 MATTHEW FARRELL</p> <p>3 ERIC B. FISHER</p> <p>4 LAWRENCE FOGELMAN</p> <p>5 ANNELYSE GAINS</p> <p>6 CAROLINE GANGE</p> <p>7 MAGALI GIDDENS</p> <p>8 MICHAEL GOLDSTEIN</p> <p>9 JAMES GREEN, JR.</p> <p>10 STEPHEN HESSLER</p> <p>11 WILLIAM HRYCAY</p> <p>12 MARSHALL SCOTT HUEBNER</p> <p>13 MITCHELL HURLEY</p> <p>14 FRED HYDE</p> <p>15 HAROLD D. ISRAEL</p> <p>16 EVAN M. JONES</p> <p>17 GREGORY JOSEPH</p> <p>18 MARC KESSELMAN</p> <p>19 DARREN S. KLEIN</p> <p>20 ANN LANGLEY</p> <p>21 ALEXANDER LEES</p> <p>22 MARA LEVENTHAL</p> <p>23 JEFFREY LIESEMER</p> <p>24 STEPHANIE M. LUBINSKI</p> <p>25 KEVAN MACLAY</p>
<p style="text-align: right;">Page 7</p> <p>1 ELLEN ISAACS, Pro Se</p> <p>2 DON W. HARDIN, Pro Se</p> <p>3 STEPHANIE LUBINSKI, Pro Se</p> <p>4</p> <p>5 ALSO PRESENT TELEPHONICALLY:</p> <p>6 ROXANA ALEALI</p> <p>7 ANDREW VINCENT ALFANO</p> <p>8 MICHAEL ATKINSON</p> <p>9 YVETTE AUSTIN SMITH</p> <p>10 JASMINE BALL</p> <p>11 BROOKS BARKER</p> <p>12 KATHRYN BENEDICT</p> <p>13 DAVID E. BLABEY</p> <p>14 SARA BRAUNER</p> <p>15 DYLAN CONSLA</p> <p>16 ASHLEY CRAWFORD</p> <p>17 HEATHER M. CROCKETT</p> <p>18 MARIO D'ANGELO</p> <p>19 KEVIN DAVIS</p> <p>20 JESSE DELACONTE</p> <p>21 IRA DIZENGOFF</p> <p>22 CLINT DOCKEN</p> <p>23 MARIA ECKE</p> <p>24 KENNETH H. ECKSTEIN</p> <p>25 BRIAN EDMUNDS</p>	<p style="text-align: right;">Page 9</p> <p>1 BRIAN S. MASUMOTO</p> <p>2 CLAYTON MATHESON</p> <p>3 GEARD MCCARTHY</p> <p>4 HUGH M. MCDONALD</p> <p>5 SHANNON M. MCNULTY</p> <p>6 NATHANIEL MILLER</p> <p>7 MAURA KATHLEEN MONAGHAN</p> <p>8 AMANDA MORALES</p> <p>9 MICHAEL PATRICK O'NEIL</p> <p>10 SUSAN OUSTERMAN</p> <p>11 ARIK PREIS</p> <p>12 LINDA RIFFKIN</p> <p>13 RACHAEL RINGER</p> <p>14 CHRISTOPHER ROBERTSON</p> <p>15 JEFFREY J. ROSEN</p> <p>16 COREY WILLIAM ROUSH</p> <p>17 ELIZABETH SCHLECKER</p> <p>18 PAUL KENAN SCHWARTZBERG</p> <p>19 ELIZABETH SCOTT</p> <p>20 LUCAS H. SELF</p> <p>21 MARC F. SKAPOF</p> <p>22 ARTEM SKOROSTENSKY</p> <p>23 LAURA SMITH</p> <p>24 KATE SOMERS</p> <p>25 CLAUDIA Z. SPRINGER</p>

<p>Page 10</p> <p>1 KATHERINE STADLER 2 HOWARD STEEL 3 ETHAN STERN 4 ERIC STODOLA 5 JACQUELYN SWANNER 6 MARC JOSEPH TOBAK 7 ALLEN J. UNDERWOOD 8 GERARD UZZI 9 JORDAN A. WEBER 10 THEODORE WELLS 11 DENNIS WINDSCHEFFEL 12 LAUREN S. ZABEL 13 IRVE GOLDMAN 14 RICHARD ARCHER 15 TZERINA DIZON 16 LOWELL W. FINSON 17 MICHAEL D. GOFORTH 18 UDAY GORREPATI 19 TAYLOR HARRISON 20 M. NATASHA LABOVITZ 21 SIDNEY P. LEVINSON 22 MARCIA R. MEOLI 23 NICHOLAS PREY 24 JACOB W. STAHL 25 VINCE SULIVAN</p>	<p>Page 12</p> <p>1 PROCEEDINGS 2 THE COURT: Okay, good morning. This is Judge 3 Drain. We're here in In re. Purdue Pharma, L.P., et al. 4 The matters on today's calendar are being held 5 completely remotely primarily by Zoom for Government unless 6 someone doesn't have access to a screen, in which case, they 7 are participating by telephone. 8 I have the agenda for today's hearing, and I'm 9 happy to go down in the order of the agenda, which has been 10 submitted by the Debtors' counsel. 11 MR. VONNEGUT: Thank you, Your Honor. Good 12 morning. For the record, I'm Eli Vonnegut of Davis Polk & 13 Wardwell on behalf of the Debtors. Can you hear me, Your 14 Honor? 15 THE COURT: Yes. I hear you fine. 16 MR. VONNEGUT: Thank you very much. The first 17 item on the agenda today is the Debtors' motion for 18 authority to pay or reimburse the fees and expenses of the 19 Non-Consent State Group, the Ad Hoc Committee, and the MSGE 20 Group. This motion was filed on October 19, Docket Entry 21 3986. 22 Your Honor, the motion is unopposed, so I would 23 propose to just very briefly just describe the basics and 24 then happy to address any questions that Your Honor may 25 have.</p>
<p>Page 11</p> <p>1 WENDY WEINBERG 2 KATIE M. WHITE 3 MARY JO WHITE 4 HAROLD WILLIFORD 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 13</p> <p>1 THE COURT: Okay. 2 MR. VONNEGUT: Okay. So, Your Honor, this motion 3 is carrying out effectively the agreement that we reported 4 to Your Honor on August 13 that was agreed in conjunction 5 with confirmation of the plan to cover the fees of the Non- 6 Consenting State Group that were incurred through the end of 7 the mediation leading to the final form of the plan. 8 Some of those fees were shared across the Non- 9 Consenting State Group and the Ad Hoc Committee. And 10 lastly, in conjunction with discussions around this motion, 11 we also collectively agreed to pay certain fees incurred by 12 the Multi-State Governmental Entities Group as part of the 13 bankruptcy proceeding as well. 14 All told, the fees that are subject to this motion 15 include approximately \$7.5 million incurred by Pillsbury 16 Winthrop, just shy of \$70,000 by NERA Economic Consulting, 17 \$4 million for the Brattle Group, and just over \$50,000 for 18 Dr. Fred Hyde and those fees were all either purely Non- 19 Consenting States Group or shared between the Non-Consenting 20 States and the Ad Hoc Committee of Supporting Creditors. 21 And lastly, for the MSGE, we have \$58,900 for Seitz, Van 22 Ogtrop & Green, and \$648,000 for Godfrey & Kahn. 23 Your Honor, briefly, all of these fees were 24 incurred in furtherance of the largely consensual resolution 25 brought to the Court. We maintain that payment of these</p>

