

**U.S. District Court
Western District of North Carolina (Charlotte)
CIVIL DOCKET FOR CASE #: 3:22-mc-00166-RJC-DSC
Internal Use Only**

In Re: Aldrich Pump LLC et al
Assigned to: District Judge Robert J. Conrad, Jr
Referred to: Magistrate Judge David S. Cayer
Related Cases: [3:22-mc-00164-RJC-DSC](#)
[3:22-mc-00165-RJC-DSC](#)
Case in other court: Delaware, 1:22-mc-00308
USBK/WDNC, 20-30608 (JCW)
Cause: Motion to Quash

Date Filed: 09/27/2022
Date Terminated: 10/03/2022
Jury Demand: None
Nature of Suit: 890 Other Statutory
Actions
Jurisdiction: Federal Question

Petitioner

**Armstrong World Industries, Inc.
Asbestos Personal Injury Settlement
Trust**

represented by **Beth Moskow-Schnoll**
Ballard Spahr LLP
919 North Market Street
11th Floor
Wilmington, DE 19801-3034
(302) 252-4465
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Tyler B. Burns
Ballard Spahr LLP
919 N. Market Street
11th Floor
Wilmington, DE 19801
302-252-2856
ATTORNEY TO BE NOTICED

Petitioner

**The Babcock & Wilcox Company
Asbestos PI Trust**

represented by **Beth Moskow-Schnoll**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Tyler B. Burns
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

Celotex Asbestos Settlement Trust

represented by **Beth Moskow-Schnoll**
(See above for address)



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ATTORNEY TO BE NOTICED

Tyler B. Burns

(See above for address)

ATTORNEY TO BE NOTICED

Petitioner

DII Industries, LLC Asbestos PI Trust

represented by **Beth Moskow-Schnoll**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Tyler B. Burns

(See above for address)

ATTORNEY TO BE NOTICED

Petitioner

Federal-Mogul Asbestos Personal Injury Trust

represented by **Beth Moskow-Schnoll**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Tyler B. Burns

(See above for address)

ATTORNEY TO BE NOTICED

Petitioner

Flintkote Asbestos Trust

represented by **Beth Moskow-Schnoll**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Tyler B. Burns

(See above for address)

ATTORNEY TO BE NOTICED

Petitioner

Owens Corning / Fibreboard Asbestos Personal Injury Trust

represented by **Beth Moskow-Schnoll**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Tyler B. Burns

(See above for address)

ATTORNEY TO BE NOTICED

Petitioner

**Pittsburgh Corning Corporation
Asbestos Personal Injury Settlement
Trust**

represented by **Beth Moskow-Schnoll**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Tyler B. Burns
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

**United States Gypsum Asbestos
Personal Injury Settlement Trust**

represented by **Beth Moskow-Schnoll**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Tyler B. Burns
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

WRG Asbestos PI Trust

represented by **Beth Moskow-Schnoll**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Tyler B. Burns
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ATTORNEY TO BE NOTICED

V.

Respondent

Aldrich Pump LLC

represented by **Kelly E. Farnan**
Richards, Layton & Finger, PA
One Rodney Square
Suite 600
920 N. King Street
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(302) 651-7705
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Respondent

Murray Boiler LLC

represented by **Kelly E. Farnan**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party**Delaware Claims Processing Facility,
LLC**represented by **Kevin A. Guerke**
Young, Conaway, Stargatt & Taylor LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
(302) 571-6600
LEAD ATTORNEY
*ATTORNEY TO BE NOTICED***Interested Party****Certain Matching Claimants**represented by **Daniel K. Hogan**
Hogan McDaniel
1311 Delaware Ave.
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Wilmington, DE 19806
302-656-7540
Fax: 302-656-7599
Email: dkhogan@dkhogan.com
*ATTORNEY TO BE NOTICED***Interested Party****Kazan McClain Matching Claimants**represented by **William D. Sullivan**
Sullivan Hazeltine Allinson LLC
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302-428-8191
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LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
07/25/2022	1	MOTION to Quash - filed by Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, Celotex Asbestos Settlement Trust, DII Industries, LLC Asbestos PI Trust, Federal-Mogul Asbestos Personal Injury Trust, Flintkote Asbestos Trust, Owens Corning/ Fibreboard Asbestos Personal Injury Trust, Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust, The Babcock & Wilcox Company Asbestos PI Trust, United States Gypsum Asbestos Personal Injury Settlement Trust, WRG Asbestos PI Trust. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E, # 6 Exhibit F, # 7 Exhibit G, # 8 Exhibit H, # 9 Exhibit I, # 10 Text of Proposed Order, # 11 Certificate of Service, # 12 Civil Cover Sheet)(apk) [Transferred from Delaware on 9/27/2022.] (Entered: 07/26/2022)
07/25/2022	2	Notice, Consent and Referral forms re: U.S. Magistrate Judge jurisdiction. (apk) [Transferred from Delaware on 9/27/2022.] (Entered: 07/26/2022)

07/25/2022		Remark: Case Submitted for Routine Judicial Assignment. (apk) [Transferred from Delaware on 9/27/2022.] (Entered: 07/26/2022)
07/26/2022	 3	MOTION to Quash - filed by Delaware Claims Processing Facility, LLC. (Attachments: # 1 Text of Proposed Order, # 2 Exhibit A, # 3 Certificate of Service)(Guerke, Kevin) [Transferred from Delaware on 9/27/2022.] (Entered: 07/26/2022)
07/26/2022	 4	DECLARATION re 3 MOTION to Quash by Delaware Claims Processing Facility, LLC. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Certificate of Service)(Guerke, Kevin) [Transferred from Delaware on 9/27/2022.] (Entered: 07/26/2022)
07/27/2022		Case Assigned to Judge Colm F. Connolly. Please include the initials of the Judge (CFC) after the case number on all documents filed. (rjb) [Transferred from Delaware on 9/27/2022.] (Entered: 07/27/2022)
08/08/2022	 5	STIPULATION TO EXTEND TIME to Respond to Motion to Quash or Modify Subpoenas to through and including August 22, 2022 and File a Reply Brief to through and including September 6, 2022 - filed by Aldrich Pump LLC, Murray Boiler LLC. (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/08/2022)
08/08/2022	 6	SO ORDERED, re 5 STIPULATION TO EXTEND TIME to Respond to Motion to Quash or Modify Subpoenas to through and including August 22, 2022 and File a Reply Brief to through and including September 6, 2022, filed by Aldrich Pump LLC, Murray Boiler LLC. Reset Briefing Schedule: re 1 MOTION to Quash. Answering Brief due 8/22/2022., Reply Brief due 9/6/2022 Signed by Judge Colm F. Connolly on 8/8/2022. (kmd) [Transferred from Delaware on 9/27/2022.] (Entered: 08/08/2022)
08/09/2022	 7	STIPULATION TO EXTEND TIME to Respond to Motion to Quash or Modify Subpoenas to through and including August 22, 2022 and File a Reply Brief to through and including September 6, 2022 - filed by Aldrich Pump LLC, Murray Boiler LLC. (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/09/2022)
08/09/2022	 8	SO ORDERED, re 7 STIPULATION TO EXTEND TIME to Respond to Motion to Quash or Modify Subpoenas to through and including August 22, 2022, and File a Reply Brief to through and including September 6, 2022 filed by Aldrich Pump LLC, Murray Boiler LLC. Reset Briefing Schedule: re 3 MOTION to Quash . Answering Brief due 8/22/2022. Reply Brief due 9/6/2022. Signed by Judge Colm F. Connolly on 8/9/2022. (kmd) [Transferred from Delaware on 9/27/2022.] (Entered: 08/09/2022)

08/18/2022	9	MOTION to Stay <i>Third-Party Asbestos Trusts' Motion To Stay</i> - filed by Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, Celotex Asbestos Settlement Trust, DII Industries, LLC Asbestos PI Trust, Federal-Mogul Asbestos Personal Injury Trust, Flintkote Asbestos Trust, Owens Corning/ Fibreboard Asbestos Personal Injury Trust, Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust, The Babcock & Wilcox Company Asbestos PI Trust, United States Gypsum Asbestos Personal Injury Settlement Trust, WRG Asbestos PI Trust. (Attachments: # 1 Text of Proposed Order)(Moskow-Schnoll, Beth) [Transferred from Delaware on 9/27/2022.] (Entered: 08/18/2022)
08/22/2022	10	MEMORANDUM in Opposition re 3 MOTION to Quash , 9 MOTION to Stay <i>Third-Party Asbestos Trusts' Motion To Stay</i> filed by Aldrich Pump LLC, Murray Boiler LLC.Reply Brief due date per Local Rules is 8/29/2022. (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/22/2022)
08/22/2022	11	DECLARATION re 10 Memorandum in Opposition, <i>Kelly E. Farnan</i> by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # 1 Exhibit A-R)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/22/2022)
08/22/2022	12	Disclosure Statement pursuant to Rule 7.1: identifying Other Affiliate Trane U.S. Inc., Other Affiliate Trane Technologies plc, Other Affiliate Trane Technologies Company LLC, Other Affiliate Trane Technologies Global Holding Company Limited, Other Affiliate Trane Technologies HoldCo Inc., Other Affiliate Trane Technologies Irish Holdings Unlimited Company, Other Affiliate Trane Technologies Lux International Holding Company S. r.l, Other Affiliate Murray Boiler Holdings LLC, Other Affiliate Trane Inc., Other Affiliate TUI Holdings Inc. for Murray Boiler LLC; Other Affiliate Trane Technologies plc, Other Affiliate Trane Technologies Global Holding Company Limited, Other Affiliate Trane Technologies HoldCo Inc., Other Affiliate Trane Technologies Irish Holdings Unlimited Company, Other Affiliate Trane Technologies Lux International Holding Company S. r.l for Aldrich Pump LLC filed by Aldrich Pump LLC, Murray Boiler LLC. (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/22/2022)
08/23/2022	13	MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> - filed by Certain Matching Claimants. (Attachments: # 1 Exhibit A, # 2 Proposed Order, # 3 Certificate of Service)(Hogan, Daniel) (Main Document 13 replaced on 8/24/2022) (apk). (Attachment 1 replaced on 8/24/2022) (apk). [Transferred from Delaware on 9/27/2022.] (Entered: 08/23/2022)
08/23/2022	14	MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> - filed by Certain Matching Claimants. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proposed Order, # 4 Certificate of Service)(Hogan, Daniel) (Main Document 14 replaced on 8/24/2022) (apk). (Attachment 1 replaced on 8/24/2022) (apk). [Transferred from Delaware on 9/27/2022.] (Entered: 08/23/2022)
08/23/2022	15	MOTION to Quash <i>and Joinders in Third Party Asbestos Trusts and Delaware Claims Processing Facility, LLCs Motions to Quash or Modify Subpoenas</i> - filed by Kazan McClain Matching Claimants. (Attachments: # 1 Text of Proposed Order, # 2 Exhibit A, # 3 Exhibit B, # 4 Certificate of Service)(Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 08/23/2022)

08/24/2022		CORRECTING ENTRY: D.I. 13 and 14 Main Documents and Exhibit A have been replaced per counsels request. (apk) [Transferred from Delaware on 9/27/2022.] (Entered: 08/24/2022)
08/26/2022	 16	NOTICE of Withdrawal of Motion to Stay by Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, Celotex Asbestos Settlement Trust, DII Industries, LLC Asbestos PI Trust, Federal-Mogul Asbestos Personal Injury Trust, Flintkote Asbestos Trust, Owens Corning/ Fibreboard Asbestos Personal Injury Trust, Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust, The Babcock & Wilcox Company Asbestos PI Trust, United States Gypsum Asbestos Personal Injury Settlement Trust, WRG Asbestos PI Trust re 9 MOTION to Stay <i>Third-Party Asbestos Trusts' Motion To Stay</i> (Burns, Tyler) [Transferred from Delaware on 9/27/2022.] (Entered: 08/26/2022)
08/26/2022		(Court only) ***Motions terminated: 9 MOTION to Stay <i>Third-Party Asbestos Trusts' Motion To Stay</i> , filed by Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, Owens Corning/ Fibreboard Asbestos Personal Injury Trust, Federal-Mogul Asbestos Personal Injury Trust, Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust, DII Industries, LLC Asbestos PI Trust, WRG Asbestos PI Trust, The Babcock & Wilcox Company Asbestos PI Trust, Celotex Asbestos Settlement Trust, Flintkote Asbestos Trust, United States Gypsum Asbestos Personal Injury Settlement Trust, per 16 Notice of Withdrawal. (kmd) [Transferred from Delaware on 9/27/2022.] (Entered: 08/26/2022)
08/31/2022	 17	MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , 1 MOTION to Quash, 3 MOTION to Quash , 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , 15 MOTION to Quash <i>and Joinders in Third Party Asbestos Trusts and Delaware Claims Processing Facility, LLCs Motions to Quash or Modify Subpoenas</i> - filed by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # 1 7.1.1 Certification, # 2 Text of Proposed Order Proposed Order)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/31/2022)
08/31/2022	 18	OPENING BRIEF in Support re 17 MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claim filed by Aldrich Pump LLC, Murray Boiler LLC. Answering Brief/Response due date per Local Rules is 9/14/2022.</i> (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/31/2022)
08/31/2022	 19	DECLARATION re 18 Opening Brief in Support, <i>Kelly E. Farnan</i> by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # 1 Exhibit A-C)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/31/2022)
09/06/2022	 20	REPLY BRIEF re 1 MOTION to Quash filed by Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, Celotex Asbestos Settlement Trust, DII Industries, LLC Asbestos PI Trust, Federal-Mogul Asbestos Personal Injury Trust, Flintkote Asbestos Trust, Owens Corning/ Fibreboard Asbestos Personal Injury Trust, Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust,

