

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11  
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AVIANCA HOLDINGS S.A., *et al.*,<sup>1</sup> : Case No. 20-11133 (MG)  
:   
Debtors. : (Jointly Administered)  
:   
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**AFFIDAVIT OF PUBLICATION OF THE NOTICE OF COMMENCEMENT OF  
CHAPTER 11 BANKRUPTCY CASE IN USA TODAY**

This Affidavit of Publication includes the sworn statement verifying that the Notice of Commencement of Chapter 11 Bankruptcy Case was published and incorporated by reference herein as follows:

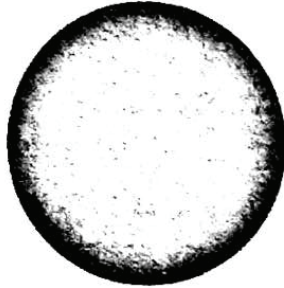
1. In *USA Today* on May 26, 2020, attached hereto as **Exhibit A**.

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<sup>1</sup> The Debtors in these chapter 11 cases, and each Debtor’s federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); AeroInversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int’l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



# Exhibit A



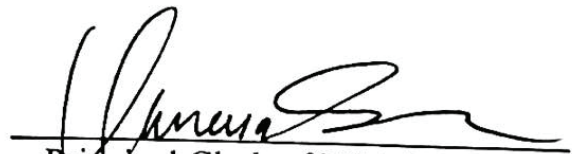
**USA  
TODAY**  
A GANNETT COMPANY

## VERIFICATION OF PUBLICATION

**COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX**

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Being duly sworn, Vanessa Salvo says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on Tuesday, May 26, 2020, the following legal advertisement – Avianca Holdings S.A., et al.– was published in the national edition of USA TODAY.

  
Principal Clerk of USA TODAY  
May 26, 2020

# Grading Tiger-Manning vs. Phil-Brady

**Tim Schmitt**  
Golfweek

Sunday's "The Match: Champions for Charity" had a little bit of everything. Uncertainty over whether the rains would allow the match to start. Instant and incessant banter. Horrible golf shots. Amazing golf shots.

And in the end, it produced some genuine drama. After digging a big hole, the duo of Phil Mickelson and Tom Brady staged an impressive comeback to make the 18th hole relevant.

Here are the grades:

**Tiger Woods: B+**

We're weighting Tiger's grade a little because this is his home course. He looked strong — an encouraging sign for golf fans — and put himself in great position most of the round. In fact, while the others were fighting to find fairways through a heavy rain on the front nine, Tiger routinely placed his ball exactly where a knowledgeable club member would.

He did miss a few shots we

might expect him to hit (although not many). One thing that jumped out was Tiger's poor speeds on the greens. Sure, they were wet. But Tiger plays these greens all the time; you'd think he'd know which putts needed a few extra rolls considering the conditions.

**Phil Mickelson: A-**

While we're weighting Tiger's grade a bit because it's his home track and we expected better putting, we'd be lying if we said Phil's grade wasn't slightly influenced by his amazing dialogue. Phil talked. And talked. And talked. As only Phil can. But of course, without the mics, we rarely get to know exactly what he keeps rambling about.

And Phil was, well, Phil, as he sprayed the ball a bit, but then made some memories. His tee shot on No. 11, for example, made it look as if he were the member, and was the kind of shot you brag about for weeks. On 14 he added a stiff shot and then he buried a huge 12-foot par putt on No. 15 to keep his squad in the match.



**Phil Mickelson plays his shot from the first tee as Tiger Woods looks on Sunday during The Match.** USA TODAY SPORTS

**Tom Brady: C+**

He really is the master of second-half comebacks, isn't he? Tom Brady was *awful* through the first six holes. To the point where buddies across the country were texting each other and suggesting there was something they can finally do better than the GOAT.

But on No. 7, you could sense he had been picked on enough. He caught his iron so clean off the fairway, it pulled his microphone off and ripped his pants. The holed-out birdie was one of

many highlights in the round, not to mention the one that made it feel as if it might become a match.

And while we thought Brady might be able to recover from his early failing grade to manage a B, he had a few big fails down the stretch — including a missed putt on No. 17 and essentially becoming a non-factor on 18.

Still, finishing with this grade after where we stood six holes in was pretty impressive.

**Peyton Manning: B**

Everything you need to know about Manning's competitive fire shined through on the 212-yard 16th hole. The team of Phil and Tom was clearly gaining momentum, and Brady stuck a beauty to eight feet. At this point, Manning was starting to show signs of collapse after messing up a bunker shot on No. 13 and missing an easy par putt on No. 14.

