Docket #0545 Date Filed: 05/06/2026

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
VANDERBILT MINERALS, LLC,	:	Case No. 26-60110 (WAK)
Debtor.[1]	:	

R.T. VANDERBILT'S JOINDER TO THE DEBTOR'S REPLY IN SUPPORT OF THE SALE MOTION

R.T. Vanderbilt Holding Company, Inc., and its direct and indirect subsidiaries other than Vanderbilt Minerals, LLC (collectively, "***R.T. Vanderbilt***") respectfully join in the *Debtor's (I) Reply in Support of the Sale Motion and (II) Omnibus Response to Objections to the Sale, Sale Order, and Assignment of Executory Contracts and Unexpired Leases* [Docket No. 541] (the "***Response***"), and in the interests of judicial economy adopt all arguments therein.

REPLY

1. With admittedly some fatigue, R.T. Vanderbilt responds to the Official Committee of Unsecured Creditors' (the "***Committee***") sale objection [Docket No. 488] (the "***Sale Objection***") to again refute the Committee's ad hominem attacks and legal and factual misrepresentations. Notwithstanding months of discovery, approximately 142,950 pages of documents produced, eleven depositions, multiple evidentiary hearings, and a two-day contested trial on the approval of the Global Settlement, the record remains woefully deficient of facts to support the Committee's

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this Chapter 11 Case is 33 Winfield Street, Norwalk, CT 06855. Capitalized terms used herein and not otherwise defined have the meanings given to them in the *Declaration of Dean Vomero, the Chief Restructuring Officers of Debtor Vanderbilt Minerals, LLC, in Support of First Day Motions of Debtor and Debtor in Possession* [Docket No. 3] or in the *Settlement Agreement* [Docket No. 22-2] (the "***Global Settlement***").

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false narrative. The Sale Objection is, tellingly, almost completely devoid of citations to the substantial evidentiary record now available in this case.

2. A robust marketing effort undertaken by Greenhill at the request and under the exclusive supervision of the board of managers of the Debtor demonstrated that the only sources of additional financing for the Debtor required a chapter 11 filing and were tied to sale of substantially all of the Debtor's assets together with certain assets owned by R.T. Vanderbilt. This was not contrived by R.T. Vanderbilt. This was the direct feedback from a large universe of potential third party financing sources and buyers solicited by Greenhill even as Greenhill was attempting to market and sell only the Debtor's assets.[2] There is no evidence to the contrary, nor has the Committee identified any alternative sources of financing or buyers willing to purchase only the Debtor's assets over the last several months.

3. Importantly, R.T. Vanderbilt has agreed to waive the condition of a final and non-appealable order before consummating the Global Settlement so long as the successful bidder remains willing to close on the sale.[3] R.T. Vanderbilt will not be intimidated by the Committee's threats of pursuing an appeal that is not supported by the evidentiary record and inconsistent with over forty years of Second Circuit precedent, including the recent *Kwok* decision.[4]

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[2] *See Supplemental Declaration of Eric Mendelsohn in Support of Sale Motion* [Docket No. 542] ("[a]ll indications of interest submitted to purchase substantially all the Debtor Assets identified the Settlement Assets as essential to any sale"); Apr. 16, 2026 Hr'g Tr. 25:2-26:3 (Mr. Mendelsohn explaining that "every single" indication of interest included the Settlement Assets); March 18, 2026 Hr'g Tr. 40:4-12 (Mr. Mendelsohn explaining that Greenhill "went to market, very clearly, with the Debtor's assets" and that Greenhill would continue to accept proposals on the Debtor's assets during the chapter 11 case).

[3] *See Waiver of Condition Precedent to Effectiveness of Settlement Agreement* [Docket No. 544-1].

[4] *See R.T. Vanderbilt's Joinder to the Opposition of the Independent Manager and Sole Member of the Independent Special Committee to the Motion of the Official Committee of Unsecured Creditors for a Stay Pending Appeal* [Docket No. 535].

4. The Sale Objection also includes a number of additional assertions that are demonstrably false.[5] The Settlement Assets have been owned by R.T. Vanderbilt for years and for good business reasons that had nothing to do with planning for some future hypothetical bankruptcy filing of the Debtor.[6] There are no third party releases in this case for the benefit of R.T. Vanderbilt.[7] R.T. Vanderbilt did not establish the tight timeline for these cases, and the Global Settlement always had April 30, 2026 as an outside date for its approval.[8] There has been no attempt by R.T. Vanderbilt to limit the Committee's discovery or avoid transparency. R.T. Vanderbilt produced thousands of pages of documents in discovery, allowed numerous depositions of its personnel, and the Committee never filed a motion to compel documents or depositions from R.T. Vanderbilt.