		The Babcock & Wilcox Company Asbestos PI Trust, United States Gypsum Asbestos Personal Injury Settlement Trust, WRG Asbestos PI Trust. (Burns, Tyler) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	21	ANSWERING BRIEF in Opposition re 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , 15 MOTION to Quash and Joinders in Third Party Asbestos Trusts and Delaware Claims Processing Facility, LLCs Motions to Quash or Modify Subpoenas filed by Aldrich Pump LLC, Murray Boiler LLC.Reply Brief due date per Local Rules is 9/13/2022. (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	22	DECLARATION re 21 Answering Brief in Opposition, of <i>Kelly E. Farnan</i> by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # 1 Exhibit A)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	23	REPLY to Response to Motion re 3 MOTION to Quash filed by Delaware Claims Processing Facility, LLC. (Attachments: # 1 Certificate of Compliance, # 2 Certificate of Service)(Guerke, Kevin) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	24	ANSWERING BRIEF in Opposition re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> filed by Aldrich Pump LLC, Murray Boiler LLC.Reply Brief due date per Local Rules is 9/13/2022. (Attachments: # 1 Certificate of Compliance)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	25	DECLARATION re 24 Answering Brief in Opposition, by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/13/2022	26	REPLY to Response to Motion re 1 MOTION to Quash, 3 MOTION to Quash , 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> filed by Certain Matching Claimants. (Hogan, Daniel) [Transferred from Delaware on 9/27/2022.] (Entered: 09/13/2022)
09/13/2022	27	REPLY to Response to Motion re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , 1 MOTION to Quash, 3 MOTION to Quash , 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> filed by Certain Matching Claimants. (Attachments: # 1 Exhibit)(Hogan, Daniel)[Transferred from Delaware on 9/27/2022.] (Entered: 09/13/2022)
09/13/2022	28	REQUEST for Oral Argument by Aldrich Pump LLC, Murray Boiler LLC re 17 MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claim</i> , 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , 1 MOTION to Quash, 3 MOTION to Quash , 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and</i>

		(II) Joinders, 15 MOTION to Quash and Joinders in Third Party Asbestos Trusts and Delaware Claims Processing Facility, LLCs Motions to Quash or Modify Subpoenas. (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/13/2022)
09/13/2022	29	JOINDER by Kazan McClain Matching Claimants, joining in 14 Motion for Miscellaneous Relief, 27 Reply to Response to Motion, to Proceed Anonymously. (Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 09/13/2022)
09/13/2022	30	JOINDER by Kazan McClain Matching Claimants, joining in 26 Reply to Response to Motion, in Support of (I) Motion to Quash or Modify Subpoenas and (II) Joinders. (Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 09/13/2022)
09/14/2022	31	ANSWERING BRIEF in Opposition re 17 MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash Non-Party Certain Matching Claim filed by Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, Celotex Asbestos Settlement Trust, DII Industries, LLC Asbestos PI Trust, Federal-Mogul Asbestos Personal Injury Trust, Flintkote Asbestos Trust, Owens Corning/ Fibreboard Asbestos Personal Injury Trust, Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust, The Babcock & Wilcox Company Asbestos PI Trust, United States Gypsum Asbestos Personal Injury Settlement Trust, WRG Asbestos PI Trust.Reply Brief due date per Local Rules is 9/21/2022. (Attachments: # 1 Text of Proposed Order)(Burns, Tyler) [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)
09/14/2022	32	ANSWERING BRIEF in Opposition re 17 MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash Non-Party Certain Matching Claim filed by Kazan McClain Matching Claimants.Reply Brief due date per Local Rules is 9/21/2022. (Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)
09/14/2022	33	DECLARATION re 32 Answering Brief in Opposition, by Kazan McClain Matching Claimants. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3)(Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)
09/14/2022	34	RESPONSE to Motion re 17 MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash Non-Party Certain Matching Claim filed by Delaware Claims Processing Facility, LLC. (Attachments: # 1 Exhibit A, # 2 Certificate of Service)(Guerke, Kevin) [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)

09/14/2022	35	ANSWERING BRIEF in Opposition re 17 MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claim</i> filed by Certain Matching Claimants. Reply Brief due date per Local Rules is 9/21/2022. (Attachments: # 1 Exhibit) (Hogan, Daniel) (Main Document 35 replaced on 9/15/2022) (apk). (Attachment 1 replaced on 9/15/2022) (apk). Modified on 9/15/2022 (kmd). [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)
09/15/2022		CORRECTING ENTRY: D.I. 35 main document and attachment replaced per counsels request. (apk) [Transferred from Delaware on 9/27/2022.] (Entered: 09/15/2022)
09/15/2022	36	DECLARATION re 35 Answering Brief in Opposition,, <i>Declaration of Daniel K. Hogan Regarding Exhibit A to Certain Matching Claimants' Brief in Opposition to Motion to Transfer</i> by Certain Matching Claimants. (Hogan, Daniel) [Transferred from Delaware on 9/27/2022.] (Entered: 09/15/2022)
09/20/2022	37	STIPULATION Regarding Word Count of Reply Brief by Aldrich Pump LLC, Murray Boiler LLC. (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/20/2022)
09/21/2022	38	SO ORDERED, re 37 Stipulation Regarding Word Count of Reply Brief, filed by Aldrich Pump LLC, Murray Boiler LLC. Signed by Judge Colm F. Connolly on 9/21/2022. (kmd) [Transferred from Delaware on 9/27/2022.] (Entered: 09/21/2022)
09/21/2022	39	REPLY BRIEF re 17 MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claim</i> filed by <i>Aldrich Pump LLC, Murray Boiler LLC.</i> (Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/21/2022)
09/26/2022	40	MEMORANDUM ORDER. (i) All remaining subpoena-related motions in Misc. No. 21-141-CFC, are TRANSFERRED to the Issuing Court; (ii) The Aldrich Motion to Transfer (Misc. No. 22-139-CFC, D.I. 16) is GRANTED; and (iii) The DBMP Motion to Transfer (Misc. No. 22-308-CFC, D.I. 17) is GRANTED. Signed by Judge Colm F. Connolly on 9/26/2022. Associated Cases: 1:21-mc-00141-CFC, 1:22-mc-00139-CFC, 1:22-mc-00308-CFC(kmd) [Transferred from Delaware on 9/27/2022.] (Entered: 09/26/2022)
09/27/2022		ORAL ORDER re (51 in 1:22-mc-00139-CFC, 40 in 1:22-mc-00308-CFC, 76 in 1:21-mc-00141-CFC) Memorandum Order. IT IS ORDERED that miscellaneous case numbers 1:22-mc-00139-CFC, 1:22-mc-00308-CFC and 1:21-mc-00141-CFC are transferred to the United States District Court for the Western District of North Carolina for transfer to the United States Bankruptcy Court for the Western District of North Carolina. Ordered by Judge Colm F. Connolly on 9/27/2022. Associated Cases: 1:21-mc-00141-CFC, 1:22-mc-00139-CFC, 1:22-mc-00308-CFC(nmf) [Transferred from Delaware on 9/27/2022.] (Entered: 09/27/2022)
09/27/2022	41	Case transferred in from District of Delaware; Case Number 1:22-mc-00308. Original electronic file and docket sheet received. (Entered: 09/27/2022)

09/27/2022		Case assigned to District Judge Robert J. Conrad, Jr and Magistrate Judge David S. Cayer. Motions referred to David S. Cayer: 1 MOTION to Quash, 14 MOTION to Proceed Anonymously re 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , 13 MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , 3 MOTION to Quash , 15 MOTION to Quash and Joinders in Third Party Asbestos Trusts and Delaware Claims Processing Facility, LLCs Motions to Quash or Modify Subpoenas This is your only notice - you will not receive a separate document.(rth) (Entered: 09/27/2022)
09/28/2022		Notice to Beth Moskow-Schnoll, Tyler B. Burns, Kelly E. Farnan, Kevin A. Guerke, Daniel K. Hogan, William D. Sullivan: Pursuant to Local Rule 83.1 you are required to Associate local counsel and File a motion pro hac vice. (<i>Attorney served via NEF</i>) Deadline by 10/5/2022. (rth) (Entered: 09/28/2022)
09/30/2022	 42	MOTION for Leave to Appear Pro Hac Vice as to Daniel K. Hogan Filing fee \$ 288, receipt number ANCWDC-5767793. by Certain Matching Claimants. (Waldrep, Thomas). Motions referred to David S. Cayer. (Entered: 09/30/2022)
10/03/2022	 43	ORDER granting 42 Motion for Leave to Appear Pro Hac Vice added Daniel K. Hogan for Certain Matching Claimants (<i>Pro Hac Vice Attorney served via NEF</i>). Signed by Magistrate Judge David S. Cayer on 9/30/2022. (mek) (Entered: 10/03/2022)
10/03/2022		Notice to Daniel K. Hogan: Pursuant to Local Rule 83.1 you are required to Register for E-Filing Access or Link Existing Account Link . (<i>Attorney served via NEF</i>) Deadline by 10/11/2022. (mek) (Entered: 10/03/2022)
10/03/2022	 44	Order that this matter is REFERRED to the United States Bankruptcy Court for the Western District of North Carolina. The Clerk of Court is directed to close this case. Signed by District Judge Robert J. Conrad, Jr on 9/30/2022. (brl) (Entered: 10/03/2022)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:) Misc. No.:
)
ALDRICH PUMP LLC, et al.,) Underlying Case No. 20-30608
) (JCW)
Debtors.) (U.S. Bankruptcy Court for the
) Western District of North Carolina)

**THIRD-PARTY ASBESTOS TRUSTS' MOTION
TO QUASH OR MODIFY SUBPOENAS**

Pursuant to **Federal Rule of Civil Procedure 45(d)(3)**, the ten asbestos settlement trusts identified below¹ (the “Trusts”), by and through their undersigned counsel, respectfully move the Court to enter an order quashing or modifying the subpoenas served upon them and the Delaware Claims Processing Facility (“DCPF”) by Aldrich Pump LLC and Murray Boiler LLC (collectively, “Aldrich”) which seek the production of electronically stored claimant information for approximately 12,000 individuals (the “Aldrich Subpoenas”).

¹ The ten Trusts are:

- Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust;
- The Babcock & Wilcox Company Asbestos PI Trust;
- Celotex Asbestos Settlement Trust;
- DII Industries, LLC Asbestos PI Trust;
- Federal-Mogul Asbestos Personal Injury Trust;
- Flintkote Asbestos Trust;
- Owens Corning / Fibreboard Asbestos Personal Injury Trust
- Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust;
- United States Gypsum Asbestos Personal Injury Settlement Trust; and
- WRG Asbestos PI Trust.

INTRODUCTION

The Trusts were established by one or more corporate debtors-in-possession to assume those debtors' present and future liability for asbestos-related personal injury claims. Their sole purpose is to pay victims of asbestos-related diseases caused by the debtors' products ("Trust Claimants"). For the Trusts to pay claims, Trusts Claimants must provide the Trusts with comprehensive, sensitive, personal information. Although owned by the Trusts, this protected and confidential data is held by DCPF. Nearly all of the Trusts' court-approved distribution procedures require them to take reasonable steps to preserve the data's confidentiality when disclosure is sought.

Aldrich, a debtor and debtor-in-possession in a chapter 11 bankruptcy case pending in the Bankruptcy Court for the Western District of North Carolina, Case No. 20-30608 (JCW) (the "Bankruptcy Court"), served subpoenas on the Trusts and DCPF seeking the protected and confidential claims data of approximately 12,000 Trust Claimants. Aldrich now alleges the settlements it made prior to entering bankruptcy protection were too generous and, therefore, not an accurate means by which to estimate its current and future liability to victims of asbestos-related disease. Thus, Aldrich has initiated third-party discovery seeking the Trust Claimants' data for use in estimating its future liability.

In *In re Bestwall*, No. 21-141 (D. Del. 2021) (Connolly, J.) (“*Bestwall*”)², however, this Court rejected a chapter 11 debtor’s nearly identical attempt to subpoena the protected and confidential claims data of approximately 15,000 Trust Claimants. In doing so, this Court held that any revised subpoena seeking the production of Trust Claimant data must:

- (i) limit the production of Trust Claimants’ data to a random sample of no more than 10% of the ... mesothelioma victims at issue; (ii) authorize the Delaware Claims Processing Facility, or a neutral third party, to anonymize the Trust Claimants’ data before producing it, and (iii) include additional protections consistent with [*In re Motions Seeking Access to 2019 Statements*, 585 B.R. 733 (D. Del. 2018) (the “*Access Decision*”)].

June 17, 2021 Order (*Bestwall* D.I. 33).

Pursuant to the Trusts’ court-approved distribution procedures’ confidentiality provisions requiring them to take action to protect Trust Claimants’ confidential data, the Trusts move to quash the Aldrich Subpoenas for, among other reasons, failing to incorporate the necessary *Bestwall* protections. The Aldrich Subpoenas: (a) fail to limit the production of Trust Claimant data to a random 10% sample of the total mesothelioma victim claims at issue (or any sample at all), and (b) incorporate an “anonymization” scheme that permits Aldrich’s consultant to aggregate the Trust Claimant data post-production with data from Aldrich’s database

² *Bestwall* is presently on appeal before the Third Circuit – No. 21-2263.

and other sources into a single, consolidated clearinghouse while holding a matching key that de-anonymizes the data.³

BACKGROUND

A. The Delaware Trusts

The primary day-to-day business of the Trusts is conducted in Delaware. Seven of them are Delaware statutory trusts. **Ex. A** (Aggregated Trust Certificates). The Trust Agreements establishing each of the Trusts require the trustees to administer, maintain, and operate the Trusts pursuant to certain written Trust Distribution Procedures (“TDPs”), provisions of which – both the Trust Agreements and the TDPs – were approved by a United States District Court. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *12 (D. Del. June 1, 2021) (Connolly, J.). The District of Delaware approved a majority of the Trust Agreements and TDPs. *Id.*; **Ex. A**.