<p style="text-align: right;">Page 14</p> <p>1 fees is beneficial to the estates and helpful in pushing 2 these cases towards a successful conclusion.</p> <p>3 We've received some questions from Your Honor's 4 chambers looking for unredacted copies of invoices. I 5 believe that those have now been submitted to chambers. And 6 so, unless Your Honor has any questions for me or any of the 7 other professionals that are the subject of this motion, we 8 would respectfully ask that the Court grant the motion and 9 authorize payment of these fees.</p> <p>10 THE COURT: Okay. I want to make sure I 11 understand the context for this motion. The plan itself 12 didn't provide for these fees to be allowed and paid, right?</p> <p>13 MR. VONNEGUT: That's correct, Your Honor.</p> <p>14 THE COURT: Okay. And as far as the plan is 15 concerned, and this is highlighted in the Unsecured 16 Creditors' Committee's statement in support of this motion, 17 the payments are coming out of the distributions that would 18 otherwise go to the governmental entities, correct?</p> <p>19 MR. VONNEGUT: That's correct, Your Honor. The 20 governmental entities under the plan are the residual 21 claimants. And so, effectively, anything paid out of 22 general estate funds ultimately comes out of their plan 23 distributions.</p> <p>24 THE COURT: So it's not reducing amounts that 25 would be paid to personal injury creditors under the plan.</p>	<p style="text-align: right;">Page 16</p> <p>1 the part of the Non-Consenting State Group. And as a 2 result, those discussions extended beyond the time that that 3 mediation concluded, you know, with the understandable 4 questions, which fees would be covered, again, for what 5 period of time. And those details were worked out to cover 6 all fees and expenses incurred by government (indiscernible) 7 through the end of mediation.</p> <p>8 THE COURT: Okay. All right. I mean, the reason 9 I'm asking this is the authority cited for this motion is 10 Section 363(b) of the Bankruptcy Code, and I agree with the 11 motion that there is authority under Section 363(b) in the 12 right circumstances to approve payment of fees.</p> <p>13 And I guess the best discussion of that is by 14 former District Judge Mukasey in U.S. Trustee v. Bethlehem 15 Steel Corp., 2003 U.S. District Lexis 12909 (S.D.N.Y. 2003). 16 It's also recognized by another district judge in In re. 17 Enron Corp, 335 B.R. 22 at Page 29 (S.D.N.Y. 2005).</p> <p>18 The issue I have here is that in those cases and 19 generally where payment of fees is allowed under 363(b) 20 instead of under a different section of the code, the 21 payments are agreed early in the case to facilitate a 22 critical creditor's ability to interact with the debtor 23 and/or other parties in interest in a well-represented way.</p> <p>24 For example, in Bethlehem Steel, it was payment of 25 the union's fees. The union was the main creditor, and its</p>
<p style="text-align: right;">Page 15</p> <p>1 MR. VONNEGUT: No, it will not impact recoveries 2 of non-governmental creditors.</p> <p>3 THE COURT: And I don't believe that this 4 agreement was part of the mediated settlement with the non- 5 consenting -- with the 15 non-consenting states, correct?</p> <p>6 MR. VONNEGUT: It was agreed to --</p> <p>7 THE COURT: The settlement negotiated with the 8 help of Judge Chapman as a mediator.</p> <p>9 MR. VONNEGUT: Correct, Your Honor. It was not a 10 formal component of that agreement. It was agreed to in 11 that context effectively.</p> <p>12 THE COURT: What does that mean?</p> <p>13 MR. VONNEGUT: It was agreed to in connection with 14 the support of the Non-Consenting States Group or the plan, 15 but it was after the conclusion of the mediation.</p> <p>16 THE COURT: So they had already agreed to support 17 the plan, and this was agreed afterwards? I see Mr. Troop 18 there. He may be better able to answer that question than 19 you.</p> <p>20 MR. TROOP: Good morning, Your Honor. Andrew 21 Troop for the Non-Consenting State Group.</p> <p>22 It had always been part of the discussions from 23 the first days of this (indiscernible) and resolutions we 24 reached, we would be reimbursed. The oddity of the mediated 25 settlement was that it was not, as you know, unanimous on</p>	<p style="text-align: right;">Page 17</p> <p>1 involvement in the case was critical to any restructuring of 2 Bethlehem Steel. And it was on that basis that I recognize 3 the payment of the Ad Hoc Committee Group in this case.</p> <p>4 This is a little different in that the agreement 5 comes at the end of the case, and I was asking the questions 6 I was asking to see whether and in what context it was 7 agreed to.</p> <p>8 It would seem to me that if it comes at the end of 9 the case, normally, one would focus on the standard in 10 Section 503(b)(3)(D) of 503(b)(4). And to some extent and, 11 in fact, to a very large extent, the motion also sets forth 12 facts to satisfy that standard, i.e. the work done by the 13 Non-Consenting States Group and the professionals that it 14 would be covered by this application, covered tasks that it 15 would appear to me did make a substantial contribution to 16 the case, which is the standard under 503(b)(3) and (4).</p> <p>17 And that included obviously work by a critical 18 group of creditors in terms of coming up with a coordinated 19 process to perform due diligence, which was channeled 20 through primarily Mr. Troop's firm with also some financial 21 experts who recovered.</p> <p>22 The due diligence also covered not just the 23 inquiry into the claims and causes of action and assets of 24 the released parties, the Sacklers and others, but also the 25 nature of the claims generally by the public and private</p>

<p style="text-align: right;">Page 18</p> <p>1 entities and then thereafter, the allocation negotiations 2 with public and private entities, and the allocation among 3 public entities of the amount allocated to them as a result 4 of those mediations. And then finally, the development of 5 the proposed uses -- well, categories of uses for abatement 6 purposes by public entities under the plan. 7 So it seems to me the proper lens here really 8 should be to review this under Section 503(b), unless I'm 9 missing something. 10 MR. VONNEGUT: No, Your Honor. Frankly, and you 11 just covered the various and extensive contributions made to 12 the case by all of these groups, the NCSG, the Ad Hoc 13 Committee, the MSG Group that I was about to run through 14 that we do think warrant the payment of these fees under 15 either standard. 16 And there is, you know, to a certain degree, I 17 think it's correct to say that, as Mr. Troop said, there was 18 always an expectation that this would be a component of the 19 agreement. But you are correct, of course, that there was 20 not an agreement very early in the case to pay these fees. 21 And so, frankly, we do think either analytical framework 22 works and that the contributions made by these parties were 23 more in payment by the underwriters then. 24 THE COURT: Well, I mean, one of the reasons I 25 asked about an agreement is that the law is also clear that</p>	<p style="text-align: right;">Page 20</p> <p>1 THE COURT: All right. So there have been no 2 written objections to this motion. I received an email this 3 morning from Ms. Isaacs in which she states that she has 4 objected to it. And I've gone through the docket, Ms. 5 Isaacs; I didn't see an objection to this motion. I did 6 see, again, your motion that is on today's calendar, which, 7 among other things, seeks an order enjoining all payments by 8 Purdue and I think any agreements for payments by Purdue. 9 And so, I think in that broad sense, one could 10 view that pleading as an objection to the motion, but it 11 isn't really to this motion, but I did want to note that for 12 the record. 13 MS. ISAACS: Your Honor, that is correct, and I 14 have filed an objection. And I am having a great deal of 15 difficulty with the clerk's office getting these objections 16 in and getting information processed properly, getting links 17 and everything else to these proceedings. 18 THE COURT: What objection did you file? You 19 objected to this motion? 20 MS. ISAACS: I've objected -- yeah, I've been 21 objecting. I've been sending stuff in. Nobody can find 22 documents. 23 THE COURT: No, no. Ms. Isaacs, our clerk's 24 office is superb, all right? 25 MS. ISAACS: No, they're not because four times in</p>
<p style="text-align: right;">Page 19</p> <p>1 an agreement to pay fees doesn't satisfy the test under 2 503(b)(3) and (b)(4) if it's just to buy off someone that's 3 a pest. 4 Now, the Non-Consenting States Group very actively 5 participated in these cases, often objected to relief that 6 the Debtors and/or the Committee or both were seeking. But 7 having presided over these cases for two years, I do not 8 view them as a pest. 9 And I guess moreover and more importantly, it 10 doesn't appear from what you represented to me and simply 11 from the timetable of events here and, most importantly, the 12 agreement reached as a result of Judge Chapman's mediation 13 with the majority of the non-consenting states in her 14 mediator's report that the payment of these fees was an 15 element of that agreement; something to buy off, in other 16 words, 15 states. 17 The amount, frankly, isn't -- although it's, in 18 terms of dollars, significant amount, it's not the type of 19 amount that, frankly, I would imagine would succeed in 20 buying off 15 state AGs, many of whom who've spent the last 21 several years actively litigating in the opioid litigations 22 around the country, including against Purdue, but I just 23 wanted that context. 24 MR. VONNEGUT: Yes, that's all correct, Your 25 Honor.</p>	<p style="text-align: right;">Page 21</p> <p>1 a row, I didn't get the link. 2 THE COURT: Well, I disagree with you on that, 3 ma'am, seriously. And they take letters that are hard to 4 decipher as far as what they're seeking relief on, so I'm 5 going to ask you a specific question. 6 This motion is -- 7 MS. ISAACS: Your Honor, if I can have a second 8 while you're looking. 9 THE COURT: I'm sorry. I'm looking at the date. 10 MS. ISAACS: I would like you to look -- 11 THE COURT: Excuse me, ma'am. 12 MS. ISAACS: I don't want you to take things 13 personal. I want you to understand. 14 THE COURT: I'm trying to figure out what you have 15 actually filed an objection to. This motion was dated 16 October 19, 2021. Did you object to this motion with regard 17 to this relief? 18 MS. ISAACS: Yes. I sent documents in through the 19 portal, and I've been chasing down documents through your 20 office and through Judge McMahon's office. People can't 21 find things. The pro so department can't find things. 22 NYLAC doesn't know what to do. Nobody knows what to do in 23 this case. It's very frustrating. 24 THE COURT: What was the basis -- what was the 25 basis for your objection to this motion?</p>

<p style="text-align: right;">Page 22</p> <p>1 MS. ISAACS: The basis to my objection to the 2 motion is that it's out of order. We cannot continue to 3 keep bleeding all the money out of this case, and there's 4 not going to be anything left for anybody when it's all said 5 and done.</p> <p>6 THE COURT: And you wrote that in a written 7 motion.</p> <p>8 MS. ISAACS: Yes, I did.</p> <p>9 THE COURT: You're making a representation to me 10 now, Ms. Isaacs. We will track it down.</p> <p>11 MS. ISAACS: Yes, I am.</p> <p>12 THE COURT: I would like you to email me to my 13 chambers how you sent it in, all right, and I will track it 14 down.</p> <p>15 MS. ISAACS: I will. Okay, thank you very much.</p> <p>16 THE COURT: All right.</p> <p>17 MS. ISAACS: I appreciate that.</p> <p>18 THE COURT: Now, this motion does not provide for 19 the immediate payment of this money. It authorizes the 20 payment as part of the effectiveness of the plan. It is not 21 money that would go to personal injury claimants. The 22 states would be spending this money themselves. In fact, 23 the motion recites that almost all of it has already been 24 spent by the states; they would be reimbursed for it. And 25 therefore, it does not appear to me to be reducing the</p>	<p style="text-align: right;">Page 24</p> <p>1 THE COURT: Right.</p> <p>2 MR. TROOP: That the payment of the funds under 3 this motion is not contingent on the effective date, but it 4 is to be paid in the ordinary course. The impact fees, 5 however, as Mr. Vonnegut described, that comes out of the 6 contingent.</p> <p>7 THE COURT: All right. I will make it contingent 8 on the effective date though. I think that's appropriate 9 here.</p> <p>10 MR. TROOP: Okay, thank you.</p> <p>11 THE COURT: So I'll ask the Debtors to submit the 12 order granting the motion with that one change. I've 13 reviewed the time entries. I reviewed most of the redacted 14 time entries that were submitted this morning, and they 15 don't cover time that would not properly be compensable.</p> <p>16 I also note that the states negotiated, apparently 17 across the board, 15 percent discount. And, frankly, the 18 time spent given the role of the professionals was 19 reasonable to begin with. But any concerns that I would 20 have about excessive time and the like are taken into 21 account by the 15 percent discount.</p> <p>22 All right. The next matter on the calendar wasn't 23 a matter that was dealt with as part of the plan and my 24 confirmation ruling and order, which is the compensation of 25 Binder & Schwartz, which is also listed as on the agenda as</p>
<p style="text-align: right;">Page 23</p> <p>1 recovery by the estates to pay this money. It just evens it 2 out.</p> <p>3 So I don't see, as far as what you've represented 4 to me as the basis for the objection here, a basis. Someone 5 had to do this work, and they are not going to do it for 6 free, and it was work that was actually done in a 7 coordinated basis to coordinate 25 states through 8 essentially one law firm and one financial expert.</p> <p>9 So I'm going to overrule that objection. I do 10 want you to send it to me to chambers. And you're 11 representing to me that you actually tried to have this 12 filed. When did you try to have it filed?</p> <p>13 MS. ISAACS: I think it was the beginning of 14 November. I have to go back and check through my computer.</p> <p>15 THE COURT: Okay, very well. Well, we will try to 16 straighten that out. When you email it to me, tell me who 17 you sent it to, okay?</p> <p>18 MS. ISAACS: Okay, I will.</p> <p>19 THE COURT: All right. Okay.</p> <p>20 MS. ISAACS: Thank you.</p> <p>21 THE COURT: All right. So I will grant this 22 motion.</p> <p>23 MR. TROOP: Your Honor, I'm sorry to interrupt 24 you. But just to be clear, you said something, and I just 25 want the record to be clear.</p>	<p style="text-align: right;">Page 25</p> <p>1 uncontested.</p> <p>2 Binder & Schwartz was counsel to the Public School 3 District claimants. The plan had originally provided that 4 their fees would be paid. I ruled at the confirmation 5 hearing that I didn't have a sufficient record to determine 6 whether those fees were reasonable under Section 1129(a)(4) 7 of the Bankruptcy Code and established a process for the 8 firm to submit its time and expenses so I can make that 9 determination.</p> <p>10 It's done that and I've reviewed the time and 11 expense records. Again, this application, I believe, was 12 not opposed by any filing, and I have a certificate of no 13 objection submitted by the firm. This would be a payment 14 that would come out of the distribution, as I understand it, 15 in respect of the school districts.</p> <p>16 Again, I've reviewed the time stated. There's 17 also a 15 percent discount negotiated by this firm. And 18 given that 15 percent discount and the firm's rates, which 19 are lower than I think is probably market in this district, 20 I'm prepared to grant the application under 1129(a)(4).</p> <p>21 So I'm going to ask counsel to submit an order on 22 that basis.</p> <p>23 MR. FISHER: Eric Fisher from Binder & Schwartz. 24 Thank you very much, Your Honor.</p> <p>25 THE COURT: Okay. And I think you should use the</p>