But that's when Peyton came back with one of the best shots of the day, a perfectly placed bullet that dropped inside two feet from the cup.

It was part of a recurring

theme — Manning's iron shots coming out crisp.

**Golf: B-**

It was sloppy, especially through the first eight or so holes, although that's probably to be expected in those conditions. Most important, it seemed to matter. Both teams were awfully chatty through the front nine, but the only discussion through the last few holes was Mickelson's attempt to coach Brady to the finish line.

**TBS/TNT: A-**

Charles Barkley came through as large, no pun intended, as the legendary athletes he was chatting with, and Brady's calling out Barkley after holing out on No. 7 was one of the day's best moments. We'd give Turner Sports an A, although side chats with A-Rod and Russell Wilson did little but distract us from the amazing on-course chatter.

And we'd be remiss if we didn't mention Justin Thomas' debut in a TV booth. JT was smooth, funny and another bright spot.

# Keselowski 'tickled to death' to win iconic race

**Michelle R. Martinelli**  
For The Win  
USA TODAY

Brad Keselowski is slowly collecting checkered flags for NASCAR's biggest races, and in the early hours of Memorial Day at Charlotte Motor Speedway, the 36-year-old Team Penske driver added another.

Keselowski in the No. 2 Ford held off seven-time champion Jimmie Johnson to win the Coca-Cola 600, the longest race on NASCAR's schedule which actually turned out to be the longest race in Cup Series history, per FOX's broadcast, because of overtime late Sunday night/early Monday morning.

It's Keselowski's first Coke 600 win, his first checkered flag of the 2020 season and his 31st career victory.

"I've wanted to win the 600 my whole life," Keselowski said on a Zoom call with reporters after the race — one of the protocols established during the coronavirus pandemic. "I wish it was in front of everybody. I recognize that's not always how it works."

NASCAR considers its "crown jewel" races to be the season-opening Daytona 500 (Daytona International Speedway), the Coca-Cola 600, the Brickyard 400 (Indianapolis Motor Speedway) and the Southern 500 (Darlington Raceway), but Keselowski said he'd throw Bristol Motor Speedway's night race into that category too.

So by NASCAR's count, he's won three of four "crown jewels," and by his own, it's four of five. He's only missing the Daytona 500.

In his on-track interview after the race, Keselowski told FOX Sports: "It's a major! ... We might not have been the fastest car today, but, wow, did we grind this one out, Jamie. The pit crew at the end, the yellow right before the last had a blazing stop to get us up front and put us in position. All these things just came together, and I'm tickled to death. It's a little overwhelming to be honest."

More than five hours after the start — there was an early rain delay for 68 minutes — Chase Elliott had the lead on Lap 398 of what was originally scheduled to be a 400-lap, 600-mile race. But a caution came out thanks to his Hendrick Motorsports teammate, William Byron, and when he turned to pit road, Keselowski took over.

Keselowski held onto the lead off the restart ahead of Johnson with just two overtime laps for a total of 405 trips around the Charlotte track. El-

liott, however, still managed to finish third.

NASCAR's not done with Charlotte Motor Speedway yet. The Cup Series returns to the track Wednesday for its fourth race back following a 10-week hiatus this spring because of the COVID-19 outbreak.

Johnson's No. 48 Chevrolet failed post-race inspection and was disqualified. Johnson had finished second. With the DQ, Johnson was relegated to a last-place finish — 40th — and

earned only one point in the race.

NASCAR Cup Series managing director Jay Fabian said the car went through the Optical Scanning Station (OSS) and failed the post-race alignment numbers. The failure was in the rear alignment.

"It's the same thing we checked at least a handful of cars for post-race after every event," said Fabian. "I can't really give specifics on the numbers. Yes, there is a pre-

race number and a post-race number that does give a pretty tolerance (and) it was outside of those post-race numbers."

Hendrick Motorsports does have the option to appeal the penalty. The Cup Series has a quick turnaround before its next race at Charlotte on Wednesday.

"The 48 ran strong tonight, all night. I hate it for them," said Fabian. "They had a good car, performed well. The allowance is built-in for parts that move.

There's an allowance for that. But if parts break, the number is the number. There is no real parameter of that.

"There are parts in the past that have been designed to fail or break. Certainly not suggesting that's the case here, but that's what's gotten us to this headline of this is a post-race number, and there is a fair tolerance from pre-race numbers to post."