Each TDP expressly provides that submissions to the Trust by the holders of the channeled asbestos claims (the Trust Claimants) (i) are intended to be confidential, (ii) will be treated as made in the course of settlement discussions between the claimant and the Trust, and (iii) are to be protected by all applicable privileges, including those applicable to settlement discussions.⁴ **Ex. B** §6.5

³ The Trusts do not challenge the Aldrich Subpoenas as to the *Bestwall* requirement that they incorporate additional protections consistent with the *Access Decision*.

⁴ The Celotex Asbestos Settlement Trust’s procedures are older in form. They do not contain precisely the same language, but state that “[a]ll materials, records and

(Federal-Mogul Asbestos Injury Trust Distribution Procedures); *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *12. Further, nine of the Trusts' TDPs provide that each Trust shall take steps "on its own initiative" to preserve such privileges. **Ex. B**; *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *12.

The confidentiality provisions of the Trusts' TDPs make clear that the Trusts are not information clearinghouses or "public libraries" for entities seeking confidential claimant information for their own commercial purposes. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *9. Rather, each Trust should take reasonable and necessary steps to protect the confidentiality of the Trust Claimants' information when third parties seek it for purposes other than determining whether the claims submitted to the Trust in question are valid and payable. *Id.*

B. The Trust Claimants' Extraordinarily Sensitive Data

For the Trusts to pay claims, Trust Claimants must provide comprehensive, confidential, sensitive personal information. *Id.* at *9-10; **Ex. C** ¶¶7-8 (Decl. of Richard Winner). This confidential, sensitive information is held in Delaware by DCPF, with which the Trusts have contracted to process the Trust Claimants' claims. To protect the highly confidential Trust Claimant data, DCPF maintains rigorous data protection measures. **Ex. C** ¶¶9-19. The Trusts cannot access each other's data

information submitted by claimants ... are confidential, submitted solely for settlement purposes."

through DCPF, and DCPF never aggregates or commingles the data across Trusts. *Id.* ¶¶16-17.

C. This Court Holds that Disclosure of Trust Claimant Data must be Limited to a Random 10% Sample and Anonymized

In *Bestwall*, recognizing the highly confidential and protected nature of the Trust Claimants' data, this Court held that disclosure of Trust Claimant data must be limited to a random sample of no more than 10% of the claimants at issue and anonymized by DCPF or a neutral third-party prior to production. **2021 U.S. Dist. LEXIS 102452, at *11**; June 17, 2021 Order (*Bestwall* D.I. 33). There, a chapter 11 debtor and debtor-in-possession subpoenaed the confidential data of approximately 15,000 Trust Claimants for use in estimating its liability for certain current and future mesothelioma claims. *Bestwall*, **2021 U.S. Dist. LEXIS 102452, at *11**. Pursuant to the Trusts' obligations in the TDPs to ensure that Trust Claimant data is protected, the Trusts moved to quash the subpoenas in this Court pursuant to **Federal Rule of Civil Procedure 45(d)(3)(A)**. *Id.* at *9-10. The Trusts sought to quash the subpoenas as seeking an overbroad production of protected and confidential Trust Claimant data or, alternatively, to modify them to (i) limit the production to a random sample of no more than 10% of the 15,000 mesothelioma victims at issue; and (ii) authorize DCPF, or a neutral third party, to anonymize the data before producing it. *Id.*

On June 1, 2021, this Court granted the Trusts' motion to quash, finding the subpoenas sought "sweeping personal data" and failed to provide sufficient

safeguards to protect the confidential data.⁵ *Id.* at *16-18. This Court also found the subpoenas failed “to comply with previous protections granted by the DE Bankruptcy Court” in the *Access Decision*, which limited the use and disclosure of other asbestos claimant data held in this District. *Id.* at *18-19. The Court ultimately quashed the subpoenas “without prejudice to [the debtor’s] right to seek reissuance of subpoenas seeking a narrower document production consistent with the protections afforded by the DE Bankruptcy Court’s prior *Access Decision*.” *Id.*

Following the debtor’s “emergency” attempt to reissue subpoenas that neither narrowed the production of Trust Claimant data through sampling nor anonymized the data pre-production based on a purported ambiguity in the Court’s June 1 decision, the Trusts asked this Court to clarify the practical implications of its ruling. Request for Clarification (*Bestwall* D.I. 31). In granting the Trusts’ request, the Court confirmed that:

[a]ny revised subpoena by [the debtor] must: (i) limit the production of Trust Claimants’ data to a random sample of no more than 10% of the 15,000 mesothelioma victims at issue; (ii) authorize the Delaware Claims Processing Facility, or a neutral third party, to anonymize the Trust Claimants’ data before producing it, and (iii) include additional protections consistent with the *Access Decision*.

June 17, 2021 Order (*Bestwall* D.I. 17).

⁵ The Court also rejected the debtor’s attempt to transfer the motion to quash to the Bankruptcy Court for the Western District of North Carolina given the Trusts’ strong connections to this District. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, *13-16.

D. Aldrich Moves the Bankruptcy Court to Authorize Subpoenas that Fail to Incorporate the Necessary *Bestwall* Protections

Like the debtor in *Bestwall*, Aldrich moved the Bankruptcy Court to estimate its liability for certain current and future mesothelioma claims. It seeks evidence to support its theory that the dollar amount of its estimated liability for the present and future asbestos personal injury claims is lower than the dollar amount it paid in settlements prior to its bankruptcy.

To obtain this evidence, Aldrich moved the Bankruptcy Court (the “Subpoena Motion”) for authority to subpoena electronically stored data concerning approximately 12,000 mesothelioma victims that Aldrich resolved claims with through settlement or verdict prior to its bankruptcy. **Ex. D** (Subpoena Motion). The Subpoena Motion was directed to, and sought data from, (i) DCPF; (ii) the Manville Personal Injury Settlement Trust (“Manville”); (iii) Verus Claims Services, LLC (“Verus”), which processes claims for eight other trusts; and (iv) Paddock Enterprises, LLC (“Paddock”), another chapter 11 debtor seeking to resolve current and future claims relating to asbestos exposure. *Id.* ¶¶15-17. In a footnote, Aldrich also sought authority to issue subpoenas directly to the Trusts. *Id.* ¶16 n.9. Notably, the Subpoena Motion did not set forth the legal basis under which Aldrich sought the authority to issue subpoenas. As non-parties, neither the Trusts nor DCPF appeared in the Bankruptcy Court.

On July 1, 2022, the Bankruptcy Court entered an order granting the Subpoena Motion, thereby allowing Aldrich to serve the subpoenas it requested (the “July 1 Order”). In a footnote, the Bankruptcy Court also authorized Aldrich to serve subpoenas on the Trusts. **Ex. E n.3** (Aldrich Subpoenas). In granting the Subpoena Motion, the Bankruptcy Court did not consider or address the requirements of this Court’s decision in *Bestwall*. Nor did it require Aldrich to limit its requested production to a random 10% sample of the mesothelioma claims at issue and to incorporate meaningful anonymization. The July 1 Order, like the Subpoena Motion, did not specify the authority under which Aldrich could issue subpoenas. *Id.* ¶3.

On July 5, 2022, under the cover of **Federal Rule of Civil Procedure 45**, Aldrich served the Aldrich Subpoenas. *Id.* Pursuant to the Aldrich Subpoenas, Aldrich’s estimation expert, Bates White LLC (“Bates White”), is to create a “matching key.” *Id.* ¶6. The matching key is a comprehensive, searchable list of approximately 12,000 claimants who asserted mesothelioma claims against Aldrich or its predecessor. *Id.* For each claimant, the matching key lists the claimant’s last name and Social Security number (“SSN”) and assigns a numerical identifier. *Id.*

Bates White is to deliver the matching key to DCPF, which is required to notify counsel for Trust Claimants on the matching key that the relevant Trusts have received a subpoena and that their data will be produced unless they file a motion to

quash. *Id.* ¶9. If they do not file a motion to quash, DCPF must produce to Bates

White the following confidential data for each Trust Claimant on the matching key:

- A. Claimant Pseudonym⁶;
- B. Claimant’s law firm (with email and address of contact person);
- C. Date claim filed against Trust;
- D. Date claim approved by Trust, if approved;
- E. Date claim paid by Trust, if paid;
- F. If not approved or paid, status of claim; and
- G. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.

Id. ¶10. Once produced, Bates White may use the data and matching key to (i) “match and combine the [Trust-produced data], on a claimant-by-claimant basis,

⁶ Unlike the debtor in *Bestwall*, Aldrich does not expressly seek the Trust Claimants’ personal information (e.g., SSNs, names, addresses). *Compare Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *16-17 with **Ex. E** ¶10. This purported change is of little meaning. The “exposure-related fields” DBMP seeks may still contain personally identifiable information. Regardless, because DCPF must match the Trust Claimants’ names and SSNs to names and SSNs provided by Aldrich prior to production, DCPF is releasing claimant identifying information. **Ex. E** ¶¶7-8.

with data from [Aldrich's] database or other sources" and (ii) "provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the [Trust-produced data] with and analyze individual claims." *Id.* ¶12(b).

ARGUMENT

The court in which compliance with a subpoena is required must quash or modify a subpoena that requires "disclosure of privileged or other protected matter."⁷ Fed. R. Civ. Pro. 45(d)(3)(A). Pursuant to Rule 45(d)(3)(A)(iii), *Bestwall* makes clear the necessary, baseline protections with which subpoenas seeking confidential and sensitive Trust Claimant data must comply.⁸ The subpoenas must

⁷ As this Court held in *Bestwall*, this Court has jurisdiction over this Motion because the Trusts' data is held in this District, and compliance with the subpoenas is therefore required here. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *14-15 (collecting cases).

⁸ While the Court in *Bestwall* quashed the subpoenas at issue pursuant to Rule 45(d)(3)(A)(iii), there are additional grounds to quash the Aldrich Subpoenas, including as "unduly burdensome" under Rule 45(d)(3)(A)(iv) and for seeking disclosure of confidential commercial information under Rule 45(d)(3)(B)(i). *E.g.*, *In re Delta*, 2018 U.S. Dist. LEXIS 178367, at *4-5 (D. Del. Oct. 17, 2018) (undue burden requires considerations of "proportionality" and quashing "extraordinarily broad" subpoenas); *Virginia Dep't of Corrs. v. Jordan*, 921 F.3d 180, 188 (4th Cir. 2019) ("[A] subpoena may impose a burden by invading privacy or confidentiality interests."); *Verisign, Inc. v. XYZ.com, LLC*, 2015 U.S. Dist. LEXIS 162772, at *10-11 (D. Del. Dec. 4, 2015) (Rule 45(d)(3)(B)(i) provides the court discretion to "avoid the unnecessary disclosure of confidential material" and requires the court "balance[] the need for the confidential information against the claim of injury resulting from their disclosure").

limit the production of Trust Claimant data “to a random sample of no more than 10% [of] the mesothelioma victims at issue,” and authorize DCPF, or a neutral third party, to “anonymize the Trust Claimants’ data before producing it.” June 17, 2021 Order (*Bestwall* D.I. 33).

The Aldrich Subpoenas fail to incorporate either of these necessary protections. By omitting these required safeguards, the Aldrich Subpoenas fail “to comply with the previous protections” granted by this Court, and expose the Trust Claimants’ protected and confidential data to an unnecessary level of data breach risk and potential misuse.⁹ *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *19.

A. The Aldrich Subpoenas Fail to Limit the Production of Trust Claimant Data to a Random 10% Sample

In contravention of *Bestwall*, the Aldrich Subpoenas contain *no* sampling requirement. Rather, they seek the protected data of *all 12,000* claimants who resolved mesothelioma claims against Aldrich or its predecessor prior to its bankruptcy and who filed a claim against one or more of the Trusts. **Ex. E ¶6**. The Aldrich Subpoenas must be quashed or modified for this reason alone – they patently fail to incorporate the necessary sampling protection established in *Bestwall*. June 17, 2021 Order (*Bestwall* D.I. 33); *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *19

⁹ Although the Trusts do not believe any Trust Claimant data should be produced, the Trusts recognize the precedent set by this Court’s decision in *Bestwall*.

(quashing subpoenas failing “to comply with previous protections granted” in this District).

Sampling is necessary to protect the Trust Claimants’ data and appropriate for Aldrich’s estimation proceeding and the July 1 Order’s “Permitted Purposes” – a point both Aldrich’s counsel and the Bankruptcy Court acknowledge. **Ex. E ¶5** (in addition to estimation, Permitted Purposes include the negotiation, formulation, and confirmation of a reorganization plan, and the development and evaluation of trust distribution procedures). Sampling is a widely utilized litigation technique. As the Manual for Complex Litigation recognizes, “[a]cceptable sampling techniques, in lieu of discovery and presentation of voluminous data from the entire population, can save substantial time and expense, and in some cases provide the only practicable means to collect and present relevant data.” **MANUAL FOR COMPLEX LITIG.** § 11.493 (4th ed. 2020). For this reason, courts routinely encourage sampling. *See, e.g.*, June 17, 2021 Order (*Bestwall* D.I. 33); *Tyson Foods, Inc. v. Bouaphakeo*, **577 U.S. 442, 454–55** (2016) (sampling to establish hours worked in a class action lawsuit); *Nat’l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co.*, **2012 U.S. Dist. LEXIS 23716, at *6** (D. Md. Feb. 24, 2012) (limiting disclosure to a random sample of 10% of the claimants at issue); *Fed. Hous. Fin. Agency v. JPMorgan Chase & Co.*, **2012 U.S. Dist. LEXIS 173768, at *5, *7-10** (S.D.N.Y. Dec. 3, 2012) (approving 4% sample to establish fraud liability); *In re Garlock Sealing Techs.*, **504**

B.R. 71, 95 (Bankr. W.D.N.C. 2014) (adopting estimation approach based on responses from a claimant sample).