<p style="text-align: right;">Page 26</p> <p>1 standard form of fee order that we use in this district, 2 which has a Schedule A and B attached to it, even though 3 this is under 1129(a)(4) instead of under Section 330 of the 4 Code. 5 MR. FISHER: We will do that, Your Honor. 6 THE COURT: All right. So, Mr. Vonnegut, I think 7 the next matter on the calendar is a motion by Jonathan 8 Maae, which is a pro se motion that the clerk docketed and 9 noticed for a hearing. And as I understand it, this motion 10 is unopposed. 11 MR. VONNEGUT: That's correct, Your Honor, and 12 this motion will be addressed by my colleagues, Ms. Townes. 13 THE COURT: Okay. 14 MS. TOWNES: Good morning, Your Honor. For the 15 record, this is Esther Townes of Davis Polk & Wardwell on 16 behalf of the Debtors. Can you hear me clearly? 17 THE COURT: I can hear you fine. Thanks. 18 MS. TOWNES: So I'll also be handling the next 19 motion that's on the agenda, which is the late claim motion 20 by Geoffrey Carpenter. So Mr. Maae's late claim motion is 21 at Docket No. 3894 and Mr. Carpenter's late claim motion is 22 at Docket No. 3895. 23 We've carefully reviewed both of these motions and 24 the (indiscernible) the individualized assertions that the 25 make. The Debtors believe that there's a colorable basis</p>	<p style="text-align: right;">Page 28</p> <p>1 Debtors' counsel to submit an order doing that on both of 2 them. 3 MS. TOWNES: Thank you, Your Honor. 4 THE COURT: All right. The next matter on the 5 calendar is another handwritten motion submitted by Lamont 6 Broussard for leave to file a late proof of claim. I don't 7 know if Mr. Broussard is on the phone or on Zoom. Again, 8 this was noticed for a hearing by a notice dated October 7, 9 2021. Okay. I don't think he is. 10 Who is handling this on behalf of the Debtors? 11 MS. KNUDSON: Good morning, Your Honor. For the 12 record, this is Jacqueline Knudson of Davis Polk & Wardwell 13 on behalf of the Debtors, and I'll be handling this motion. 14 Can you hear me clearly? 15 THE COURT: Yes, I can. 16 MS. KNUDSON: Thank you, Your Honor. As set forth 17 in our objection to Mr. Broussard's late claim motion, Mr. 18 Broussard has simply not provided sufficient information for 19 the Debtors to determine whether the request satisfies the 20 excusable neglect standard set forth in Federal Rules of 21 Bankruptcy Procedure 9006 and the so-called Pioneer factors. 22 Accordingly, although the Debtors are sympathetic 23 to Mr. Broussard and his circumstances, we must object to 24 the motion and request that the Court deny the motion 25 without prejudice.</p>
<p style="text-align: right;">Page 27</p> <p>1 for granting the motions under the Pioneer factors. So as 2 we've done in the past, we consulted with the Creditors' 3 Committee, as well as the Ad Hoc Committee of Individual 4 Victims regarding those assertions and they consented to the 5 relief that we're requesting in the proposed order that was 6 filed at Docket No. 4098-1. 7 And this is consistent with the prior orders that 8 we've submitted to the Court for late claim motions, and so, 9 we would respectfully request that it be entered. 10 THE COURT: Okay. All right. I don't know if I 11 have Mr. Maae or Mr. Carpenter on the phone. This hearing 12 was noticed by a notice dated October 7. I've reviewed both 13 of the handwritten letters that were submitted to the Court. 14 Mr. Maae relates that he is homeless and has been 15 homeless during the time when he would have needed to file a 16 timely proof of claim. Mr. Carpenter relates that he's been 17 incarcerated in Washington State and under constant lockdown 18 since the start of the pandemic. 19 Under those circumstances, I agree with the 20 Debtors and the parties that they consulted with, including 21 the Creditors' Committee that the reason for the late filing 22 of these two proofs of claim was outside of the claimant's 23 control and that, therefore, the neglect is excusable for 24 purposes of Rule 9006 and the case law under it. 25 So I'll grant each of these motions. I'll ask the</p>	<p style="text-align: right;">Page 29</p> <p>1 With respect to the most important factor, the 2 reason for the delay, it's unclear from the motion why Mr. 3 Broussard was unable to file a proof of claim before the bar 4 date. Although he notes in his motion that he is currently 5 in in-patient treatment, he has not alleged that he was in 6 in-patient treatment prior to and leading up to the July 30, 7 2020 bar date, nor did he allege that the in-patient 8 treatment or an unspecified amount of time in prison he 9 referenced in his proof of claim prevented him from timely 10 filing the claim. 11 Moreover, the Debtors believe that allowing Mr. 12 Broussard's claim would encourage other latecomers seeking 13 to assert claims against the Debtors related to opioid use 14 to file claims which would prejudice the Debtors and, more 15 importantly, the Debtors' creditors. 16 THE COURT: Okay. 17 MS. KNUDSON: Finally, the (sound glitch) figure 18 was substantial. Mr. Broussard filed his motion (sound 19 glitch). 20 THE COURT: We lost the audio there, Ms. Knudson. 21 MS. KNUDSON: Your Honor, can you hear me? 22 THE COURT: I can hear you now, yes. 23 MS. KNUDSON: Can you hear me? 24 THE COURT: Yes. 25 MS. KNUDSON: Thank you, Your Honor.</p>