*Contributing: Kelly Crandall, RACER Magazine*

## LEGAL TUESDAY

For advertising information: 1.800.872.3433 [www.marketplace.usatoday.com](http://www.marketplace.usatoday.com)

Information to identify the case:  
Debtor: Avianca Holdings S.A., et al.  
United States Bankruptcy Court for the Southern District of New York  
Date case filed for chapter 11: 05/10/2020 Case number: 20-11133 (MG)  
Official Form 309F (For Corporations or Partnerships)  
**Notice of Commencement of Chapter 11 Bankruptcy Case 12/15**  
For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.  
This notice has important information about the case, including information about the meeting of creditors and certain deadlines. Read both pages carefully.  
The filing of this case imposes an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.  
Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)  
To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at [www.pacer.gov](http://www.pacer.gov)) or [www.kcclcl.net/avianca](http://www.kcclcl.net/avianca).  
The staff of the bankruptcy clerk's office cannot give legal advice.  
Do not file this notice with any proof of claim or other filing in the case.  
For all of the following Debtors, the Date Filed is: May 10, 2020 and the District is: S.D.N.Y.  
**Debtor's name(s), Case Number, Tax ID Number:** Aero Transporte de Carga Unión, S.A. de C.V., 20-11140 (MG), N/A; Aero Inversiones de Honduras, S.A., 20-11141 (MG), N/A; Aerovías del Continente Americano S.A. Avianca, 20-11134 (MG), N/A; Airlease Holdings One Ltd., 20-11142 (MG), N/A; America Central (Canada) Corp., 20-11143 (MG), 00-1071563; America Central Corp., 20-11152 (MG), 65-0444665; AV International Holdco S.A., 20-11145 (MG), N/A; AV International Holdings S.A., 20-11146 (MG), N/A; AV International Investments S.A., 20-11147 (MG), N/A; AV International Ventures S.A., 20-11148 (MG), N/A; AV Investments One Colombia S.A.S., 20-11135 (MG), N/A; AV Investments Two Colombia S.A.S., 20-11136 (MG), N/A; AV Taca International Holdco S.A., 20-11149 (MG), N/A; Avianca Costa Rica S.A., 20-11150 (MG), N/A; Avianca Holdings S.A., 20-11133 (MG), N/A; Avianca Leasing, LLC, 20-11151 (MG), 47-2628716; Avianca, Inc., 20-11132 (MG), 13-1868575; Avianca-Ecuador S.A., 20-11152 (MG), N/A; Aviaservicios, S.A., 20-11153 (MG), N/A; Aviataca, S.A., 20-11154 (MG), N/A; Avirent Holdings Mexico, S.A.P.I. de C.V., 20-11155 (MG), N/A; CR Int'l Enterprises, Inc., 20-11156 (MG), 59-2240957; Grupo Taca Holdings Limited, 20-11157 (MG), N/A; International Trade Marks Agency Inc., 20-11158 (MG), N/A; Inversiones del Caribe, S.A., 20-11159 (MG), N/A; Isoleña de Inversiones, S.A. de C.V., 20-11160 (MG), N/A; Latin Airways Corp., 20-11161 (MG), N/A; Latin Logistics, LLC, 20-11162 (MG), 41-2187926; Nicaraguense de Aviación, Sociedad Anónima (Nica), S.A., 20-11163 (MG), N/A; Regional Servicios Americas S.A.S., 20-11137 (MG), N/A; Romair N.V., 20-11164 (MG), N/A; Servicio Terrestre, Aereo y Rampa S.A., 20-11165 (MG), N/A; Servicios Aeroportuarios Integrados SAI S.A.S., 20-11138 (MG), 92-4006439; Taca de Honduras, S.A. de C.V., 20-11166 (MG), N/A; Taca de México, S.A., 20-11167 (MG), N/A; Taca International Airlines S.A., 20-11168 (MG), N/A; Taca S.A., 20-11169 (MG), N/A; Tampa Cargo S.A.S., 20-11139 (MG), N/A; Technical and Training Services, S.A. de C.V., 20-11170 (MG), N/A.  
**2. All other names used in the last 8 years:** SK Holding Ltd, AviancaTaca Ltd, AviancaTaca Holding S.A., Tampa Cargo S.A., Lineas Aereas Costarricenses S.A., Aerolineas Galapagos S.A. (AEROGAL), Aerios Mercantiles Panamericanos S.A., Aerolineas Tampa Carga S.A.  
**3. Address:** Avenida Calle 26 # 59 - 15, Bogotá, Colombia  
**4. Debtor's attorney:** Evan R. Fleck, Gregory Bray, MILBANK LLP, 55 Hudson Yards, New York, NY 10001-2163. Contact phone: (212) 530-5000, Email: [efleck@milbank.com](mailto:efleck@milbank.com); [gbray@milbank.com](mailto:gbray@milbank.com)  
**5. Bankruptcy clerk's office:** Clerk of the United States Bankruptcy Court, One Bowling Green, New York, New York 10004. Hours Open 8:30 am - 5:00 pm. Contact phone (212) 668-2870. Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at [www.pacer.gov](http://www.pacer.gov).  
**6. Meeting of creditors:** June 9, 2020 at 12:00 p.m. ET. Location: Telephone Dial-in No: (877) 727-9367. Participant Code: 1864657#N. The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so. The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.  
**7. Proof of claim deadline: Deadline for filing proof of claim:** Not yet set. If a deadline is set, the court will send you another notice.  
A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at [www.kcclcl.net/avianca](http://www.kcclcl.net/avianca), [www.uscourts.gov](http://www.uscourts.gov) or any bankruptcy clerk's office. Your claim will be allowed in the amount scheduled unless: - your claim is designated as *disputed, contingent, or unliquidated*; - you file a proof of claim in a different amount; or - you receive another notice. If your claim is not scheduled or if your claim is designated as *disputed, contingent, or unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled. You may review the schedules at the bankruptcy clerk's office or online at [www.pacer.gov](http://www.pacer.gov) or [www.kcclcl.net/avianca](http://www.kcclcl.net/avianca). Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.  
**8. Exception to discharge deadline:** You must start a judicial proceeding