In fact, the Bankruptcy Court itself recently stressed the need for debtors in estimation proceedings to use sampling. July 7, 2022 Hearing Audio Rec. (D.I. 1499), *In re DBMP LLC*, No. 20-30080-JCW (Bankr. W.D.N.C.) (Whitley, J.) 35:12-35:45 (“Part of our problem in all of this is the breadth and reach of the discovery ... [A] lot of the trouble is because the parties are not proposing, at least, on their own behalf, to sample”); 38:53-39:10 (“If we’re going to be just as gnarly as what’s done in a full adjudication, we’re hardly doing ourselves any good by estimating. Bottom line is that I would encourage reasonableness, negotiation, sampling”).

Sampling is particularly appropriate where, as here, confidential and protected data is sought. DCPF undertakes significant security measures to protect the confidentiality of the Trust Claimants’ data. **Ex. C** ¶¶9-19. But once it is produced to Aldrich and Bates White, those measures can no longer control or protect the Trust Claimants’ data. By limiting disclosure of Trust Claimant data to no more than a random 10% sample of the Trust Claimants at issue, the volume of data leaving DCPF’s control is drastically reduced. **Ex. F** 55-56, 59 (Excerpts from Deposition of Richard Winner). In turn, the risk of harm to Trust Claimants through inadvertent disclosure or misuse of their data is reduced significantly. *Id.*

Sampling is also appropriate for Aldrich’s estimation proceeding and the July 1 Order’s Permitted Purposes. Aldrich seeks the Trust Claimants’ data to investigate its theory that there was an alleged pattern of false claims submissions and whether any such pattern was prevalent to an extent so as to taint the value of its pre-bankruptcy settlements for these claims. But, there is “no need” for Aldrich to receive the protected data of approximately 12,000 Trust Claimants to undertake this analysis, especially when balanced against the need to protect the sensitive, confidential information of 12,000 sick, elderly people. *Mannington Mills, Inc. v. Armstrong World Indus., Inc.*, 206 F.R.D. 525, 529 (D. Del. 2002). Sampling will not modify the substance or quality of the data Aldrich receives. It only decreases the volume. Aldrich would be able to discern the exact same patterns from a sample as it would from data for the entire claimant population. As in *Bestwall*, a random sample of no more than 10% of the Trust Claimants at issue would therefore provide Aldrich with all the data it needs for its estimation proceeding.

Nor should Aldrich’s counsel – the same counsel who represented the debtor in *Bestwall* – disagree. In *Bestwall*, the debtor admitted that using a 10% sample would “provide an efficient mechanism by which the parties and th[e] [Bankruptcy] Court can address issues presented by the estimation proceeding” and argued that approving the 10% sample “offers a practicable and fair way to proceed [and] will save time and expense” **Ex. G ¶24** (Bestwall Mot. to Approve Resolved Claim

Sample). Aldrich’s own consultant, Bates White, further opined that a 10% sample was “reliable” “for performing analyses related to ... liability estimation.” **Ex. H ¶11** (Decl. of Jorge Gallardo-Garcia). This was despite the debtor in *Bestwall* and Bates White previously contending that sampling was “unworkable.” Resp. to Mot. to Quash (*Bestwall* D.I. 12).

There is simply no need to disclose the confidential and protected data of 12,000 Trust Claimants. Such an overbroad production unnecessarily increases the risk of harm to non-party Trust Claimants through a possible data breach and potential misuse. A random 10% sample provides a “reliable” and significant sample of the claims in issue, sufficient to satisfy any right Aldrich might have to obtain a representative sample. Therefore, in accordance with *Bestwall*, the Aldrich Subpoenas must be quashed or modified to limit the production of Trust Claimant data to no more than a random sample of 10% of the approximately 12,000 Trust Claimants at issue.

B. The Aldrich Subpoenas’ “Anonymization” Scheme Fails to Protect the Trust Claimants’ Data

The Aldrich Subpoenas allow Bates White to aggregate the Trust Claimants’ data post-production with data from Aldrich’s database and other sources (including data from Manville, Verus, and Paddock) into a single, consolidated information clearinghouse while holding a matching key that de-anonymizes the data. Thus, the

Aldrich Subpoenas raise extraordinary “big data” concerns that the purported “pre-production anonymization” plan utterly fails to address.

“[T]he compilation of otherwise hard-to-obtain information alters the privacy interest implicated by disclosure of that information,” and a “computerized summary located in a single clearinghouse of information” warrants particular scrutiny. *U.S. Dep’t of Justice v. Reporters Comm. for Freedom of Press*, 489 U.S. 749, 763-64 (1989); *see also United States v. Jones*, 565 U.S. 400, 416 (2012) (Sotomayor, J., concurring); *U.S. Dep’t of Defense v. Fed. Labor Relations Auth.*, 510 U.S. 487, 500 (1994); *Havemann v. Colvin*, 537 F. App’x 142, 147-48 (4th Cir. 2013) (recognizing privacy interest in nondisclosure of information in a format that could be combined with other available data to identify specific individuals).

Aldrich’s planned consolidation of Trust Claimant data with data from other sources presents an extraordinary risk of harm to the Trust Claimants. **Ex. E** ¶12(b). The foundation of DCPF’s extensive security measures for protecting the Trust Claimants’ data is that it is *never* aggregated or comingled among the Trusts. Aldrich’s planned use, however, eviscerates this fundamental protection.

Not only will the Trusts’ data be comingled into one searchable database, the Aldrich Subpoenas allow Bates White to consolidate “data from [Aldrich’s] database or other sources” into a single, consolidated Trust Claimant information clearinghouse. *Id.* Even assuming Bates White only consolidates information from

sources identified in the Aldrich Subpoenas, Bates White will be consolidating confidential, sensitive data collected from *20 different* sources into a single, all-encompassing database. *Id.* ¶¶3-4 (seeking data from 19 trusts and Paddock).

Regardless of security measures, centralizing the Trust Claimants’ data into a single database creates a powerful, analytical tool – a tool that can be abused to discern patterns and reveal insights about individual claimants on subjects unrelated to Aldrich’s estimation or other Permitted Purposes. Such a merged database, once created, could be used in a manner detrimental to the privacy interests of individual Trust Claimants, particularly if it is misappropriated or inadvertently disclosed.

The Aldrich Subpoenas’ alleged “pre-production anonymization” plan attempts to rebuff these concerns by having Trust Claimant data produced using a “Claimant Pseudonym” and contending “names and SSNs of injured parties and related claimants” will be deleted from any matched database. *Id.* ¶¶10, 12(c). But, these measures provide little, if any, protection as Trust Claimants can still be identified post-production with ease.

The Aldrich Subpoenas place few restrictions as to the information Bates White may combine into the aggregated database. *Id.* ¶¶8-9. The scope of such a limitless database is striking. Given Bates White’s unrestrained power to aggregate data, any single piece (or combination) of information may be sufficient to discern

the individual claimants' identities, thereby rendering the use of an identifier and deleted SSN meaningless.

The need for more stringent anonymization is particularly acute here given that Aldrich shares the same counsel and expert (Bates White) as other debtors seeking identical Trust Claimant information. Mot. to Quash, Ex. A (*Bestwall* D.I. 52); Mot. to Quash, Ex. F, *In re DBMP LLC*, No. 22-139-CFC (D. Del. D.I. 1) ("*DBMP*").¹⁰ This overlap magnifies the risk that Trust Claimant data may be used or disclosed in a manner inconsistent with the restrictions contained in the Aldrich Subpoenas.

For example, the debtor in *Bestwall* has started subpoenaing, among other things, the claims databases of Aldrich and the debtor in *DBMP*. **Ex. I** (Bestwall subpoenas to DBMP, Aldrich, and Paddock; seeking the same data fields identified above; requiring production of "*any* claims database within [the debtor's] possession, custody, or control"). Given the relationship between the debtors' representatives, there is a likelihood Aldrich (and the debtor in *DBMP*) will follow suit. Indeed, by having already sought Paddock's data, Aldrich has indicated an intent to do so. **Ex. E ¶4**. There is thus a real risk that protected Trust Claimant data

¹⁰ In March 2022, DBMP subpoenaed Trust Claimant data relating to 9,000 mesothelioma victims who resolved claims against DBMP and filed a claim against one or more of the Trusts. The Trusts moved to quash the DBMP subpoenas in this Court.

intended for use in only one database may find its way into another, or into another debtor's hands, whether inadvertently or intentionally. No matter how well intentioned the effort to avoid disclosure, without more stringent anonymization, this scenario is ripe for extending the use of the Trust Claimants' data beyond Aldrich's estimation proceeding and the Permitted Purposes. *E.g.*, *Virginia Dep't of Corrs. v. Jordan*, 921 F.3d 180, 188 (4th Cir. 2019) (collecting cases; “[E]ven the most rigorous efforts of the recipient of sensitive information to preserve confidentiality in compliance with the provisions of a protective order may not prevent inadvertent compromise ... [I]t is very difficult for the human mind to compartmentalize and selectively suppress information once learned, no matter how well-intentioned the effort may be to do so.”).

Bates White's ability to create and hold a matching key only exacerbates these concerns. By itself, a consolidated list of approximately 12,000 Trust Claimant names and SSNs raises significant privacy concerns. The theft, misuse, or inadvertent disclosure of this single file will compromise the personal data of thousands. Beyond this, the very existence of a matching key flies in the face of *Bestwall's* pre-production anonymization requirement. The core purpose of pre-production anonymization is to prevent the Trust Claimants from being identified after production. But, a matching key allows the Trust Claimants and their corresponding confidential data to be de-anonymized and re-identified in an instant.

No key decrypting the Trust Claimants' data should exist, much less held by the same entity with access to a vast consolidated database of Trust Claimant data (who may also hold additional aggregated databases containing Trust Claimant data and their corresponding matching keys).

Indeed, the ability to aggregate Trust Claimant data into an information clearinghouse and create a matching key were raised and implicitly rejected in *Bestwall*. Mot. to Quash ¶¶28-31 (*Bestwall* D.I. 1) (“Bestwall plans to combine the data produced by the DCPF, consisting of private information for up to 15,000 Trust Claimants, into a *single, consolidated database*.” (emphasis in original)); June 1, 2021 Order (*Bestwall* D.I. 30) (granting motion to quash); Request for Clarification ¶16 (*Bestwall* D.I. 31) (“Bestwall (and its liability consultant, Bates White, LLC) could use [the provided matching identifier] as a key to match each Trust Claimant (and their identifying and confidential information) to that identifier. Bestwall would therefore have access to all information produced about all of the Trust Claimants, each of whom it could identify. This is not anonymization”); June 17, 2022 Order (*Bestwall* D.I. 33) (granting motion to clarify; requiring “Delaware Claims Processing Facility ... to anonymize the Trust Claimants’ data before producing it.”).

Despite this, the Aldrich Subpoenas set forth the exact same meaningless “anonymization” procedure – wholly undermining the core privacy concerns and

protections established in *Bestwall*. Accordingly, the Aldrich Subpoenas must be quashed or modified. Any production of Trust Claimant data must be fully anonymized prior to production – without the creation, production, or reverse-engineering of a matching key and without the ability to merge the Trust Claimant data with data from Aldrich’s database or from any other sources into a single, consolidated clearinghouse.

CONCLUSION

For the reasons set forth above, the Trusts respectfully request the Court enter an order quashing or modifying the Aldrich Subpoenas.

Date: July 25, 2022

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Tel: (302) 252-4465

Email: moskowb@ballardspahr.com

burnst@ballardspahr.com

Attorneys for Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust; The Babcock & Wilcox Company Asbestos PI Trust; Celotex Asbestos Settlement Trust; DII Industries, LLC Asbestos PI Trust; Federal-Mogul Asbestos Personal Injury Trust; Flintkote Asbestos Trust; Owens Corning / Fibreboard Asbestos Personal Injury Trust; Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust; United States Gypsum Asbestos Personal Injury Settlement Trust; and WRG Asbestos PI Trust

CERTIFICATE OF COMPLIANCE

I hereby certify that this motion is in 14-point Times New Roman font and that it contains 4,901 words as determined by Microsoft Word, excluding the case caption, signature block, and this certificate.

Dated: July 25, 2022

/s/ Tyler B. Burns
Tyler B. Burns (No. 6978)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:) Misc. No.
)
ALDRICH PUMP LLC, et al.,) Underlying Case No. 20-30608
) (JCW)
Debtors.) (U.S. Bankruptcy Court for the
) Western District of North Carolina)

CERTIFICATE PURSUANT TO LOCAL RULE 7.1.1

I, Beth Moskow-Schnoll, hereby certify pursuant to Local Rule 7.1.1 that a reasonable effort has been made to reach an agreement with Aldrich Pump LLC and Murray Boiler LLC (collectively, “Aldrich”) on the matters set forth in the Third-Party Asbestos Trusts’ Motion to Quash or Modify Subpoenas (the “Motion”). An agreement was not reached, and Aldrich has indicated it will oppose the Motion.

Date: July 25, 2022

/s/ Beth Moskow-Schnoll
Beth Moskow-Schnoll (No. 2900)

EXHIBIT A

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "ARMSTRONG WORLD INDUSTRIES, INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST" FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 2017, AT 1:03 O`CLOCK P.M.