<p style="text-align: right;">Page 30</p> <p>1 THE COURT: All right. Well, now I can't hear 2 you.</p> <p>3 MS. KNUDSON: So with respect (sound glitch). Can 4 you hear me now, Your Honor?</p> <p>5 THE COURT: Yes.</p> <p>6 MS. KNUDSON: Okay. Apologies, Your Honor. I'm 7 not sure where exactly you lost me.</p> <p>8 THE COURT: Well, you were noting that the motion 9 was filed at the end of the September, so that the delay was 10 over a year since the bar date.</p> <p>11 MS. KNUDSON: That's correct, Your Honor. So 12 nearly 14 months after the bar date is when he filed his 13 motion and proof of claim.</p> <p>14 So just given all of these factors, coupled with 15 the potential to open the floodgates to other personal 16 injury claimants, we do not think he has met the Pioneer 17 standard. And for these reasons, we would respectfully 18 request that the Court deny the motion without prejudice.</p> <p>19 THE COURT: When you say without prejudice, I'm 20 assuming but I just want to confirm this, that if Mr. 21 Broussard is able to, in a timely fashion, provide evidence 22 that during the relevant period leading up to the bar date 23 and thereafter, he was unlikely to get notice of the bar 24 date for reasons like Mr. Carpenter or the number of other 25 people who the Debtors have agreed to permit a late claim to</p>	<p style="text-align: right;">Page 32</p> <p>1 evaluate the claims against the estate in a negotiated plan 2 that relates to the claims filed. In re Drexel Burnham 3 Lambert Group, Inc., 148 B.R. 1002, 1008-10 (Bankr. S.D.N.Y. 4 1993).</p> <p>5 Allowing late filed claims, especially after a 6 plan has been confirmed, subjects the Debtor to prejudice 7 because the settlements upon which the plan is premised 8 would then have new data, namely additional claims, that 9 weren't taken into account as part of the negotiation. It 10 also potentially alters the distribution to creditors who 11 relies on the disclosed distribution when considering the 12 request for confirmation. Id. In other words, in 13 bankruptcy, dates really do matter.</p> <p>14 Nevertheless, Bankruptcy Rule 9006(b)(1) permits a 15 claimant to file a late proof of claim if the failure to 16 submit a timely proof of claim was due to "excusable 17 neglect." The burden of proving excusable neglect is on the 18 claimant seeking to extend the bar date. In re R.H. Macy & 19 Co., 161 B.R. 355, 360 (Bankr. S.D.N.Y. 1993).</p> <p>20 The Supreme Court has developed a two-step test 21 for determining whether a claim filed after the bar date was 22 due to excusable neglect. In Pioneer Investment Services 23 Co. v. Brunswick Associates Ltd Partnership, 507 U.S. 380 24 (1993).</p> <p>25 First, the movant must show that its failure to</p>
<p style="text-align: right;">Page 31</p> <p>1 be filed, the Debtors would consider potentially permitting 2 the claim to be filed late?</p> <p>3 MS. KNUDSON: That's correct, Your Honor. We did 4 reach out to Mr. Broussard in a letter requesting additional 5 information, but we have not heard back, which is why we 6 objected to the motion and request that it be denied without 7 prejudice, so that if he can, in fact, provide additional 8 information, then we would consider that in the context of 9 excusable neglect standard.</p> <p>10 THE COURT: Okay. All right. I have a motion 11 before me that was filed on September 27, 2021 by Lamont 12 Broussard for leave to file a proof of claim in these cases 13 late; that is, after the claims bar date, which was July 30, 14 2020, as extended from the original bar date of June 30, 15 2020.</p> <p>16 The policy behind a bar date in a bankruptcy case 17 serves the important purpose of enabling the parties in 18 interest to ascertain with reasonable promptness the 19 identity of those making claims against the estate and the 20 general amount of the claims, a necessary step in achieving 21 a goal of a successful reorganization. In re Calpine Corp., 22 2007 U.S. District Lexis 86514 at Pages 14-15 (S.D.N.Y. Nov. 23 21, 2007).</p> <p>24 The enforcement of a bar date, therefore, allows 25 the Debtor-in-possession and other parties in interest to</p>	<p style="text-align: right;">Page 33</p> <p>1 file a timely claim constituted neglect, as opposed to 2 willfulness or a knowing omission, neglect generally being 3 attributed to a movant's inadvertence, mistake, or 4 carelessness. Id at 387-88.</p> <p>5 After establishing neglect, the movant must show 6 by a preponderance of the evidence that the neglect was 7 excusable. That analysis is to be undertaken on a case-by- 8 case basis, that is based on the particular facts of the 9 case, although the Court is to be guided by and make the 10 determination balancing the following factors: (1) the 11 danger of prejudice to the Debtor; (2) the length of the 12 delay and whether or not it would impact the case; (3) the 13 reason for the delay, in particular whether the delay was 14 within the control of the movant; and (4) whether the movant 15 acted in good faith. Id at 395. See also, In re DPH 16 Holdings, Corp., 434 B.R. 77, 82 (S.D.N.Y. 2010).</p> <p>17 Inadvertence, ignorance of the rules, or mistakes 18 construing the rules do not usually constitute excusable 19 neglect. Midland Cogeneration Venture L.P. v Enron Corp. 20 (In re Enron Corp.), 419 F.3d 115, 126 (2d Cir. 2005). In 21 that case, the Second Circuit, in upholding a lower court 22 determination that a late filed proof of claim would not be 23 deemed timely filed, stated:</p> <p>24 "We have taken a hard line in applying the Pioneer 25 test. In a typical case, three of the Pioneer factors --</p>

<p style="text-align: right;">Page 34</p> <p>1 the length of the delay, the danger of prejudice, and the 2 movant's good faith -- usually weigh in favor of the party 3 seeking the extension. We noted, though, that we and other 4 circuits have focused on the third factor, the reason for 5 the delay, including whether it was within the reasonable 6 control of the movant, and we cautioned that the equities 7 will rarely, if ever, fails a party who fails to follow the 8 clear dictates of the court rule, and that where the rule is 9 entirely clear, we continue to expect that a party claiming 10 excusable neglect will, in the ordinary course, lose under 11 the Pioneer test." Midland 419 F.3d at 122, 323. See also, 12 In re Ditech Holding Corp., 2021 B.R. Lexis 2085 at Page 16 13 (Bankr. S.D.N.Y. Aug. 4, 2021) and In re Musicland Holding 14 Corp., 2006 B.R. Lexis 3315 at Pages 10-11 (Bankr. S.D.N.Y. 15 2006).</p> <p>16 Here, as the Debtors have noted, Mr. Broussard 17 does not set forth sufficient facts to carry his burden of 18 proof as to the reason for the delay and whether it was or 19 was not within his control.</p> <p>20 In addition, unlike the ordinary case, the delay 21 here was quite significant, over a year, between the bar 22 date and Mr. Broussard's motion. And finally, because we 23 are at this stage in the case, post-confirmation of a plan, 24 there is prejudice to the Debtors and their creditors in 25 allowing late claims. That is recognized even where the</p>	<p style="text-align: right;">Page 36</p> <p>1 responded with a filing, actually two filings: one from 2 September 23 and a more recent one in response to the 3 Debtors' objection, both of which I've read.</p> <p>4 And I see you there, Mr. Hardin if you want to 5 just state your name for the record.</p> <p>6 MR. HARDIN: Had to unmute. Thank you, sir. My 7 name is Don Hardin. Can you hear me?</p> <p>8 THE COURT: Yes, I can.</p> <p>9 MR. HARDIN: Thank you, sir.</p> <p>10 THE COURT: Okay. So I know you were listening 11 carefully to the last hearing. And as I said, I've read the 12 Debtors' objection and your response to it, as well as, of 13 course, the motion.</p> <p>14 I assure you that I did not read your motion as 15 any sort of disrespect to the Court. I think in your 16 response, you had some concern that that might have been the 17 case, but that was not the case.</p> <p>18 The focus, though, as I noted during the last 19 ruling, was -- of the Debtors' objection was on what is the 20 basis for the claim having been filed late and whether it 21 was within your control or not to file it earlier or on 22 time.</p> <p>23 MR. HARDIN: Is that a question, sir?</p> <p>24 THE COURT: Well, I have what you have in the 25 pleadings. I don't know if you want to supplement that with</p>
<p style="text-align: right;">Page 35</p> <p>1 amount of an individual claim is relatively modest, as is 2 the case here, although the amount of the claim asserted is 3 \$500,000. See, for example, Lehman Bros. Holdings Inc., 433 4 B.R. 113, 120-21 (Bankr. S.D.N.Y. 2010).</p> <p>5 The fact that a plan has been confirmed is not 6 dispositive on this issue, but it is a factor that the Court 7 should take into account, again, as recognized by the 8 Midland case at Page 129.</p> <p>9 So given the record before me, I conclude that Mr. 10 Broussard has not carried his burden of proof and that the 11 motion should be denied. I will deny it without prejudice, 12 though. If he is able to provide sufficient evidence to 13 show that during the actual period at issue, the filing was 14 of a timely claim was not reasonably within his control, my 15 ruling is subject to reconsideration. Again, assuming that 16 that evidence is brought forth promptly given the other 17 factors that I've already addressed.</p> <p>18 So I'll ask the Debtors' counsel to submit an 19 order denying the motion on that basis.</p> <p>20 MS. KNUDSON: Thank you, Your Honor. We'll do 21 that.</p> <p>22 THE COURT: The next matter on the calendar is Mr. 23 Hardin's motion, also for leave to file a proof of claim 24 late after the bar date.</p> <p>25 The Debtors have objected to it and Mr. Hardin has</p>	<p style="text-align: right;">Page 37</p> <p>1 anything for me.</p> <p>2 MR. HARDIN: Well, sir, I'm not proud to say, 3 after the Twin Towers went down, I kind of stopped the news 4 and newspapers and things. And I really wasn't up to date 5 on any of this stuff up until this summer when someone asked 6 me about it -- I don't remember who -- and it just came in 7 my face recently.</p> <p>8 THE COURT: Well, when did you learn about the bar 9 date?</p> <p>10 MR. HARDIN: Just probably the end of this summer 11 when I first started talking to, I guess it was Prime. I'm 12 not sure, but I wish I would have gotten some mail or email 13 or information about this serious contact to me.</p> <p>14 THE COURT: Right. When did you learn about 15 Purdue's Chapter 11 case, it's bankruptcy case.</p> <p>16 MR. HARDIN: Everything, like I said, is basically 17 towards the end of this summer when I first started the 18 paperwork.</p> <p>19 THE COURT: Okay. And then you looked it up 20 somewhere and then contacted either the Debtors' lawyers or 21 Prime Clerk or someone to learn about the claims process?</p> <p>22 MR. HARDIN: Yes, sir. I was told that it was way 23 too late, and I was also told to go ahead and submit a claim 24 to see what would happen or something like that. So I don't 25 have a lawyer. I don't understand a lot of this court</p>