by filing a complaint if you want to have a debt excepted from discharge under 11 U.S.C. § 1141(d)(6)(A). The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline. **Deadline for filing the complaint:** August 10, 2020.  
**9. Creditors with a foreign address:** If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.  
**10. Filing a Chapter 11 bankruptcy case:** Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.  
**11. Discharge of debts:** Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.  
**EXPLANATIONS B9F (Official Form 9F) (12/12)**  
**Filing of Chapter 11 Bankruptcy Case:** A bankruptcy case under Chapter 11 of the Bankruptcy Code (Title 11, United States Code) has been filed in this court by or against the Debtor(s) listed on the front side, and an order for relief has been entered. Chapter 11 allows the Debtors to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the Debtors will remain in possession of the Debtors' property and may continue to operate any business.  
**Legal Advice:** The staff of the bankruptcy clerk's office, the clerk of the United States Trustee, and the Debtors' noticing and claims agent cannot give legal advice. Consult a lawyer to determine your rights in this case.  
**Creditors Generally May Not Take Certain Actions.** Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include: contacting the Debtors by telephone, mail, or otherwise to demand repayment; taking actions to collect money or obtain property from the Debtors; repossessing the Debtors' property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the Debtors can request the court to extend or impose a stay.  
**Meeting of Creditors.** A meeting of creditors is scheduled for the date, time, and location listed on the front side. The Debtors' representative must be present at the meeting to be questioned under oath by the trustee and by creditors. Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.  
**Notice.** You will not receive notice of documents filed in this Chapter 11 case. However, parties can obtain a copy of all documents filed electronically with the court in these cases, including lists of the Debtors' property and debts, by (i) contacting the Clerk of the United States Bankruptcy Court, One Bowling Green, New York, NY 10004, (ii) accessing the court's website at [www.nys.uscourts.gov](http://www.nys.uscourts.gov) (note that a PACER <http://www.pacer.psc.uscourts.gov> password and login are needed to access documents on the court's website), or (iii) accessing the Debtors' noticing and claims agent's website at <http://www.kcclcl.net/avianca>.  
**Claim.** A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office or at the Debtors' noticing and claims agent's website at <http://www.kcclcl.net/avianca>. You may look at the schedules that will be filed at the bankruptcy clerk's office. If your claim is scheduled and is not listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on a plan. The court has not yet set a deadline to file a Proof of Claim. If a deadline is set, you will be sent another notice. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadline for filing claims will be set in a later court order and will apply to all creditors unless the order provides otherwise. If notice of the order setting the deadline is sent to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.  
**Do not include this notice with any filing you make with the court.**  
**Discharge of Debts.** Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that creditors may never try to collect the debt from the debtors, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that deadline.  
**Bankruptcy Clerk's Office.** Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtors' property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.  
**Creditors with a Foreign Address.** Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.