Jeffrey W. Bullock, Secretary of State

6326912 8100F
SR# 20171233643

Authentication: 202099123
Date: 02-24-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:03 PM 02/24/2017
FILED 01:03 PM 02/24/2017
SR 20171233643 - File Number 6326912

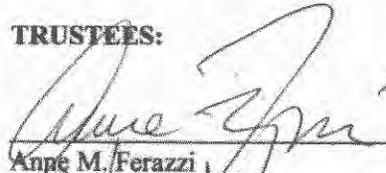
STATE OF DELAWARE
CERTIFICATE OF TRUST OF ARMSTRONG WORLD INDUSTRIES, INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST

This Certificate of Trust is filed in accordance with the provisions of the Delaware Statutory Trust Act (Title 12 of the Delaware Code, Section 3801 et seq.) and sets forth the following:

- 1) **First:** The name of the trust is: Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust.
- 2) **Second:** The name and address of the Delaware trustee of the trust is: Wilmington Trust, National Association, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration.
- 3) **Third:** This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

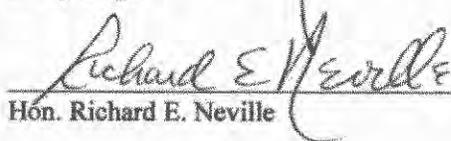
TRUSTEES:



Anne M. Ferazzi



Harry Huges



Hon. Richard E. Neville

DELAWARE TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name:
Title:

STATE OF DELAWARE
CERTIFICATE OF TRUST OF ARMSTRONG WORLD INDUSTRIES, INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST

This Certificate of Trust is filed in accordance with the provisions of the Delaware Statutory Trust Act (Title 12 of the Delaware Code, Section 3801 et seq.) and sets forth the following:

- 1) **First:** The name of the trust is: Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust.
- 2) **Second:** The name and address of the Delaware trustee of the trust is: Wilmington Trust, National Association, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration.
- 3) **Third:** This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

TRUSTEES:

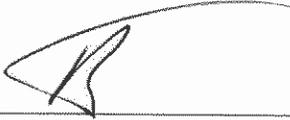
Anne M. Ferazzi

Harry Huge

Hon. Richard E. Neville

DELAWARE TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION

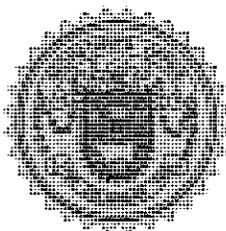
By: 
 Name: **BORIS TREYGER**
 Title: **VICE PRESIDENT**

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "THE BABCOCK & WILCOX COMPANY ASBESTOS PI TRUST", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2006, AT 9:09 O'CLOCK A.M.



4112708 8100

060157274

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4534502

DATE: 02-21-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:09 AM 02/21/2006
FILED 09:09 AM 02/21/2006
SRV 060157274 - 4112708 FILE

CERTIFICATE OF TRUST
OF
THE BABCOCK & WILCOX COMPANY ASBESTOS PI TRUST

THIS Certificate of Trust of The Babcock & Wilcox Company Asbestos PI Trust (the "Trust"), is being duly executed and filed by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code, § 3801 et seq.) (the "Act").

1. **Name.** The name of the statutory trust formed hereby is The Babcock & Wilcox Company Asbestos PI Trust.
2. **Delaware Trustee.** The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, Attention: Corporate Trust Administration.
3. **Effective Date.** This Certificate of Trust shall be effective upon filing.

[SIGNATURE PAGE FOLLOWS]

RLP1-2980137-1

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Delaware Trustee

By: 
Name: Michele C. Harra
Title: Financial Services Officer

Victor Bussie, not in his individual capacity
but solely as Trustee

James J. McMonagle, Esq., not in his
individual capacity but solely as Trustee

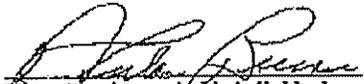
Phillip A. Pahigian, Esq., not in his
individual capacity but solely as Trustee

RLFI-2980137-1

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Delaware Trustee

By: _____
Name:
Title:


Victor Bussie, not in his individual capacity
but solely as Trustee

James J. McMonagle, Esq., not in his
individual capacity but solely as Trustee

Phillip A. Pabigian, Esq., not in his
individual capacity but solely as Trustee

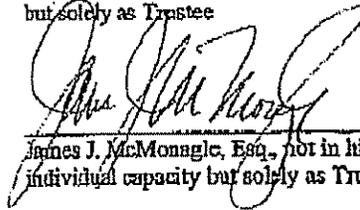
RLF1-2980137-1

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: _____
Name:
Title:

Victor Bussic, not in his individual capacity but solely as Trustee



James J. McMonagle, Esq., not in his individual capacity but solely as Trustee

Phillip A. Pahigian, Esq., not in his individual capacity but solely as Trustee

RLF1-2980137-1

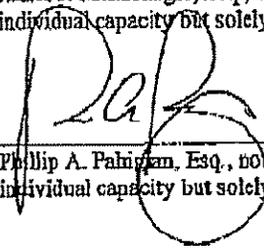
IN WITNESS WHEREOF, the undersigned have duly executed this
Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Delaware Trustee

By: _____
Name:
Title:

Victor Bussie, not in his individual capacity
but solely as Trustee

James J. McMonagle, Esq., not in his
individual capacity but solely as Trustee



Phillip A. Pabigan, Esq., not in his
individual capacity but solely as Trustee

RLFI-2980137-1

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "THE FLINTKOTE ASBESTOS TRUST", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2015, AT 8:34 O`CLOCK A.M.



Jeffrey W. Bullock, Secretary of State

5838091 8100
SR# 20150316776

Authentication: 10154299
Date: 09-30-15

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:34 AM 09/30/2015
FILED 08:34 AM 09/30/2015
SR 20150316776 - File Number 5838091

**CERTIFICATE OF TRUST
OF
THE FLINTKOTE ASBESTOS TRUST**

This Certificate of Trust of The Flintkote Asbestos Trust (the "Trust") is being duly executed and filed by the undersigned, as Trustees of the Trust, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code § 3801 *et seq.*) (the "Act").

1. **Name.** The name of the statutory trust formed hereby is:

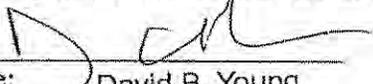
The Flintkote Asbestos Trust

2. **Delaware Trustee.** The name and business address of the Delaware Trustee of the Trust in the State of Delaware is:

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Administration

3. **Effective Date.** This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

<p>TRUSTEE:</p>  <p>Lewis R. Sifford not in his individual capacity but solely as Trustee</p>	<p>DELAWARE TRUSTEE</p> <p>Wilmington Trust, National Association</p> <p>By: </p> <p>Name: David B. Young Title: Vice President</p>
---	--

CERTIFICATE OF TRUST

OF

FEDERAL-MOGUL ASBESTOS PERSONAL INJURY TRUST

THIS Certificate of Trust for the Federal-Mogul Asbestos Personal Injury Trust (the "Trust") is being duly executed and filed by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code, § 3801 et seq.) (the "Act")

1. Name. The statutory trust formed hereby is Federal-Mogul Asbestos Personal Injury Trust.

2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, 1100 N. Market Street, Wilmington, Delaware 19890-1625, Attention: Corporate Custody.

3. Effective Date. This Certificate of Trust shall be effective upon filing.

[SIGNATURE PAGE FOLLOWS]

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:06 AM 12/27/2007
FILED 09:06 AM 12/27/2007
SRV 071363875 - 4480942 FILE

{00097943.1}

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: 
Name: Erik E. Overcash
Title: Financial Services Officer

Edward D. Robertson, Jr., not in his individual capacity but solely as Trustee

Stephen M. Snyder, not in his individual capacity but solely as Trustee

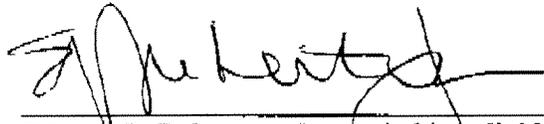
Kirk Watson, not in his individual capacity but solely as Trustee

{D0097943.1}

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: _____
Name: _____
Title: _____



Edward D. Robertson, Jr., not in his individual capacity but solely as Trustee

Stephen M. Snyder, not in his individual capacity but solely as Trustee

Kirk Watson, not in his individual capacity but solely as Trustee

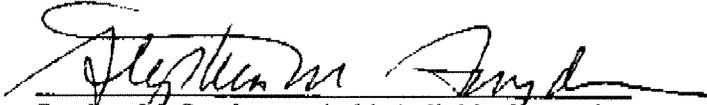
{00097943 }

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: _____
Name: _____
Title: _____

Edward D. Robertson, Jr., not in his individual capacity but solely as Trustee



Stephen M. Snyder, not in his individual capacity but solely as Trustee

Kirk Watson, not in his individual capacity but solely as Trustee

{00097943 }

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: _____
Name: _____
Title: _____

Edward D. Robertson, Jr., not in his individual capacity but solely as Trustee

Stephen M. Snyder, not in his individual capacity but solely as Trustee



Kirk Watson, not in his individual capacity but solely as Trustee

(D0097943 |)

TOTAL P. 00

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "OWENS CORNING/FIBREBOARD ASBESTOS PERSONAL INJURY TRUST", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF OCTOBER, A.D. 2006, AT 10:55 O'CLOCK A.M.



4242906 8100

060992732

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5155843

DATE: 10-30-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:55 AM 10/30/2006
FILED 10:55 AM 10/30/2006
SRV 060992732 - 4242906 FILE

CERTIFICATE OF TRUST

OF

OWENS CORNING/FIBREBOARD ASBESTOS PERSONAL INJURY TRUST

THIS Certificate of Trust of the Owens Corning/Fibreboard Asbestos Personal Injury Trust (the "Trust"), is being duly executed and filed by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code, § 3801 et seq.) (the "Act").

1. Name. The name of the statutory trust formed hereby is Owens Corning/Fibreboard Asbestos Personal Injury Trust.
2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, 1100 N. Market Street, Wilmington, Delaware 19890-1625, Attention: Corporate Custody.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

[SIGNATURE PAGE FOLLOWS]

DOC# 259475

- 2 -

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust
in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as Delaware
Trustee

By: 
Name: Margaret Pulgini
Title: Vice President

Harry Huge, not in his individual capacity but
solely as Trustee

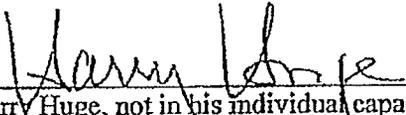
D. LeAnne Jackson, not in her individual capacity
but solely as Trustee

Dean M. Trafelet, not in his individual capacity but
solely as Trustee

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: _____
Name: _____
Title: _____



Harry Huge, not in his individual capacity but solely as Trustee

D. LeAnne Jackson, not in her individual capacity but solely as Trustee

Dean M. Trafelet, not in his individual capacity but solely as Trustee

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: _____
Name: _____
Title: _____

Harry Huge, not in his individual capacity but solely as Trustee



D. LeAnne Jackson, not in her individual capacity but solely as Trustee

Dean M. Trafelet, not in his individual capacity but solely as Trustee

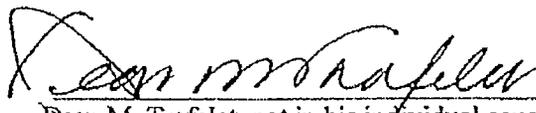
IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Delaware Trustee

By: _____
Name: _____
Title: _____

Harry Huge, not in his individual capacity but solely as Trustee

D. LeAnne Jackson, not in her individual capacity but solely as Trustee



Dean M. Trafelet, not in his individual capacity but solely as Trustee

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "UNITED STATES GYPSUM ASBESTOS PERSONAL INJURY SETTLEMENT TRUST", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JUNE, A.D. 2006, AT 5:44 O'CLOCK P.M.



4178417 8100

060594267

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4842342

DATE: 06-21-06

CERTIFICATE OF TRUST
OF
UNITED STATES GYPSUM ASBESTOS PERSONAL INJURY SETTLEMENT TRUST

THIS Certificate of Trust of the United States Gypsum Asbestos Personal Injury Settlement Trust (the "Trust"), is being duly executed and filed by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code, § 3801 et seq.) (the "Act").

1. Name. The name of the statutory trust formed hereby is United States Gypsum Asbestos Personal Injury Settlement Trust.
2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, 1100 N. Market Street, Wilmington, Delaware 19890-1625, Attention: Corporate Custody.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

[SIGNATURE PAGE FOLLOWS]

DOCH# 259233

*State of Delaware
Secretary of State
Division of Corporations
Delivered 05:44 PM 06/20/2006
FILED 05:44 PM 06/20/2006
SRV 060594267 - 4178417 FILE*

- 2 -

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as Delaware
Trustee

By: Margaret Pulgini
Name: Margaret Pulgini
Title: Vice President

Philip A. Pahigian, not in his individual capacity but
solely as Trustee

Lewis R. Sifford, not in his individual capacity but
solely as Trustee

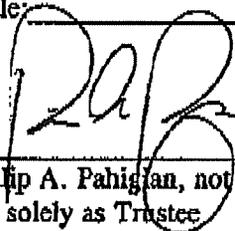
Thomas M. Tully, not in his individual capacity but
solely as Trustee

- 2 -

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as Delaware
Trustee

By: _____
Name: _____
Title: _____


Philip A. Pahigian, not in his individual capacity
but solely as Trustee

Lewis R. Sifford, not in his individual capacity but
solely as Trustee

Thomas M. Tully, not in his individual capacity
but solely as Trustee

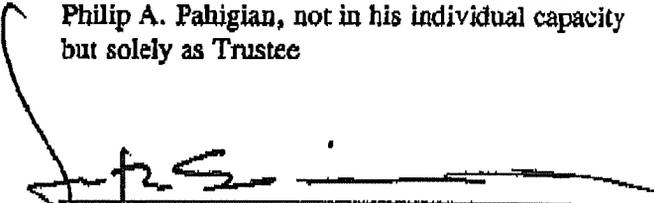
- 2 -

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as Delaware
Trustee

By: _____
Name: _____
Title: _____

Philip A. Pahigian, not in his individual capacity
but solely as Trustee



Lewis R. Sifford, not in his individual capacity but
solely as Trustee

Thomas M. Tully, not in his individual capacity
but solely as Trustee

- 2 -

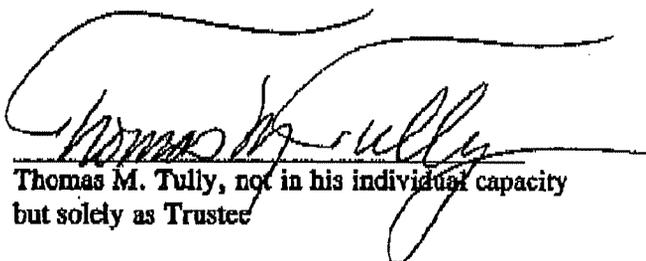
IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as Delaware
Trustee

By: _____
Name: _____
Title: _____

Philip A. Pahigian, not in his individual capacity
but solely as Trustee

Lewis R. Sifford, not in his individual capacity but
solely as Trustee



Thomas M. Tully, not in his individual capacity
but solely as Trustee

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "WRG ASBESTOS PI TRUST", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JANUARY, A.D. 2014, AT 9:30 O'CLOCK A.M.