<p style="text-align: right;">Page 38</p> <p>1 stuff, to be honest with you, but I'm just leaving it in 2 your hands and what God has to say about it. 3 So thank you for at least giving me the chance to 4 be heard. 5 THE COURT: Okay. Do the Debtors have any 6 response on this? 7 MS. KNUDSON: Yes, Your Honor. This is Jacqueline 8 Knudson again from Davis Polk & Wardwell on behalf of the 9 Debtors. Can you hear me more clearly now? 10 THE COURT: Yes. There's a little bit of 11 background noise, but I can hear you. 12 MS. KNUDSON: Thank you, Your Honor. Your Honor, 13 as we set forth in our objection, we do believe the request 14 here does not satisfy the Pioneer factors and the excusable 15 neglect standard. 16 We did note in our motion that this is very 17 different from some of the late claims that this Court has 18 allowed as timely. And each of those prior late claims had 19 set forth individualized assertions and provided a 20 justifiable reason, something outside of the individual's 21 control for the untimely filing. 22 And as we noted in our objection, Your Honor, 23 other than Mr. Hardin noting that he was preoccupied with 24 getting his next prescription, we don't think Mr. Hardin has 25 provided any reason for his delay, which is over 14 months</p>	<p style="text-align: right;">Page 40</p> <p>1 See In re St. James Mechanical, Inc., 434 B.R. 54, 61 2 (Bankr. E.D.N.Y. 2010) at 61-62 actually. And if it turns 3 out that the granting of Mr. Hardin's motion would be, in 4 essence, law of the case for lots of other motions, then I 5 won't grant it. But if, frankly, very few people or no 6 other people apply, then I will grant it. 7 So I will ask the Debtors to hold off on an order 8 on this. I'll take it under advisement and see what the 9 status is of other motions to file late claims, if there are 10 others in the future and whether they unfortunately fall 11 into the fact pattern that Mr. Hardin has laid out for me 12 and if and when the effective date occurs. 13 You need to update me, Ms. Knudson. And again, if 14 there are a small number or no additional motions that fall 15 into this fact pattern, I'm likely to grant Mr. Hardin's 16 motion. If there are many of them, then I'll probably deny 17 it. 18 MS. KNUDSON: Thank you, Your Honor. 19 THE COURT: Okay. I hope that was clear, Mr. 20 Hardin. 21 MR. HARDIN: Thank you, sir. I appreciate your 22 time and consideration. Very nice. 23 THE COURT: If I do grant the motion, my taking it 24 under advisement for this period won't delay any 25 distribution to you because there's that second process to</p>
<p style="text-align: right;">Page 39</p> <p>1 after the bar date. We also would note that we believe the 2 bar date program was extensive and did reach over 98 percent 3 of creditors over eight times. 4 So with that, Your Honor, I think we will stand on 5 our papers, but would respectfully request that the Court 6 deny the motion. 7 THE COURT: Okay. I'm going to hold the motion 8 for now. I note that Mr. Hardin has prepared, and I think 9 filed his proof of claim, which is quite detailed. I'm 10 holding it because, unlike Mr. Broussard, he has given me 11 additional information as to why he didn't file his claim on 12 a timely basis, which is basically that he doesn't pay 13 attention to media. That may or may not ultimately be a 14 sufficient excuse. 15 Obviously, the delay here is significant, as I 16 noted with regard to the last matter, Mr. Broussard's 17 motion. In fact, the motion here is filed even a little 18 later than Mr. Broussard's on October 6, 2021. 19 On the other hand, as I said, he has given me some 20 additional information on the excuse. And in addition, it's 21 not clear to me at this point whether there will be 22 significant other requests for late claims. 23 I will note that there is a, I believe, 24 appropriate cutoff date in the rule and in the statute for 25 late claims, which would be the effective date of the plan.</p>	<p style="text-align: right;">Page 41</p> <p>1 process your claim. It's on file, so you can pursue that 2 process if I do grant your motion, along with everybody 3 else. 4 MR. HARDIN: I'm sorry, sir, but I really didn't 5 understand a whole lot of what you just said. 6 THE COURT: Under the plan, there's a set of 7 procedures for the Personal Injury Trust that's funded under 8 the plan with, in essence, the first dollars out, to review 9 all of the claims like yours for personal injury to 10 determine whether they should be allowed or not. 11 There's a whole mechanism in the plan for whether 12 you ask for a prompt review, which trades off a streamline 13 review for an assured lower payment, if it's allowed, versus 14 a slower review that may or may not result in a higher 15 payment, but all of that review starts no earlier than the 16 effective date of the plan. 17 So I'm delaying my ruling on your motion until 18 that same date, the effective date on the plan, so any 19 distribution to you is not going to be delayed by my taking 20 your motion under advisement. 21 MR. HARDIN: Okay. Thank you, sir. I wish I 22 could understand better, but... 23 THE COURT: Well, you should get -- 24 MR. HARDIN: Does the court or does Prime advise 25 me as to what my next step would be, other than what you</p>

<p style="text-align: right;">Page 42</p> <p>1 just told me?</p> <p>2 THE COURT: I think probably the best thing for</p> <p>3 you to do, because I understand you don't have a lawyer, is</p> <p>4 to reach out to the lawyers for the Official Unsecured</p> <p>5 Creditors Committee, and they can point you to the documents</p> <p>6 that will show you the process for getting your claim</p> <p>7 allowed.</p> <p>8 MR. HARDIN: Okay. And who is that again?</p> <p>9 THE COURT: Well, they're on the docket of the</p> <p>10 case. It's the law firm Akin Gump.</p> <p>11 MR. HARDIN: Oh yes.</p> <p>12 THE COURT: And they represent the Official</p> <p>13 Unsecured Creditors' Committee. But again, those processes</p> <p>14 only apply for people whose claims are allowed. Yours is</p> <p>15 not currently allowed because it was filed late. But if I</p> <p>16 do grant your motion, then you go into that process, so to</p> <p>17 understand that process, you could reach out to them.</p> <p>18 MR. HARDIN: That's great. I appreciate it,</p> <p>19 Judge. Should I stay on for the remainder of the meeting?</p> <p>20 THE COURT: No, you don't need to stay on. You</p> <p>21 can sign off.</p> <p>22 MR. HARDIN: Okay. Thank you very much. God</p> <p>23 bless you all. See you later. Bye-bye.</p> <p>24 THE COURT: Okay. The next matter on the calendar</p> <p>25 is Ms. Lubinski's motion for, I gather, immediate payment of</p>	<p style="text-align: right;">Page 44</p> <p>1 other victims, and you just see all these names that are</p> <p>2 paid out to lawyers and people. I can't afford a lawyer. I</p> <p>3 cannot understand most of the things that are happening.</p> <p>4 All I know is what this drug has done to our family and many</p> <p>5 others.</p> <p>6 I have stage 4 cancer now. I've taken care of my</p> <p>7 husband for those 25 years getting him through all of that.</p> <p>8 And in the end, he's gone because there was no help for him</p> <p>9 from what that caused, and now I have no one to take care of</p> <p>10 me and I don't have time to sit and wait and try to get some</p> <p>11 justice. And I don't even want the money to come out of the</p> <p>12 claimants' money; I want it to come from them, the Sackler</p> <p>13 family because they are not suffering at all, and it's just</p> <p>14 not fair. We didn't choose this; it was pushed upon us, and</p> <p>15 I just would really like some consideration for us victims.</p> <p>16 And I appreciate your time, Your Honor. Thank</p> <p>17 you.</p> <p>18 THE COURT: Okay, thank you.</p> <p>19 MR. McCLAMMY: Good morning, Your Honor. Jim</p> <p>20 McClammy of Davis Polk & Wardwell on behalf of the Debtors.</p> <p>21 Just briefly, Your Honor. As you noted in our</p> <p>22 papers, this motion filed by Ms. Lubinski and others like</p> <p>23 it, you know, the Debtors have viewed with great sympathy,</p> <p>24 and I can't even imagine how hard it is to experience what</p> <p>25 Ms. Lubinski's gone through or to be able to share that with</p>
<p style="text-align: right;">Page 43</p> <p>1 her claim. And I see Ms. Lubinski there on the screen.</p> <p>2 MS. LUBINSKI: Yes. Hello, Your Honor.</p> <p>3 THE COURT: Good morning. I've read that motion</p> <p>4 and the Debtors' objection to it. Again, I've read both of</p> <p>5 those matters. I've dealt with this issue before in the</p> <p>6 context of other similar motions in the case, but I'm happy</p> <p>7 to hear brief oral argument on it if people want to say more</p> <p>8 than what they've said in their filed papers.</p> <p>9 MS. LUBINSKI: Sure. I appreciate that. My name</p> <p>10 is Stephanie Lubinski, and our life was completely altered</p> <p>11 (sound glitch) due to the prescription of OxyContin to my</p> <p>12 husband, Troy Lubinski, which is actually his birthday</p> <p>13 today. It was 25 years of uncertainties and desperations</p> <p>14 for him to overcome this medication.</p> <p>15 On September 22nd of 2020, he committed suicide.</p> <p>16 The medication that was given to him totally changed him.</p> <p>17 He was given 40 pills a day to take, and that was not</p> <p>18 enough. We had to file bankruptcy, we lost our home, we</p> <p>19 lost many personal items that he had to sell. It was 25</p> <p>20 years of not a life that we chose.</p> <p>21 Our monies -- that we were blue collar workers.</p> <p>22 He was a firefighter and I worked for a union, and all of</p> <p>23 our monies went to pay for the Sackler family to have the</p> <p>24 life, the opulent life they had.</p> <p>25 My husband's life is no more special than all the</p>	<p style="text-align: right;">Page 45</p> <p>1 us here today, but I did want to at least note that for the</p> <p>2 record.</p> <p>3 Otherwise, Your Honor, as this Court has addressed</p> <p>4 before, the bankruptcy system doesn't allow for the payments</p> <p>5 requested in the form that Ms. Lubinski has requested here,</p> <p>6 and we stand on what we've put in our papers for purposes of</p> <p>7 our objection.</p> <p>8 THE COURT: Okay. All right. Miss Lubinski, I</p> <p>9 remember you and your letter well. I read it from the bench</p> <p>10 to the parties in the case --</p> <p>11 MS. LUBINSKI: Thank you.</p> <p>12 THE COURT: -- to urge them at a time when there</p> <p>13 was no agreement on a plan to agree to get to the point</p> <p>14 where money could flow to people like yourself and to abate,</p> <p>15 to the extent one can, the opioid crisis.</p> <p>16 I also tried very hard at the beginning of this</p> <p>17 case, as did many of the people in this case, including the</p> <p>18 Creditors' Committee and the Debtors, to have an emergency</p> <p>19 fund, which was really unheard of in bankruptcy law, at the</p> <p>20 start of the case to go out before a plan.</p> <p>21 Because it was so unusual to have a fund like</p> <p>22 that, \$200/\$250 million, you really needed almost complete</p> <p>23 agreement to let it happen and there wasn't from certain key</p> <p>24 parties in the case. And it wasn't from the Sacklers; it</p> <p>25 was from creditors in the case who opposed it.</p>