5. As the Court has already found based on a substantial evidentiary record, the Global Settlement was reached after good faith and arms length bargaining between the Independent Manager and R.T. Vanderbilt.[9] The Court also found Mr. Pickering conducted a "thorough analysis" and provided "credible testimony" that Alter Ego Claims "were not valid and viable." Likewise, there is substantial and unrefuted testimony and evidence in the record that the "global

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[5] It would be overly time consuming and burdensome to respond to every single factual misstatement and unsupported insulation in the Sale Objection. Set forth below is a non-exclusive list of corrections to the various factual misstatements in the Sale Objection, and R.T. Vanderbilt fully reserves the right to respond further as appropriate. Failure to call out a specific statement or insinuation herein should not be construed as R.T. Vanderbilt's agreement with any statements made in the Sale Objection.

[6] The record supports that the corporate structure was implemented for compelling business reasons. *See* Denaro Dep. 176:17-176:4, 209:2-10, Apr. 8, 2026; Orpilla Dep. 37:8-14, Apr. 10, 2026.

[7] *See Memorandum Decision on Motion to Approve Global Settlement* [Docket No. 491] (the "***Written Opinion***") at pg. 11 ("Here, the record is clear that any direct claims by talc claimants against the parties to the Global Settlement are not being released."); *see also Order (I) Authorizing and Approving the Global Settlement Between the Debtor and R.T. Vanderbilt Holding Co., Inc. and Certain of its Subsidiaries; and (II) Granting Related Relief* [Docket No. 493] (the "***Settlement Approval Order***") at ¶ 3.

[8] *See* Global Settlement at § 1.1. Indeed, had the Committee requested an extension of the April 30 outside date, R.T. Vanderbilt of course would have considered such a request, but no request for an extension was ever made.

[9] *See* Written Opinion at pg. 22.

netting" of undocumented intercompany balances in May 2025 did not harm the Debtor and were appropriately done. Finally, there is no such thing as a "*Purdue* End Around" and the settled law in the Second Circuit is that the Debtor controls (and can settle) general causes of action like veil-piercing, alter ego and successor liability.[10]

6. Most baffling, paragraph 62 of the Sale Objection contains what appears to be an affirmative request to modify and undermine the Global Settlement that has already been approved. It appears to ask this Court to make certain affirmative findings regarding what remedies R.T. Vanderbilt may or may not have in a future potential hypothetical scenario where the approval of the Global Settlement is overturned on appeal. Not only is this a procedurally improper request and would result in an impermissible advisory opinion, there also is no factual or legal basis for the Court to make such a ruling.[11] The Sale Order should not include any language that modifies or limits R.T. Vanderbilt's rights under the Global Settlement.

CONCLUSION

7. This case has always been, and will remain, about the Debtor's effort to maximize value for all. R.T. Vanderbilt remains committed to supporting the Debtor in that effort consistent with the terms of the Global Settlement. The Committee continues to advocate for a path that results in piecemeal liquidation, substantial and value-destructive litigation, and a race to the courthouse that benefits only those with a current judgment against the Debtor to the detriment of all other claimants and stakeholders. The Sale Objection should be overruled.

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[10] *See* Written Opinion at pgs. 10-11; *see also In re Kwok*, 172 F.4th 145, 155-56 (2d Cir. 2026) ("***Kwok***") (holding that veil-piercing claims are general claims and therefore property of the bankruptcy estate); *In re Nordlicht*, 115 F.4th 90, 105 (2d Cir. 2024) (same) (citing *In re Emoral Inc.*, 740 F.3d 875, 879 (3d Cir. 2014)); *In re Revlon, Inc.*, 2023 WL 2229352 at 15 (Bankr. S.D.N.Y. February 24, 2023) (same).

[11] The UCC does not even attempt to satisfy the requirements of Rule 60 of the Federal Rules of Civil Procedure that must be met for the Court to reconsider or modify the Settlement Approval Order.

Dated: May 6, 2026

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/s/ George R. Howard

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