5474631 8100

140115376


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1101016

DATE: 01-31-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:30 AM 01/31/2014
FILED 09:30 AM 01/31/2014
SRV 140115376 - 5474631 FILE

CERTIFICATE OF TRUST

OF

WRG ASBESTOS PI TRUST

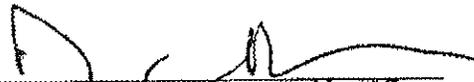
THIS Certificate of Trust of the WRG Asbestos PI Trust (the "Trust") is being duly executed and filed by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the "Act").

1. Name. The name of the statutory trust formed hereby is WRG Asbestos PI Trust.
2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, 1100 N. Market Street, Wilmington, Delaware 19890-1625, Attention: Corporate Trust Administration.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

[SIGNATURE PAGE FOLLOWS]

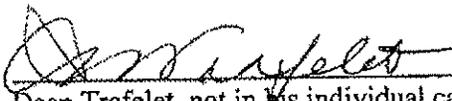
IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Delaware Trustee

By: 
Name: David B. Young
Title: Vice President


Harry Huge, not in his individual capacity but
solely as Trustee


Lewis Sifford, not in his individual capacity but
solely as Trustee


Dean Trafelet, not in his individual capacity but
solely as Trustee

[Signature Page to PI Certificate of Trust]

EXHIBIT B

6.5 Confidentiality of Claimants' Submissions. All submissions to the PI Trust by a holder of a PI Trust Claim or a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The PI Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court. Furthermore, the PI Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served. The PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC and the Future Claimants' Representative, the PI Trust may, in specific limited instances, disclose information, documents, or other materials reasonably necessary in the PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the USG Asbestos Personal Injury Liability Insurance Assets; provided, however, that the PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures

that the information, documents and materials provided by the PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party.

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

-----X
In re: : Chapter 11
: :
DBMP LLC, : Case No. 20-BK-30080 (JCW)
: :
Debtor. : Hrg. Date: 7/15/2021 at 9:30 AM
: Obj. Deadline: 6/11/2021
: Re: Document No. 416
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DECLARATION OF RICHARD WINNER

1. I am the Chief Operating Officer (“**COO**”) of the Delaware Claims Processing Facility (“**DCPF**”). I make this declaration in support of the Manville Personal Injury Settlement Trust’s (“**Manville Trust**”) and DCPF’s response and objection to Debtor DBMP LLC’s (“**DBMP**” or the “**Debtor**”) Motion for (i) Bankruptcy Rule 2004 Examination of Asbestos Trusts [**Dkt. No. 416**] (“**Motion**” or “**Mot.**”) and (ii) an Order Governing Confidentiality of Information Provided in Response [**Dkt. No. 859**] (“**Amended Proposed Order**”) and to make part of the record certain documents related to the Manville Trust’s and DCPF’s response and objection. The statements in this declaration are based on my personal knowledge or information collected at my direction.

Introduction

2. DCPF was formed in 2006 to administer and process asbestos-related personal injury claims on behalf of multiple personal injury settlement trusts (the “**DCPF Client Trusts**”). The DCPF Client Trusts are entities established pursuant to Section 524(g) of the Bankruptcy Code, and charged with ensuring that claimants’ asbestos-related personal injury

claims are processed and, when appropriate, settled in accordance with bankruptcy court directives.

3. DCPF processes claims on behalf of the DCPF Client Trusts pursuant to the terms of contracts that it has entered into with each of them. As a contractual counterparty of the DCPF Client Trusts, DCPF is legally and organizationally distinct from them.

4. The DCPF Client Trusts have assumed the asbestos-related liabilities of the debtor companies, as set forth in the respective Plans of Reorganization. Certain of the DCPF Client Trusts, as noted below, have sub-funds or multiple entities. Claimants can make claims against some or all of the entities or sub-funds, and each such claim is processed as if made against an entirely separate trust. Altogether, DCPF processes claims for fifteen client trusts and related entities (sometimes referred to as “sub-funds”). They are:

- a) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
- b) Babcock & Wilcox Asbestos Personal Injury Settlement Trust;
- c) Celotex Asbestos Settlement Trust;
- d) DII Industries, LLC Asbestos PI Trust;
 - i. Two entities: Halliburton & Harbison-Walker;
- e) Federal Mogul Asbestos Personal Injury Trust;
 - i. Four entities: Turner & Newall, Flexitallic Gasket Company, Ferodo America Inc., and Federal Mogul Products Inc.;
- f) The Flintkote Asbestos Trust;
- g) Owens Corning/Fibreboard Asbestos Personal Injury Trust;
 - i. Two sub-funds: Owens Corning & Fibreboard;
- h) Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust;
- i) United States Gypsum Asbestos Personal Injury Settlement Trust; and

j) WRG Asbestos PI Trust

5. In the Motion, the Debtor seeks discovery from all fifteen of the foregoing DCPF Client Trusts and sub-funds, as well as two additional sub-funds of the Federal Mogul Asbestos Personal Injury Trust: Vellumoid, and Fel-Pro. Those two sub-funds are not DCPF clients, and DCPF does not have access to their records.

Confidentiality of Claim Submissions

6. Each of the DCPF Client Trusts has established Trust Distribution Processes or similar procedures (“**TDPs**”) for processing and evaluating claims on an impartial, first-in-first-out basis, with the intention of paying all claimants over time as equal a share as possible of their claims’ values. As examples, attached hereto as **Exhibits A – C** are true and correct copies of the TDPs for Armstrong World Industries Asbestos Personal Injury Settlement Trust, Babcock & Wilcox Asbestos Personal Injury Settlement Trust, and The Flintkote Asbestos Trust. These TDPs, as well as the TDPs for all of the other DCPF Client Trusts, are available on their respective websites.

7. The DCPF Client Trusts’ TDPs require claimants to provide them (through DCPF, at the DCPF Client Trusts’ direction) detailed information to substantiate and value their claims. This information is highly sensitive, personal, and confidential. It includes, among other things, claimants’ personally identifiable information (“**PII**”), such as their names, social security numbers (“**SSNs**”), and dates of birth; other personal demographic information about claimants, such as their dates of death (if applicable); and medical records, which can detail sensitive personal information unrelated to asbestos injuries (*e.g.*, a claimant’s history of drug and alcohol abuse, HIV status, sexual or emotional dysfunction) and other private health information. Claimants’ submissions to the trusts also often include confidential information

concerning (i) claimants' finances or (ii) their spouses and dependents (*e.g.*, descriptions of a child's mental and/or physical disabilities or drug addictions).

8. Given the extraordinary sensitivity of this information, it is essential that claimants trust that DCPF will take all appropriate measures to protect their claims submissions. If claimants lose faith in DCPF's efforts or ability to maintain the security of this information, they and their counsel may become unwilling to provide the sensitive, private information needed to evaluate their claims. If claimants view DCPF as having failed to take appropriate measures to prevent the mass disclosure sought by Motion, this could interfere with the DCPF's business operations.

9. Although DCPF is the custodian of the claimant data for the DCPF Client Trusts, the data belong to the DCPF Client Trusts. The duty of each of the DCPF Client Trusts to protect the confidentiality of claimant information is memorialized in the bankruptcy plans of reorganization and related court-approved documents that created the trusts (*e.g.*, the DCPF Client Trusts' TDPs).

10. For these reasons and others, DCPF regards all claimant information as highly confidential and sensitive. Protecting the security of these sensitive data is DCPF's highest operational priority. DCPF has made significant investments in data security measures, many of which are proprietary.

11. For example, all claimant data sought by the Motion are maintained on DCPF's proprietary claims management platform, "Trust Online." DCPF developed Trust Online to facilitate the *secure* transmission, management, review, and retention of confidential claimant data. Rather than pass claimant data through various systems, Trust Online allows for the data to be centrally maintained, thus eliminating the security risks that arise from subsequent

data transfers. Claimants' legal representatives submit their clients' claims electronically through Trust Online's secure data portal. They can also monitor the status of their clients' claims as such claims are processed. DCPF employees are also able to review and evaluate these claims through Trust Online.

12. DCPF implemented Trust Online in 2006. Since then, DCPF has continued devoting substantial resources to enhancing and updating Trust Online to meet DCPF's own needs and the needs of the DCPF Client Trusts, claimants, and their representatives.

13. Data security enhancements are a core component of these regular updates. Data security technology is constantly evolving, and DCPF routinely updates Trust Online to implement state-of-the-art data security measures. DCPF deploys security updates to Trust Online at least quarterly, and often more frequently.

14. Trust Online's security measures are comprehensive. Claimant data are protected by a series of confidential and proprietary security measures. All access to these data is monitored, and access limitations are stringent. DCPF employees are permitted to access only the information that is necessary for them to do their jobs (access levels are determined on an employee-by-employee basis, depending on the employee's role), and DCPF maintains supplemental security protocols to prevent any misuse of claimant information. For example, DCPF computers used to access Trust Online maintain endpoint security that includes local firewalls and virus protection, among other things.

15. Stringent access restrictions also apply to the law firms that submit data through Trust Online. For example, only credentialed law firms may access Trust Online to

submit claims, and I must personally approve every new law firm that applies to be an electronic claim filer through Trust Online.

16. DCPF takes still further security precautions to protect claimants' SSNs.¹ SSNs are never stored with, or correlated with, any other claimant data in the Trust Online database. Claimants' SSNs are maintained entirely independently in a restricted and encrypted location that contains only the SSNs and correlated hashed values (with no other claimant data). In addition, all incoming and outgoing email through DCPF's servers is automatically scanned for SSNs, and any incoming message or attachment containing an unencrypted SSN is quarantined (for inbound email) or rejected (for outbound email).

17. DCPF does not combine or commingle one Delaware Trust's data with any other Delaware Trust's data. This restriction on commingling is in the DCPF's claims processing agreements with the DCPF Client Trusts.

18. DCPF has never sold or licensed access to any claimant information. Nor, to my knowledge, has any Delaware Trust.

19. In sum, DCPF is keenly aware that it is the steward of extraordinarily sensitive information, and it takes great pride in its responsible management of that information. DCPF is also aware that such information is highly susceptible to abuse and exploitation if it is disclosed improperly, including as the result of a data breach, and its data security measures are informed by that knowledge.

¹ Because they are the single best unique identifier for each individual claimant (although they are not sufficient to conclusively match claimant records), SSNs are essential claims information, and required to be submitted for all U.S. citizens' claims where the asbestos exposure took place within the United States.

Disclosure of Information Pursuant to Subpoenas

20. As noted, claimant data submitted to DCPF belongs to the DCPF Client Trusts. Accordingly, DCPF instructs requesting parties that serve subpoenas for claimant information to direct such subpoenas to the DCPF Client Trust(s) against whom the claimant at issue has asserted a claim(s).

21. Whenever data submitted to DCPF may be subject to production pursuant to a subpoena seeking a single claimant's records, the DCPF Client Trusts require that written notice of the subpoena be provided to the claimant's counsel. The claimant's counsel is then afforded a reasonable period to take protective action before any production is made, and if the claimant moves to modify or quash the subpoena, any production is deferred pending the resolution of that motion. If any data or records are ultimately produced, claimants' SSNs, and sometimes certain additional identifying information, are redacted from the production.

22. As an institutional matter, DCPF is concerned that the volume of data sought by mass subpoenas in litigation or bankruptcy matters (including the data sought by the Motion) and the centralized, easily searchable manner in which such data must be produced create confidentiality concerns that subpoenas in individual actions do not. DCPF is also aware that the use of claimant information in individual litigations generally varies significantly from the use of information in mass litigations. The former involve the adjudication of legal and factual issues on an individualized basis, with the court making findings specific to each claimant. By contrast, mass adjudications entail fact-finding as to representative claimants, and the extensive use of sampling and other statistical techniques to resolve legal and factual issues on an aggregate basis.

23. Because of the highly sensitive nature of the claimant data it maintains, DCPF opposes the disclosure of such data on a wholesale basis in mass litigations where only a random, anonymized sampling of such data is likely to be necessary to the adjudication.

24. When validly served with a mass subpoena seeking information about thousands or tens of thousands of claimants, the DCPF Client Trusts attempt to work with the party seeking disclosure to (a) impose meaningful limitations on the use and disclosure of PII, and (b) craft a sampling protocol that satisfies that party's valid need for disclosure but that obviates the need to disclose claimant data and documents that will not be used by the requesting party for the purpose for which disclosure is sought.

Unnoticeable Claimants

25. Over the last several months, DCPF has worked to carry out the matching, notice, and disclosure protocols set forth in the order entered on March 24, 2021 by the Hon. Laura T. Beyer in *In re Bestwall LLC*, No. 17-31795 (Bankr. W.D.N.C.) (“**Bestwall**,” and the “**Bestwall Order**”).² That work has been burdensome and time consuming for DCPF's professional staff, including me. The burden of that work has been compounded by the number of victims whose records were subject to disclosure, and it has left DCPF's professional staff unable to focus their time and attention on resolving and paying asbestos victims' claims.