<p style="text-align: right;">Page 46</p> <p>1 So the only way that you normally have payments to</p> <p>2 creditors in a bankruptcy case is through a plan when the</p> <p>3 plan goes effective, and that's because there are so many</p> <p>4 creditors, you can't pick and choose who you pay.</p> <p>5 And that's where we are now. A plan has been</p> <p>6 confirmed; it's currently on appeal. Promptly after it goes</p> <p>7 effective, and that requires there not being a stay in place</p> <p>8 and, of course, it requires the appeal being granted -- and</p> <p>9 I don't know whether that will happen or not -- that's when</p> <p>10 the distribution process starts for everyone.</p> <p>11 And as much as I would like to get money to people</p> <p>12 now, I don't have the power to do that. It only would</p> <p>13 happen under the plan, or if the plan's not confirmed, some</p> <p>14 other plan that's negotiated in the future, so I can't grant</p> <p>15 your motion.</p> <p>16 The Debtors are not objecting to your claim;</p> <p>17 they're just objecting to having a payment to you now, as</p> <p>18 opposed to through the plan.</p> <p>19 MS. LUBINSKI: Okay.</p> <p>20 THE COURT: So I will ask the Debtors to prepare</p> <p>21 an order that denies the motion.</p> <p>22 MR. McCLAMMY: We will do that, Your Honor.</p> <p>23 THE COURT: Okay, thank you.</p> <p>24 MS. LUBINSKI: Thank you.</p> <p>25 THE COURT: Okay. All right. The last matter on</p>	<p style="text-align: right;">Page 48</p> <p>1 believe she states that I haven't ruled on something that</p> <p>2 she had submitted and that she's having difficulty obtaining</p> <p>3 pro bono counsel.</p> <p>4 So I'll address that email also, Ms. Isaacs,</p> <p>5 before we're done today, but my focus is on this motion.</p> <p>6 And again, with respect to the motion, I've read the</p> <p>7 pleadings, but I'm happy to hear brief oral argument on it.</p> <p>8 MS. ISAACS: Thank you, Your Honor. I'm a little</p> <p>9 emotional after hearing the last woman. I'm really sorry.</p> <p>10 My heart goes out to Miss Lubinski. I'm really sorry for</p> <p>11 your pain and sorrow.</p> <p>12 Again, here we go, just like last time we did</p> <p>13 this, and I got upset in the beginning.</p> <p>14 If everybody -- and I wrote it down, so I don't</p> <p>15 get off the trail. If everyone could please listen</p> <p>16 carefully so you can all get a clear understanding of what</p> <p>17 is truly going on within these proceedings and all judicial</p> <p>18 proceedings across the nation, I'd appreciate you.</p> <p>19 An act to regulate the time and manner of</p> <p>20 administering certain oaths first law passed in the United</p> <p>21 States Congress after the ratification of the U.S.</p> <p>22 Constitution. It was signed by President George Washington</p> <p>23 on June 1st, 1789. Since that very time, every law that has</p> <p>24 been effectuated has been based upon prior procedures that</p> <p>25 became law and case precedence that paved the way for a new</p>
<p style="text-align: right;">Page 47</p> <p>1 the calendar is Ms. Isaacs' motion, which is captioned,</p> <p>2 motion for clarification; it's dated September 30. And in</p> <p>3 it, Ms. Isaacs seeks various forms of relief, in part, to</p> <p>4 correct what Ms. Isaacs believes is an incorrect record with</p> <p>5 regard to an earlier motion that she filed on August 17.</p> <p>6 And then, in addition, "to refute any</p> <p>7 distributions of any assets at all to any individual,</p> <p>8 entity, organization, corporation, attorney, or otherwise</p> <p>9 until the Appellate Court renders their decision, along with</p> <p>10 the recall of any and all funds previously ordered to be</p> <p>11 paid." Second, "refute the sale of any equipment or</p> <p>12 entities of Purdue Pharma, subsidiaries and/or any company</p> <p>13 under the umbrella of the Purdue Pharma/Sacklers various</p> <p>14 trusts in the U.S. and around the world."</p> <p>15 And then last, "request the immediate</p> <p>16 investigation by a third party into the bankruptcy</p> <p>17 proceedings, including but not limited to the transfer of</p> <p>18 all funds between all the parties involved in these</p> <p>19 proceedings."</p> <p>20 I also have the Debtors' objection to that motion.</p> <p>21 So again, I've reviewed those pleadings. And I've</p> <p>22 also received in the last couple of days, in addition to the</p> <p>23 email that I mentioned that I got this morning, an email</p> <p>24 from Ms. Isaacs from a couple of days ago in which she</p> <p>25 states that -- well, it wasn't clear to me, frankly. But I</p>	<p style="text-align: right;">Page 49</p> <p>1 law.</p> <p>2 Now the attorneys have so many cases to muster</p> <p>3 through looking for loopholes to proceed with cases to prove</p> <p>4 their point of intent, and here is why the courts have the</p> <p>5 authority to make decisions based upon antiquated laws that</p> <p>6 no longer serve the people in today's socio-economic</p> <p>7 environment. All the laws in our country have been made up</p> <p>8 by those in power would agree, reading all the documents for</p> <p>9 any procedure and any case law is irrelevant when one really</p> <p>10 looks at how every case in the legal justice system and law</p> <p>11 books were made up by the past happenings that were put into</p> <p>12 the law book.</p> <p>13 It is time we look to the future to see how</p> <p>14 damaging all of the past laws have created the allowance of</p> <p>15 the Presidential declaration of the current national public</p> <p>16 health and safety emergency. It is time to once again pause</p> <p>17 and go back to proceeding with caution, that as a society do</p> <p>18 not continue to contribute to the public health and safety</p> <p>19 emergency.</p> <p>20 The CDC reported two days ago that there were over</p> <p>21 100,000 deaths in the past year. For every loved one,</p> <p>22 there's mothers, fathers, siblings, children, aunts, uncles,</p> <p>23 cousins, friends, and colleagues that are grieving and</p> <p>24 tearing the families apart. These casualties behind the</p> <p>25 deaths are suffering from mental and physical disease due to</p>

<p style="text-align: right;">Page 50</p> <p>1 the stress due to the laws that were made up by the 2 government and the attorneys that made those laws through 3 the use of the government, stress that is creating somatic 4 symptoms that is causing the medical community to be 5 overladed with patients and staff that have no idea how to 6 treat those in mourning for those that have passed on and 7 continue to pass on at an unprecedented rate.</p> <p>8 Your Honor, once again, I did not receive service 9 by the Debtors of their objections. I suspected they filed 10 their objection and began hunting for it. I have not been 11 able to find the Prime Clerk docket; it has been down for 12 nearly a week, and I cannot afford the Pacer account for 13 access to documents, which is discriminatory to a disabled 14 party that is trying to participate in this case.</p> <p>15 Notwithstanding Ben Higgins of the Trustee's 16 office was kind enough to forward the order for my review 17 late yesterday, and I thank you. But it did not give me 18 enough time to prepare an oral argument for you today. I'm 19 doing the best that I can.</p> <p>20 First off, I'm not even going to speak to all the 21 rules and the cases the Debtors cited, as they are all made 22 up since 1789, many of which contradict one another. I have 23 had more than my share of countless conversations with 24 attorneys, law clerks, and various court menus and NYLAC, 25 and everyone says they do not know what is going on in this</p>	<p style="text-align: right;">Page 52</p> <p>1 Now I will speak to the timeline of events in the 2 Debtors' objection. The Debtors assert the last date to 3 file an objection to the settlement was July 18, 2021, 4 according to the made-up, antiquated bankruptcy laws. Let 5 me remind this Court, I had to fire my attorney 6 (indiscernible) August of 2021 because they, like the UCC, 7 are not protecting individual claimants that have been 8 grossly harmed by Purdue Pharma, the Sackler family, and 9 these puppet masters with the FDA have created the public 10 health and safety emergency.</p> <p>11 This Court is still accepting their claims to the 12 improprieties in this action, special consideration to be 13 given for the fact that I had to step forward on behalf of 14 my son, Patrick Brian (indiscernible), myself, the American 15 people.</p> <p>16 I filed in a timely fashion (indiscernible) 17 immediately following the determination by counsel for his 18 misconduct. Had my counsel done his job, none of this would 19 be going on. Again, the Debtors are filing the Fourteenth 20 Amendment of the made-up constitution, specifically due 21 process, is recorded via Zoom by Your Honor that I did not 22 file in a timely fashion. And then upon a relook of the 23 dates, you corrected yourself; yet, the Debtors prepared 24 denial (indiscernible) filing in the untimely as e-signed by 25 Your Honor.</p>
<p style="text-align: right;">Page 51</p> <p>1 case.</p> <p>2 We have never had such a case of this capacity 3 ever in the U.S. history where a family wishes to claim 4 bankruptcy based on a piece of paper that says they are a 5 corporation and the family is 100 percent owner of the 6 corporation, Purdue Pharma, who has/is killing hundreds of 7 thousands of living humans. That's the claim 8 (indiscernible) with the criminal prosecution equitable 9 mootness from these proceedings.</p> <p>10 What happens to the bankruptcy proceedings if the 11 Sacklers are rightfully arrested for their white collar 12 crimes? I am quite certain all payments will stop, drug 13 dealers' assets gets seized immediately. Although all of 14 this can change at any moment the Sacklers decide to pull a 15 hissy fit again and David Sackler threatens to pull the 16 settlement altogether one more time.</p> <p>17 Why are these white collar criminals calling the 18 shots? Notwithstanding moving all the money around and 19 paying out these grandiose fees to attorneys and consultants 20 and everyone else that has their hands in the cookie jars 21 only to be nothing left in the end. There will not be a 22 dime for the claimants or the state coffers. The attorneys 23 and consultants will be the only ones to get paid as they 24 are billing monthly to make sure they can proceed in this 25 charade.</p>	<p style="text-align: right;">Page 53</p> <p>1 This is how the legal justice system falls back on 2 previous rulings that are incorrect and made up through the 3 past centuries and creates a domino effect of damage to the 4 public.</p> <p>5 Because of all the incongruencies in this case and 6 all the moving pieces, it's imperative that a third party be 7 involved and provide full transparency on everything that's 8 transpired in this case. This case involves the most 9 egregious and heinous crimes against humanity in America and 10 must have an oversight committee that is objective, not the 11 UCC made up of bad actors with vested interest that are now 12 also claiming bankruptcy, like Blue Cross/Blue Shield and 13 CVS.</p> <p>14 All the continual nonsense of this party and that 15 party has not met the burden of proof or test of past laws 16 that were made up means nothing. Loving humans are 17 continuing to die at a vast rate and grief is rippling like 18 a pebble in a pond and to a mental health pandemic of our 19 nation. All of the consenting states and the Debtors' 20 attorneys should have their licenses revoked. They're all 21 putting profits in their pockets over saving human lives is 22 absolutely unconscionable and inhumane.</p> <p>23 Note Paragraph 3 of the Debtors' objection speaks 24 to there must be a mistake. The order prepared and signed 25 by this Court was a grievous mistake. Please watch the</p>