**IN THE ASBESTOS CLAIMS COURT OF THE STATE OF MONTANA**  
Case No. AC 17-0694  
In re Asbestos Litigation, Consolidated Cases  
**NOTICE OF MOTION TO APPROVE INSURANCE SETTLEMENT AGREEMENTS AND POLICY BUY-BACK AND ENTERING INJUNCTIONS (Robinson Insulation Receivership)**  
PLEASE TAKE NOTICE THAT Nancy Gibson, as Receiver for Robinson Insulation Co., has filed a motion with the Asbestos Claims Court of the State of Montana (the "Court") asking the Court to approve a Settlement Agreement and Release<sup>1</sup> between (i) the Receiver and each of (ii) ACE Fire Underwriters Insurance Company, ACE Property & Casualty Insurance Company, Motorists Commercial Mutual Insurance Company, and American States Insurance Company (collectively, the "Insurers") and to issue an injunction and a contribution bar order.  
The Settlement Agreement resolves disputes regarding certain historical liability insurance policies (the "Policies") issued or allegedly issued by the Insurers to Robinson Insulation Co. ("Robinson") and/or Grogan Robinson Lumber Co. ("Grogan"), or under which Robinson and/or Grogan are insured or may claim to be insured or entitled to benefits (as more particularly defined in the Settlement Agreement). Under the terms of the Settlement Agreement, (i) the Insurers agree to pay their respective settlement amounts to the Receiver to be held in a Qualified Settlement Fund trust pending further direction from the Court, (ii) the Insurers and their affiliates will receive a release of all past, present, and future Claims, known and unknown, based upon, arising from, or attributable to the Policies, and (iii) any and all rights and interests in the Policies will be deemed to have been sold back to each of the Insurers, thus permanently and irrevocably extinguishing all rights, duties, and coverage under the Policies.  
In addition to asking the court to approve the Settlement Agreements, the Receiver's motion also asks the Court to enter orders (collectively, the "Injunctions") that (i) permanently enjoin the prosecution, continuation, or commencement of any Claim that any person or entity holds or asserts or may in the future hold or assert against any of the Insurers, based upon, arising from, or attributable to any of the Policies and (ii) bar the assertion of claims against the Insurers for contribution, subrogation, indemnification, or similar claims related to the Policies or the matters released in the Settlement Agreement.  
Copies of the Receiver's motion and the Settlement Agreement can be obtained by contacting counsel for the Receiver, Certain Libby Claimants, or the Insurers at the addresses set forth below.  
**YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT AGREEMENT AND THE ORDERS APPROVING THE SETTLEMENT AGREEMENT AND ENTERING THE INJUNCTIONS.** If you wish to object to approval of the Settlement Agreement or entry of the Injunctions, you must file an objection on or by June 19, 2020. Any such objection should be filed with the Court: Hon. Amy Eddy, Asbestos Claims Court Judge, Department No. 1, Flathead County Justice Center, 920 South Main Street, Suite 310, Kalispell, Montana 59901, and served on the following: (i) the Receiver, Nancy Gibson, Esq., Gibson Law Offices PLLC, 4110 Weeping Willow Drive, Missoula, Montana 59803, [nmg@nyscourts.com](mailto:nmg@nyscourts.com); (ii) counsel for Certain Libby Claimants, Allan McGarvey, Esq., McGarvey Heberling Sullivan & Lacey, 345 First Avenue East, Kalispell, Montana 59901, [amcgarvey@mcgarveylaw.com](mailto:amcgarvey@mcgarveylaw.com); (iii) and counsel for the Insurers: Mark D. Plevin, Crowell & Moring LLP, Three Embarcadero Center, 26th Floor, San Francisco, CA 94111, [mplevin@crowell.com](mailto:mplevin@crowell.com); Michael J. Cohen, Esq., Meitner Tierney Fisher & Nichols S.C., 111 East Kilbourn Avenue, 19th Floor, Milwaukee, Wisconsin 53202, [mjcohen@mftr.com](mailto:mjcohen@mftr.com); and Marc Weintraub, Esq., Bailey & Glasser LLP, 360 Central Avenue, Suite 1500, St. Petersburg, Florida 33701, [mweintraub@baileyglasser.com](mailto:mweintraub@baileyglasser.com).  
<sup>1</sup>The description of the terms of the settlement contained herein is subject to the provisions of the Settlement Agreement. To the extent there is any inconsistency between the description of the terms of the settlement contained herein and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall control.

**For more information on how to place your advertisement in Legal Monday, contact a sales representative at:**

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