26. In the course of that work, one of the challenges that we have experienced is that DCPF has been unable, despite its best efforts, to notify counsel for some claimants that their clients' private information is subject to disclosure in *Bestwall* (unless counsel files a timely motion to quash). Generally, this problem arises with old or withdrawn claims and results from

² A copy of the *Bestwall* Order is attached as Exhibit H to the accompanying Declaration of Timothy M. Haggerty.

these attorneys' retiring, dying, or closing their firms without designating any successor counsel for their clients. These claimants with unnoticeable counsel are effectively *pro se*. In *Bestwall*, counsel for less than one percent of the matched claimants were unnoticeable. I expect that the same problem will also arise in this case, but I have no reason to expect that the number of unnoticeable counsel will be larger (or smaller) here than in *Bestwall*.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 11, 2021 at Wilmington, Delaware


Richard Winner

EXHIBIT D

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**MOTION OF THE DEBTORS FOR AN ORDER
AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS
ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby move the Court for the entry of an order authorizing the Debtors to issue subpoenas on (i) the Manville Personal Injury Settlement Trust (the "Manville Trust"); (ii) the Delaware Claims Processing Facility ("DCPF") with respect to the ten asbestos personal injury trusts for which it processes claims (the "DCPF Trusts"); (iii) Verus Claims Services, LLC ("Verus")² with respect to 8 asbestos personal injury trusts for which it processes claims (the "Verus Trusts" and, collectively with the Manville Trust and the DCPF Trusts, the "Trusts"); and (iv) Paddock Enterprises, LLC ("Paddock" and, collectively with the Manville Trust, DCPF, and Verus, the "Producing Parties") requesting production of limited data concerning approximately 12,000 individuals whose mesothelioma claims the

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

² To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term "Verus" shall include such entity.

Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020 (collectively, the "Claimants").

Preliminary Statement

The Debtors' goal in these cases is to establish a trust under section 524(g) of the Bankruptcy Code to fairly and efficiently resolve present and future asbestos claims against them. To date, the Debtors have made substantial progress towards that goal, having reached a settlement with the Future Claimants' Representative (the "FCR")—the fiduciary representative for the largest claimant constituency in these cases—on a plan and section 524(g) trust funded in the amount of \$545 million. If approved, both present and future claimants will have access to a streamlined process for equitable compensation without further delay.

To achieve this result and, in the absence of agreement with the Official Committee of Asbestos Personal Injury Claimants (the "ACC"), the Debtors sought and obtained Court approval of a process to estimate their asbestos liabilities, which will inform the merits of the settlement reached and the plan proposed by the Debtors and the FCR. Although no order has yet been entered, the Court approved an estimation process. To arrive at a reasonable estimate of the Debtors' liabilities, however, the parties will require certain information beyond that available in the Debtors' claims database. Some of that information will be provided by the bar date and personal injury questionnaire process already approved by the Court. But that information, in and of itself, will not be sufficient, as it provides little to no information on claimants with respect to the Debtors' settlement history.

Based on positions taken in other asbestos bankruptcies, the Debtors expect that the ACC will argue that historical settlements are an accurate and appropriate guide to measure the Debtors' liability for current and future claims. Judge Hodges explicitly rejected that position in

In re Garlock Sealing Techs., LLC, 504 B.R. 71 (Bankr. W.D.N.C. 2014), where he found that Garlock's "settlement history data [did] not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94. As further described in the Informational Brief (as defined below) filed at the outset of these cases, the Debtors were involved in some of the same cases where Judge Hodges found that the settlement history was tainted due to claimants' failure to disclose alternative asbestos exposures.

At present, essentially the only trust information available to the Debtors derives from the public record of the Garlock estimation proceeding, which only includes trust claim information from a limited number of trusts for claims asserted against Garlock more than ten years ago. While, from this limited information, the Debtors have identified instances where they were co-defendants with Garlock and claimants failed to disclose alternate exposures during their tort cases, the Garlock data provides no information in regard to the extent to which claimants' lack of disclosure continued in the decade (or more) that post-dates the Garlock data.

Through this Motion, the Debtors seek authority to conduct limited discovery to both properly assess the usefulness of the Debtors' settlement history in valuing their asbestos liabilities and to inform the Debtors and their experts as to the full breadth of claims made by claimants with whom the Debtors settled in the tort system. The Debtors seek discrete data from asbestos trusts established to pay the liabilities of the historically prominent defendants in asbestos litigation. Similarly, the Debtors seek substantially the same data from Paddock,³ as

³ Paddock is the successor-by-merger to Owens-Illinois, Inc., and, prior to filing for bankruptcy in 2020, was subject to claims alleging exposure to asbestos contained in products manufactured under the "Kaylo" brand. See *Declaration of David J. Gordon, President and Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day Pleadings, In re Paddock Enterprises, LLC*, No. 20-10028 (Bankr. D. Del. Jan. 6, 2020) [Dkt. 2] (the "Gordon Decl."), ¶ 7 (attached as Exhibit B). For purposes of this Motion, where appropriate, the term "Paddock" may refer to Paddock and/or its predecessor, Owens-Illinois, Inc.

Paddock resolved asbestos claims largely outside of the tort system, much like a bankruptcy trust.⁴ The data requests, themselves, are narrowly tailored to identify whether and the extent to which claimants settled with the Debtors without disclosing claims against and recoveries (actual or potential) from the Trusts or Paddock. This information is not only important to an estimate of the Debtors' asbestos liability, it is relevant to other purposes in these cases, including potential estimates of other recoveries received by creditors and the formulation and assessment of trust distribution procedures established to compensate claimants.

The Debtors have specifically tailored their request to be consistent with relief recently granted by this Court in DBMP. Indeed, the Debtors seek the same type of data from the Producing Parties, subject to the same anonymization, notice, and confidentiality requirements and the strict access and use restrictions approved in that case. The Debtors do seek data from a few additional sources than those identified in DBMP, but this is a function of the nature of the Debtors' products and is directly supported by the benefits that will be derived in these cases from access to that additional information.

For the forgoing reasons and others set forth herein, the requested discovery is necessary and appropriate and should be approved.

Jurisdiction

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

⁴ See id. at ¶ 10.

Background

2. On June 18, 2020, the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these cases can be found in the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. 27] and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Dkt. 29] (the "Tananbaum Declaration"), which declarations were filed on the petition date. On the petition date, the Debtors also filed the *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 5] (the "Informational Brief") to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these chapter 11 cases.

4. On December 14, 2020, the Debtors and the FCR filed a joint motion to (a) establish a bar date for certain asbestos personal injury claims asserted against either Debtor or its predecessors prior to the petition date and (b) approve a personal injury questionnaire to be submitted by those claimants who file a proof of claim [Dkt. 471].

5. On September 24, 2021, after several months of negotiations, the Debtors, their non-debtor affiliates Trane Technologies Company LLC and Trane U.S. Inc., and the FCR reached agreement on a Settlement Term Sheet and *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 832]. The proposed plan contemplates the establishment of a trust to resolve current and future asbestos claims that would be funded by an

"Initial Cash Funding" of \$540 million and a \$5 million promissory note. See Settlement Term Sheet at 2-6.

6. Also on September 24, 2021, the Debtors filed a motion [Dkt. 833], seeking a limited estimation proceeding with respect to certain asbestos-related claims based on disease manifesting before the petition date.

7. At a hearing held on January 27, 2022, the Court issued rulings: (a) to establish a bar date for mesothelioma claims asserted prior to the petition date; (b) requiring claimants who file a proof of claim on account of such claims to complete a personal injury questionnaire; and (c) approving a proceeding to estimate the Debtors' aggregate liability for current and future asbestos-related claims.

8. On April 4, 2022, the Court entered the *Order (I) Establishing a Bar Date for Certain Known Mesothelioma Claims, (II) Approving Proof of Claim Form, (III) Approving Notice to Claimants, and (IV) Granting Related Relief* [Dkt. 1093]. The Debtors, the ACC, and the FCR continue to negotiate forms of orders with respect to approval of the personal injury questionnaire and the estimation proceeding and, ultimately, will need to negotiate a case management order for the estimation proceeding. Accordingly, as of the date hereof, the Court has not entered orders granting relief with respect to such matters.

The Debtors' Experience in the Tort System Prior to These Chapter 11 Cases⁵

9. As explained in greater detail in the Debtors' first day filings, the Debtors never mined or used asbestos to manufacture products. Informational Br. at 1. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing

⁵ When discussing historical matters preceding the 2020 corporate restructuring that formed Aldrich and Murray, the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

components manufactured and designed by third parties. Id. Asbestos-related claims brought against Aldrich typically related to alleged exposure to asbestos from sealing products (i.e., gaskets and some packing) incorporated into Aldrich pumps and compressors. Id. at 1, 9. Generally, the asbestos used in such sealing product components was the chrysotile form of asbestos—a form of asbestos widely recognized as far less likely than other forms of asbestos (such as amphibole asbestos) to cause mesothelioma—and was encapsulated, which significantly reduced potential exposure to the asbestos fibers. Id. at 2-3, 9-10, 14-16. Aldrich largely eliminated the use of asbestos-containing components by the mid-1980s. Id. at 11.

10. Asbestos-related claims brought against Murray typically related to climate control, or HVAC equipment, and some boiler equipment. Id. at 3, 11-12. As with Aldrich, these claims largely concerned gaskets incorporated into Murray equipment. Id. In addition, a limited number of claims were asserted against Murray on account of boilers manufactured in the 1950s and earlier, which were jacketed externally with asbestos-containing products. Id. at 3, 12. Murray also largely eliminated asbestos-containing components from Murray equipment by the mid-1980s. Id.

11. The Debtors were served with their first asbestos complaints in the 1980s. Id. at 17. Until the early 2000s, the Debtors were not material asbestos defendants. Id. Together, Aldrich and Murray paid less than \$4 million to settle mesothelioma claims in the tort system from the mid-1980s through 2000. Id. at 4, 18. The primary payors of mesothelioma claims were instead the miners, sellers, and manufacturers of asbestos and asbestos-containing products, particularly the "big dusty" thermal insulation manufacturers, who, collectively, were paying hundreds of millions—if not billions—of dollars annually to resolve mesothelioma and other asbestos claims in the tort system. Id. at 4, 17-18. As these "big dusty" targets for asbestos

plaintiffs filed for bankruptcy protection and exited the tort system primarily in the early 2000s (the so-called "Bankruptcy Wave"), the Debtors experienced an immediate and permanent spike in their defense and indemnity costs. Id. at 18-20. Mesothelioma claims were by far the largest driver of these increased costs. Id. at 19. Over the four years before the petition date, the Debtors annually were paying to resolve mesothelioma claims 15 times what they paid to resolve such claims during the entire 15-year period prior to the Bankruptcy Wave. Id. at 20.

12. By the late 2000s, over 2,500 mesothelioma claims were being asserted against the Debtors annually. Id. at 5, 19. In 2019, Aldrich was pursued in roughly 80% and Murray was pursued in almost 60% of all mesothelioma claims estimated to have been brought in the tort system in the United States. Id. at 19. Given the nature of the Debtors' products and the thousands of other asbestos-containing products that were in the market, this extensive naming of the Debtors in mesothelioma claims is unsupportable. Id. at 5-7, 19, 32. The Debtors' records currently reflect in excess of 65,000⁶ asbestos-related claims as pending against them.

13. The Debtors believe that the explosion of the asbestos litigation against them was attributable, in substantial part, to the absence in the tort system of alternative defendants much more likely to have caused plaintiffs' diseases,⁷ and litigation practices that had evolved as a result of the absence of those defendants. See id. at 17-20. These litigation practices included,

⁶ On the petition date, the Debtors' records reflected a total of approximately 100,000 claims pending against them on various dockets in courts across the country. See Tananbaum Decl. ¶¶ 20, 42; Informational Br. at 3. Since that time, however, the Debtors have updated their claims database to reflect a large number of prepetition dismissals that were not yet posted in the Debtors' claims database at the time of the petition date. On April 4, 2022, the Debtors amended their schedules of assets and liabilities and statements of financial affairs to, among other things, reflect these changes in the Debtors' claims database. See Murray Dkts. 60 and 61; Aldrich Dkts. 1096 and 1097.

⁷ Plaintiffs asserting exposure to the Debtors' products on U.S. Navy ships, in industrial facilities, or in other commercial buildings were almost certainly exposed to a variety of alternative asbestos products. Informational Br. at 17. In light of the low potency of chrysotile and the minimal exposure risk attributable to gaskets and packing, it is much more likely that exposure to other potent, friable asbestos products was the cause of mesothelioma or other asbestos-related disease. Id.

among other things, the naming of the Debtors as defendants without a sufficient basis to do so and—of particular relevance to this Motion—a lack of transparency and disclosure of claimants' exposure to asbestos products of companies not participating in the tort system litigation. Id. at 20. The Debtors provide examples in the Informational Brief of cases where the Debtors have been subject to such practices. See id. at 20-29.

Relief Requested

14. By this Motion, the Debtors seek the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), authorizing the Debtors to issue subpoenas on the Producing Parties requesting the information described below with respect to the approximately 12,000⁸ Claimants.

15. The Debtors seek the following categories of information from the Trusts:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed against Trust;
- c. Date claim approved by Trust, if approved;
- d. Date claim paid by Trust, if paid;
- e. If not approved or paid, status of claim; and
- f. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.

16. In addition to the Manville Trust, the Debtors seek authority to issue the subpoenas seeking the information described above from DCPF and Verus with respect to the DCPF Trusts and Verus Trusts listed below.⁹

⁸ Because Owens-Illinois, Inc. stopped manufacturing asbestos-containing products in 1958, data for only a subset of the approximately 12,000 Claimants will be needed from Paddock, as many of the Claimants were unlikely to be exposed to asbestos prior to 1958.