<p style="text-align: right;">Page 54</p> <p>1 replay of the Zoom recording before reading off your 2 prepared ruling you've brought into the courtroom this 3 morning.</p> <p>4 Note Paragraph 4 alludes that on the September 13, 5 2021, omnibus hearing, I had the ability to object to 6 payments being made to the four executives. That motion 7 occurred prior to this Court recognizing me as a pro se 8 litigant and hearing my motion.</p> <p>9 At that time, I did not proceed to give integrity 10 or morality to (indiscernible) in that matter, since I was 11 unaware that said motion was on the docket. I was surprised 12 and did not get my objection raised to the Court three days 13 prior to the hearing, as required by the antiquated made-up 14 laws of procedure. I was still playing catchup from Sean 15 Hannigan dropping the ball.</p> <p>16 Everything that's gone on in the legal justice 17 system since George Washington has set society up for 18 failure and to make the elite more powerful and the wealthy 19 wealthier as the layperson who has no knowledge of the law 20 tries to navigate their way through seeing justice for the 21 American people, nor can a layperson like myself who's on 22 disability do so, and disability that is derived directly 23 from the Sacklers.</p> <p>24 The confirmation of the bankruptcy is setting 25 another made-up case precedence that will be disastrous.</p>	<p style="text-align: right;">Page 56</p> <p>1 Now I've been watching and listening carefully at 2 the beginning of the September omnibus hearing. Your Honor 3 came into the courtroom with a notebook of prepared 4 decisions to read after the oral arguments phase, and it was 5 based upon the paperwork submitted. When I actually 6 represented myself, a 45-minute oral argument, the issues 7 raised were not addressed. Rather, we all heard about your 8 20-year history on the bench and how you could have been in 9 private practice and (indiscernible).</p> <p>10 Judge, you had it all wrong, along with reading 11 off of your previously prepared ruling. This is all wrong. 12 Why even have oral arguments when decisions are made prior 13 to hearing? It's all ridiculous and paving the way for more 14 corporations to hide out in bankruptcy to avoid 15 accountability.</p> <p>16 And it's the truth -- it's not truth or justice. 17 The Sackler family has strongarmed this Court and 18 perpetually lied to DOJ and FDA, who permitted the Sacklers 19 to use officials to pay off if they avoid prosecutions since 20 the (indiscernible).</p> <p>21 The Sacklers' proposal of \$4.3 billion over nine 22 years is going to be blown through as these proceedings that 23 elevate the Supreme Court and possibly a World Court. Why a 24 World Court? Because Richard Sackler is so addicted to 25 money that the Sacklers (indiscernible) countries; hence,</p>
<p style="text-align: right;">Page 55</p> <p>1 The unconstitutionality of these proceedings onto the 2 victims, the widespread (indiscernible) as referred by 3 releases is setting a vehicle in motion for big pharma 4 corporations, every big pharma corporation to do the same, 5 such as Mallinckrodt that's already in process and others.</p> <p>6 Should this continue, no one will ever be held 7 accountable for the heinous crimes against humanity that are 8 fracturing the very fabric of the families in America 9 because we'll have a new case precedence that's been made 10 up.</p> <p>11 The Sacklers did --</p> <p>12 THE COURT: Ms. Issacs, I'm going to interrupt you 13 now. I really -- I'm dealing with the motion.</p> <p>14 MS. ISAACS: I'm almost done. I'm almost done.</p> <p>15 THE COURT: All right.</p> <p>16 MS. ISAACS: I really am. Please, Your Honor, I'm 17 almost done. This is very heartbreaking. There is no love 18 involved in this.</p> <p>19 The Sacklers justice, this lack of justice, this 20 Court and the attorneys' malfeasance are to the people is 21 why they're dying and being permanently harmed. The 22 (indiscernible) white collar crimes (indiscernible) press 23 statement that white collar crimes are not tolerated, DOJ 24 will be taking action. I'm patiently waiting for Miss 25 (indiscernible) to honor her word.</p>	<p style="text-align: right;">Page 57</p> <p>1 the poisoning of loving humans around the globe. It has 2 already been identified that he's already paid out to 3 attorneys and consultants to date exceed \$1 billion.</p> <p>4 Why are the attorneys and consultants not being 5 paid out over nine years? They're not dire of being harmed. 6 The dam must be closed to stop loving humans with feelings 7 and emotions are dying and previous (indiscernible) to a 8 halt. Not one more payment should be made and everyone 9 should be brought to an equal playing field and practice 10 love. Everything is now on Zoom. This includes everyone's 11 behaviors in the courtroom.</p> <p>12 It's just everyone tread lightly as all eyes are 13 on this case and "Dopesick" has aired on national television 14 and the cat is out of the bag as to how addicted the 15 Sacklers are to money. Richard Sackler is so busy trying to 16 create an empire (indiscernible) and that of Arthur Sackler 17 at the expense of everyone's mental health due to the death 18 (indiscernible) family's involved in 50 states and Puerto 19 Rico, including all of the participants in these 20 proceedings, the attorneys and consultants and everybody is 21 being affected.</p> <p>22 Richard Sackler continued to smear peoples' 23 reputations and create widespread stigma saying it was the 24 abuser's fault. I argued Richard Sackler is an addict, a 25 bully, an abuser, and a fraudulent manipulator and to people</p>

<p style="text-align: right;">Page 58</p> <p>1 and our government. How does everyone sleep at night?</p> <p>2 I respectfully request the order be corrected to</p> <p>3 reflect the truth of the timely filing and third-party</p> <p>4 investigation and object to any and all payments going</p> <p>5 forward until this matter reaches a final conclusion, albeit</p> <p>6 the Appellate Court and Supreme Court or a World Court.</p> <p>7 I am not interested in hearing about all the</p> <p>8 integrated procedures and case laws. Times have</p> <p>9 progressively changed and the legal justice system needs an</p> <p>10 entire overhaul. If this to proceed, the DOJ might has well</p> <p>11 shred the Declaration of Independence, the Constitution only</p> <p>12 causing every law (indiscernible) legal document in the</p> <p>13 trash; just start over before everyone becomes extinct.</p> <p>14 It's time for someone to stand up to Richard</p> <p>15 Sackler and the Sackler family and their entire team once</p> <p>16 and for all. You still have the opportunity to be on the</p> <p>17 right side of history and stop this façade before an</p> <p>18 uprising occurs across our nation as families across the</p> <p>19 land are angry.</p> <p>20 Thank you, Your Honor.</p> <p>21 THE COURT: Okay. All right. Do the Debtors have</p> <p>22 any response?</p> <p>23 MR. McCLAMMY: Very briefly, Your Honor. I think</p> <p>24 as Your Honor has noted on prior occasions as we've heard</p> <p>25 from Ms. Lubinski and as we've now heard from Ms. Isaacs,</p>	<p style="text-align: right;">Page 60</p> <p>1 was, "An immediate correction to the denial of an earlier</p> <p>2 motion of hers dated and filed -- well, dated July 18 and</p> <p>3 filed -- I'm sorry, excuse me -- -- dated August 16 and</p> <p>4 filed August 17, 2021.</p> <p>5 And then, in addition, seeking other forms of</p> <p>6 relief that were actually quite similar to the relief sought</p> <p>7 in that motion, that August 17, 2021 motion; namely,</p> <p>8 injunctions of distributions and an investigation of the</p> <p>9 bankruptcy case while everything remains frozen.</p> <p>10 I appreciate that Ms. Isaacs is pro se. I also</p> <p>11 appreciate that she has had terrible tragedies in her life.</p> <p>12 But at the same time, I need to address her motion in the</p> <p>13 context that it must be put in under the Bankruptcy Code and</p> <p>14 Bankruptcy Rules.</p> <p>15 I'll address first the request for clarification</p> <p>16 of the record. I entered an order on June 3, 2021 approving</p> <p>17 the Debtors' disclosure statement for their Chapter 11 plan,</p> <p>18 and that also set forth a schedule for the Court's</p> <p>19 consideration of the Debtors' request for confirmation of</p> <p>20 that plan that laid out in some detail as the Debtors has</p> <p>21 already previously proposed, and as far as the preparation</p> <p>22 for the disclosure statement hearing had been approved by</p> <p>23 this Court going up to the start of the confirmation</p> <p>24 hearing.</p> <p>25 It was clear that there were likely to be multiple</p>
<p style="text-align: right;">Page 59</p> <p>1 you know, we all I think really understand that the impacts</p> <p>2 of what we were addressing with these cases have been</p> <p>3 unbelievably difficult and unbelievably personal.</p> <p>4 And as we think Your Honor knows, the Debtors</p> <p>5 approached these cases really in a way that's unprecedented</p> <p>6 and was able to get consensus around a plan of</p> <p>7 reorganization that had at its focus putting the money that</p> <p>8 would be available through the plan of reorganization for</p> <p>9 abatement and to compensate victims.</p> <p>10 I believe, as we set out in our papers, there has</p> <p>11 not been a basis set out for either reconsideration, to the</p> <p>12 extent the motion can be construed as a motion for</p> <p>13 reconsideration. And to the extent that there a request</p> <p>14 with respect to the payments or, you know, what perhaps</p> <p>15 could be construed as appointment of an examiner, we believe</p> <p>16 that there's no basis set out in the papers there based on</p> <p>17 the record that the Court has gone through, including at</p> <p>18 confirmation.</p> <p>19 And for those reasons, Your Honor, and as we</p> <p>20 stated in our papers, we would ask the Court to deny the</p> <p>21 motion.</p> <p>22 THE COURT: Okay. All right. Again, I have</p> <p>23 before me a motion by Ellen Isaacs that's dated September</p> <p>24 30, 2021. It's captioned a motion for clarification, and in</p> <p>25 it, Ms. Isaacs various forms of relief, the first of which</p>	<p style="text-align: right;">Page 61</p> <p>1 objections to confirmation of the plan and a need for an</p> <p>2 orderly discovery process, as well as a briefing process,</p> <p>3 related to the Debtors' request for confirmation and those</p> <p>4 anticipated objections. Therefore, the order laid out a</p> <p>5 timetable for filing objections to confirmation, discovery</p> <p>6 related to the confirmation request, and those objections</p> <p>7 and the filing of replies to the objections.</p> <p>8 As the parties worked through their discovery</p> <p>9 process, that confirmation procedures order was modified</p> <p>10 three times through a July 30th modification, but the</p> <p>11 objection deadline for filing objections to confirmation of</p> <p>12 the plan had already been set and that deadline was July 19,</p> <p>13 2021.</p> <p>14 I agreed and the Debtors agreed to take certain</p> <p>15 objections a few days after that, in light of their efforts</p> <p>16 to resolve as many objections as they could before they were</p> <p>17 filed. But obviously to prepare for a confirmation hearing,</p> <p>18 one needs an objection deadline so that all the parties can</p> <p>19 focus on the issues that are to be heard at that hearing.</p> <p>20 The confirmation hearing itself started on August</p> <p>21 12, 2021 and continued for several days. It was an</p> <p>22 evidentiary hearing, which again, of course, required</p> <p>23 extensive preparation, which the parties who had filed</p> <p>24 objections and were primarily going to be involved in that</p> <p>25 hearing undertook.</p>

<p style="text-align: right;">Page 62</p> <p>1 On August 17, well into the course of the</p> <p>2 confirmation hearing, Ms. Isaacs filed what was captioned as</p> <p>3 an emergency request for immediate injunction and hearing</p> <p>4 for due process, production for evidentiary documents, and</p> <p>5 other relief. It's a fairly lengthy pleading, but on the</p> <p>6 page preceding the signature line, it sought:</p> <p>7 (1) an immediate injunction stopping the above-</p> <p>8 captioned bankruptcy proceedings based on the text of the</p> <p>9 emergency request, which appears at Docket No. 3587. It's</p> <p>10 clear that that included or requested an injunction and</p> <p>11 cessation of the confirmation hearing itself in midstream</p> <p>12 and, indeed, referred to testimony during that hearing;</p> <p>13 Second, it sought all medical examiner reports</p> <p>14 collected by a third party for every accident overdose and</p> <p>15 homicide by drug since the first prescription of OxyContin.</p> <p>16 Upon review of opioid related cases, the surviving family</p> <p>17 members are to be notified of these proceedings to determine</p> <p>18 if they have a valid claim, followed by continual relief for</p> <p>19 the families due to Purdue Pharma's devastation to the</p> <p>20 families and friends across our nation, much like a fund</p> <p>21 developed for the families after 9/11;</p> <p>22 (3) a full-blown investigation of overdoses by</p> <p>23 Valium and Librium since the first prescriptions;</p> <p>24 (4) release to the public of all the discovery,</p> <p>25 evidentiary, interrogatories, video fees, pictures, emails,</p>	<p style="text-align: right;">Page 64</p> <p>1 things that she has stated today, and it was clear to me</p> <p>2 asked that I reconsider my bench ruling, which I was in the</p> <p>3 process of turning into a modified memorandum of decision.</p> <p>4 As stated at Page 160 of the transcript, please refer this</p> <p>5 case -- this was Ms. Isaacs speaking:</p> <p>6 "Please refer this case to the Justice Department</p> <p>7 for criminal prosecution, overrule the corporate and</p> <p>8 bankruptcy laws, and escalation to a World Court to stop the</p> <p>9 Sacklers from conducting business in the pharmaceutical</p> <p>10 industry worldwide. Based on the facts of fraud, I</p> <p>11 respectfully request on behalf of myself and the American</p> <p>12 people that Your Honor reverse course and reconsider the</p> <p>13 bench ruling for confirmation and enter an order denying</p> <p>14 this settlement agreement in its entirety."</p> <p>15 Ms. Isaacs subsequently filed a timely appeal of</p> <p>16 the confirmation order that was entered September 17 and a</p> <p>17 motion on October 5, 2021 for a stay of that order pending</p> <p>18 appeal.</p> <p>19 I, at the conclusion of the September 13, gave Ms.</p> <p>20 Isaacs my bench ruling on her emergency motion, which Ms.</p> <p>21 Isaacs, you should understand, it was not written in</p> <p>22 advance. I do not write my rulings in advance. I didn't</p> <p>23 write my bench ruling in advance. I do, however, come</p> <p>24 prepared with memos setting forth the law and the pleadings</p> <p>25 that the parties have filed, as I would hope every judge</p>
<p style="text-align: right;">Page 63</p> <p>1 taped conversations that the Court is holding/obtaining;</p> <p>2 (5) allow sufficient time for the ballots to be</p> <p>3 returned regarding the bankruptcy only;</p> <p>4 (6) a full-blown investigation into Janet Woodcock</p> <p>5 DEA's involvement with approving OxyContin and other manmade</p> <p>6 synthetic drugs purporting to relief pain, see Vioxx;</p> <p>7 (7) all votes for each state to be recounted.</p> <p>8 Should a state AG have voted against the will of the people</p> <p>9 for their specific state, they are to be immediately removed</p> <p>10 from office;</p> <p>11 (8) seizure of all Purdue Pharma, the Sacklers'</p> <p>12 assets and holdings, including Mundi pharmaceutical;</p> <p>13 (9) the U.S. AG and UN to oversee the entire</p> <p>14 bankruptcy proceedings and criminal prosecution;</p> <p>15 (10) starting with the Constitutional law, the</p> <p>16 precedence's, and all the other reasons stated above require</p> <p>17 an immediate injunction entered immediately and a hearing</p> <p>18 should be granted as soon as possible for myself, Ellen</p> <p>19 Isaacs, and we the people.</p> <p>20 Being in the middle of the confirmation hearing, I</p> <p>21 determined not to enjoin the hearing and, instead, scheduled</p> <p>22 the hearing on the foregoing request to be held after the</p> <p>23 conclusion of that hearing, and it was held on September 13,</p> <p>24 2021.</p> <p>25 At that hearing, Ms. Isaacs stated many of the</p>	<p style="text-align: right;">Page 65</p> <p>1 would, since preparation is a key to being an effective</p> <p>2 judge.</p> <p>3 And it was based upon my understanding of your</p> <p>4 remarks, as well as your motion, and the objectors remarks</p> <p>5 and the objection to your motion that led to my ruling.</p> <p>6 Your objection to the plan -- I'm sorry -- your</p> <p>7 emergency motion was, in fact, filed in the middle of the</p> <p>8 confirmation hearing, and I was not going to enjoin the</p> <p>9 confirmation hearing on that basis. I don't believe,</p> <p>10 therefore, there's anything to correct in the record on that</p> <p>11 point.</p> <p>12 And I treated your motion, since the only thing it</p> <p>13 would properly be construed as, as a motion for</p> <p>14 reconsideration of my bench ruling, and gave you my reasons</p> <p>15 why I would not reconsider that ruling. In my order dated</p> <p>16 September 15, 2021, I went through them in even more detail.</p> <p>17 The emergency motion did not set forth a basis for</p> <p>18 reconsideration under any of the grounds set forth in</p> <p>19 Bankruptcy Rule 9023 or 9024.</p> <p>20 As far as the other relief that has been sought,</p> <p>21 I've considered your request for a stay of all activity in</p> <p>22 the case pending the appeal and ruled on that previously.</p> <p>23 The issue of a stay undoubtedly will come up again if the</p> <p>24 appeal is denied; it will not come up obviously if the</p> <p>25 appeal is granted.</p>

<p style="text-align: right;">Page 66</p> <p>1 But that issue is no longer before me, nor is your 2 request for other relief insofar as it pertains to matters 3 that are on appeal to the District Court. I don't have 4 jurisdiction over those issues anymore given that they are 5 before the District Court on appeal, so I will deny the 6 motion in its entirety. 7 I'll ask the Debtors to submit an order to that 8 effect. 9 MR. TROOP: We'll do that, Your Honor. And to the 10 extent Ms. Isaacs has mentioned that there may have been an 11 issue with (indiscernible) and access, I just wanted to note 12 for the record that we will also be looking into that. 13 THE COURT: Where should they send pleadings, Ms. 14 Isaacs? 15 MS. ISAACS: To Ryansopc@gmail.com. Thank you. 16 THE COURT: Okay, very well. I think that 17 concludes today's calendar. 18 (Whereupon these proceedings were concluded at 19 11:53 AM) 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 68</p> <p>1 CERTIFICATION 2 3 I, Sonya Ledanski Hyde, certified that the foregoing 4 transcript is a true and accurate record of the proceedings. 5 6 7 <i>Sonya M. Ledanski Hyde</i> 8 Sonya Ledanski Hyde 9 10 11 12 13 14 15 16 17 18 19 20 Veritext Legal Solutions 21 330 Old Country Road 22 Suite 300 23 Mineola, NY 11501 24 25 Date: November 22, 2021</p>
<p style="text-align: right;">Page 67</p> <p>1 INDEX 2 3 RULINGS 4 Page Line 5 6 Debtors' motion for authority to pay or reimburse the fees 7 and expenses of the Non-Consent State Group, the Ad Hoc 8 Committee, and the MSGE Group Granted 23 21 9 10 Binder & Schwartz Compensation 11 Motion Granted 25 20 12 13 Late Claim Motions by Carpenter/Maae 14 Granted 27 25 15 16 17 18 19 20 21 22 23 24 25</p>	

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