⁹ By this Motion, the Debtors also seek authority to issue subpoenas directly to the Trusts themselves, in the event DCPF or Verus asserts that such subpoenas are necessary to secure production. The Debtors reserve

- a. DCPF Trusts:
 - i. Armstrong World Industries Asbestos Personal Injury Settlement Trust
 - ii. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
 - iii. Celotex Asbestos Settlement Trust
 - iv. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
 - v. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
 - vi. Flintkote Asbestos Trust
 - vii. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
 - viii. Pittsburgh Corning Corporation Asbestos PI Trust
 - ix. United States Gypsum Asbestos Personal Injury Settlement Trust
 - x. WRG Asbestos PI Trust

- b. Verus Trusts:
 - i. ACandS Asbestos Settlement Trust
 - ii. Combustion Engineering 524(g) Asbestos PI Trust
 - iii. G-I Holdings Inc. Asbestos Personal Injury Settlement Trust
 - iv. GST Settlement Facility
 - v. Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
 - vi. Quigley Company, Inc. Asbestos PI Trust
 - vii. T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
 - viii. Yarway Asbestos Personal Injury Trust

17. The Debtors seek essentially the same information from Paddock:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed or otherwise asserted;
- c. Jurisdiction and state of filing (if applicable);
- d. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- e. Date claim resolved, if resolved;
- f. Date claim paid, if paid; and
- g. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;

all rights to seek further discovery from other claims processing facilities, trusts, and other parties to the extent it becomes necessary and relevant in these cases.

- ii. Date(s) exposure(s) ended;
- iii. Manner of exposure;
- iv. Occupation and industry when exposed; and
- v. Products to which exposed.

18. The production of the data will be subject to the anonymization, notice, and confidentiality requirements, and strict access and use restrictions, set forth in the Proposed Order—substantially identical to those approved by the Court in DBMP.

Argument

A. The Requested Discovery Is Relevant to Estimation of the Debtors' Asbestos Liabilities and Effectuation of a Successful Plan and Is Appropriate and Necessary Under the Circumstances.

The Nature of the Discovery Sought is Relevant and Appropriate

19. The process of valuing the Debtors' present and future asbestos liabilities will be the cornerstone of these cases. And, whether in an estimation proceeding or confirming a plan, the Debtors will need to demonstrate to their constituencies and to this Court why the values proposed to fund a trust and compensate creditors are credible.

20. Based on arguments made in prior cases by similar constituencies, the Debtors anticipate asbestos claimants' representatives and experts to argue that the Debtors' settlement history is the only appropriate metric for estimating their present and future liabilities. The Debtors, however, contend that their prepetition settlement history is an improper basis upon which to estimate their aggregate liability for present and future asbestos claims.¹⁰ This is exactly the conclusion reached by the court in Garlock. Indeed, the Garlock court found that

¹⁰ See S. Elizabeth Gibson, Fed. Judicial Ctr., Judicial Management of Mass Tort Bankruptcy Cases at 97 (2005) (noting that if past settlements are proffered at estimation, debtor "should have the opportunity prior to a judicial estimation to establish the invalidity of past settlement values as a basis for valuing present and future claims"). Any attempt to equate settlements with expected liability also would violate the prohibition in Federal Rule of Evidence 408 on using settlements to "prove or disprove the validity or amount of a disputed claim."

"[t]he withholding of exposure evidence by plaintiffs and their lawyers was significant and had the effect of unfairly inflating the recoveries against Garlock" In re Garlock Sealing Techs. LLC, 504 B.R. 71, 86 (Bankr. W.D.N.C. 2014). The court further determined that "the practice was sufficiently widespread to render Garlock's settlements unreliable as a predictor of its true liability." Id. at 87. As a consequence of these and other factors, rather than value Garlock's present and future liabilities based upon past settlements, the court concluded that "[t]he best evidence of Garlock's aggregate responsibility [was] the projection of its legal liability that takes into consideration causation, limited exposure and the contribution of exposures to other products." Id. at 73.

21. In reaching its conclusions, the Garlock court relied heavily on information obtained from section 524(g) trusts. The Court determined that the claimants' failure to disclose exposure evidence impacted the debtor's historical claims resolutions, and that lack of disclosure is a material consideration when one is evaluating whether a debtor's settlement history could provide a reliable basis upon which to estimate that debtor's asbestos liability.

22. In Garlock, the court ordered certain trusts and trust sub-funds then handled by DCPF to produce data concerning claims made by approximately 11,000 mesothelioma claimants who had settled with Garlock between 1999 and 2010. See Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. Aug. 7, 2012) [Dkt. 2430] (attached as Exhibit C). The court ultimately relied on the data obtained through the trust discovery in finding the "startling pattern of misrepresentation" in cases Garlock had resolved before its petition. In re

Garlock Sealing Techs., 504 B.R. at 86. In part for this reason, the court rejected the claimant experts' reliance on Garlock's past settlements, concluding that the "settlement history data does not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94.

These findings were not based solely on evidence from 15 of Garlock's most significant cases where the court granted wide-ranging discovery, which revealed that "exposure evidence was withheld in *each and every one of them*." Id. at 84 (emphasis in original). The court also used the data from the trust discovery to find that, in hundreds of Garlock's cases, "the plaintiff's discovery responses conflicted with one of the Trust claim processing facilities or balloting in bankruptcy cases." Id. at 85-86. Based on this and other evidence, the court concluded "[i]t appears certain that more extensive discovery would show more extensive abuse." Id. at 86.

23. More recently in this jurisdiction, Judge Beyer in Bestwall and this Court in DBMP also have approved requests for trust discovery in those cases. See Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C. Feb. 17, 2022) [Dkt. 1340] (the "DBMP Order") (attached as Exhibit D); Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C. Mar. 24, 2021) [Dkt. 1672] (attached as Exhibit E). Judge Beyer ordered trust discovery after finding that the trust data were relevant to various purposes in the case, including "the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the debtor's asbestos liability," and "Dr. Bates' estimation of the debtor's liability." Transcript of Mar. 4, 2021 Hearing at 13, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C.) [Dkt. 1647] (excerpts attached as Exhibit F). Likewise, Judge Beyer

found that the trust data "will assist the debtor in developing its trust distribution procedures and evaluating those procedures proposed by the ACC and the FCR in their plan." Id.

24. In its ruling approving trust discovery in DBMP, this Court concluded, "I think it's relevant. Other courts have found that. . . . I think we've got information that is necessary and relevant to an estimation here." Transcript of Dec. 16, 2021 Hearing at 133, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C.) [Dkt. 1260] (excerpts attached as Exhibit G).¹¹ The Court expressly noted that "the fact that Judge Hodges relied on this heavily in his estimation decision, I think, accentuates both the relevance and the need for the information." Id. at 134. And, the DBMP Order specifically provides that the requested discovery seeks evidence that is "relevant and necessary" not only to estimation of the debtor's liability, but also to the effectuation of a plan:

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor's liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor's asbestos liability; the estimation of the Debtor's asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization

DBMP Order, ¶ 3.

¹¹ The Court further adopted Judge Beyer's ruling in Bestwall, subject to modifications to address certain privacy and similar concerns in response to rulings made by the District Court for the District of Delaware in connection with efforts to quash or modify the Bestwall trust discovery in that court:

I agree with Bestwall on this, as modified. I think we've got to bear in mind what Judge Connolly has done. So I'm inclined to grant this motion without the PII, effectively allowing the proposed keying with the, the relevant [information] so that it can be matched up when it comes back to the debtor, but anonymized when it's produced. . . . Basically, I'm adopting Judge Beyer's original ruling, but modified for the requirements that the district court has. . . . [E]ffectively, on the things other than the technical issues I'm foursquare with Judge Beyer on this.

Id. at 133-34.

25. The information requested is plainly relevant and necessary in these cases for the same reasons as in Bestwall and DBMP. These cases are moving towards an estimation hearing that will require the Court to determine whether the Debtors' prepetition settlements provide a reliable basis for estimating their aggregate liability. And, the Debtors have filed a plan for which trust distribution procedures must be formulated. Ultimately, any plan and trust distribution procedures must be approved by the Debtors' constituencies and the Court. The information that will be obtained through the requested discovery will be material to each of these efforts.

26. The "relevance and the need for the information" found by the Court in DBMP in light of the Garlock ruling is even more applicable in these cases given the significant overlap between the Debtors' asbestos litigation history and Garlock's. The majority of asbestos claims against the Debtors concern products (*i.e.*, gaskets) similar to those at issue in Garlock—indeed, Garlock was a substantial supplier of gaskets to the Debtors. See Informational Br. at 25-26. In fact, over three quarters of the mesothelioma claims filed against the Debtors in the decade prior to Garlock's petition date also were filed against Garlock. Id. at 22. And, 90% of the dollars associated with mesothelioma claims resolved by the Debtors during that same time period relate to claims that also were filed against Garlock. Moreover, as described in detail in the Informational Brief, based on the public record of the Garlock estimation proceeding, the Debtors already have identified examples where claimants failed to disclose to either Garlock or the Debtors alternative exposures during their tort cases. See id. at 23-29.

The Additional Sources of Information Beyond Those Requested in DBMP Are Appropriate as to These Debtors

Verus Trusts

27. The trust established in Garlock (the GST Settlement Facility) is managed by Verus. Verus also serves as the claims processing facility for a number of other large asbestos bankruptcy trusts, many of which have a history of substantial claiming and products, like the Debtors, used in industrial and commercial settings. For reasons specific to these Debtors, the Debtors seek the relevant data from the GST Settlement Facility and seven other of the 20 asbestos bankruptcy trusts whose claims are processed by Verus.

28. From the beginning of these cases, the Court has been informed of the similarities between the asbestos exposures alleged as to Aldrich and Murray and the products at issue in Garlock. Given those similarities, data from the GST Settlement Facility is particularly relevant to estimation of the Debtors' liabilities. Likewise, this information will be of tremendous use in regard to confirmation of any plan and associated trust distribution procedures. In light of the heightened relevance of Garlock-related data to these cases, the Debtors are requesting discovery of the same data from the GST Settlement Facility that they are seeking from the Manville Trust and the DCPF Trusts

29. In addition to the GST Settlement Facility, Verus serves as the claims processing facility for 19 other asbestos-related trusts. Although all of these trusts would have data relevant to these proceedings, there are at least seven such trusts that have substantial assets (and, hence, likely substantial claiming) and represent companies whose products, like the Debtors', were used primarily in industrial settings. As a result, there is a highly likely overlap of claiming with the Debtors. Further, the discovery of information from these seven Verus Trusts would provide much greater breadth in terms of the overall claiming patterns found so relevant in Garlock.

30. There are over 70 active asbestos bankruptcy trusts. Only 30 of those 70+ active trusts have received over \$300 million in total assets. The DCPF Trusts and the Manville Trust represent only 11 out of those 30. With the addition of the GST Settlement Facility and the seven other Verus Trusts requested here, the parties and the Court will benefit from trust claims data from 19 out of the 30 currently active trusts with more than \$300 million in assets. In sum, although the parties and the Court will only be provided with information from less than 30% of the active trusts, the requested discovery will capture over 60% of the active trusts with a substantial asset history. Collectively, the Manville Trust, the DCPF Trusts, and the Verus Trusts process claims for most of the prominent asbestos defendants whose liabilities derive—like the Debtors—predominantly from industrial settings. Discovery from this subset of the many asbestos trusts in operation will produce a more broad-based, comprehensive, sampling of key trust claim information that will lead to a more precise analysis of the Debtors' settlement history and, thus, a more reliable estimate of the Debtors' present and future liabilities.

Paddock

31. Likewise, the Debtors seek substantially the same data from Paddock, which is relevant in these cases for the same reasons that trust claims data is relevant. Paddock is the successor-by-merger to Owens-Illinois, Inc. See Gordon Decl., ¶ 7. Prior to filing for bankruptcy in 2020, Paddock was subject to claims alleging personal injuries and death from exposure to asbestos contained in products manufactured under the "Kaylo" brand between 1948 and 1958. Id. These were primarily pipe covering and block insulation products, which contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture. Id. Paddock historically resolved claims outside of the tort system, much like an asbestos trust. Id. at ¶ 10 ("In contrast to many other companies' pure litigation approach, however, most Asbestos

Claims are presented to the Debtor through a variety of administrative claims-handling agreements"). Because Paddock generally was not named in tort litigation, the Debtors have little, if any, visibility into whether claimants claimed exposure to Kaylo products and recovered on those claims from Paddock. This information is plainly relevant to any analysis of the Debtors' past settlements given that, prior to its recent bankruptcy, Paddock was "one of the only remaining solvent 'amosite' defendants." *Id.* Indeed, because of the relevance of this information, Bestwall recently issued a subpoena seeking similar information from Paddock.

B. The Requested Discovery Will Pose Minimal Burden and Will Protect Claimant Privacy.

32. As with the DBMP Order, the Debtors have limited their requests to information directly relevant to evaluating the extent to which claimants alleged, and sought recovery for, alternative asbestos exposures separately from their tort cases. These requests are designed to impose minimal burden on the Producing Parties. All of the information requested is maintained by these parties in database form and can be retrieved and produced using electronic searches, with minimal expense. As with virtually all sophisticated databases, the Producing Parties can access software that will quickly and easily compile the requested data fields after being provided with a list of claimants. The Debtors have further limited any burden on the Producing Parties by requesting data solely for claimants for whom the Debtors already have Social Security numbers. This will permit a simple matching protocol and will minimize the risk of false positive matches. In addition, as in DBMP, the Debtors' retained expert, Bates White, LLC ("Bates White"), will be charged with creating the "Matching Key" for the anonymization process further described below. And, the Debtors will reimburse reasonable costs associated with complying with the subpoenas, which the Debtors anticipate will be minimal.

33. Producing information of this nature creates minimal burden. For example, in Garlock, data requested from certain trusts and trust sub-funds then handled by DCPF was produced less than a month after the Court's order overruling certain objections was entered.¹² Similarly, during discovery relating to plan confirmation and estimation of non-mesothelioma claims, the Garlock court ordered the Manville Trust to produce asbestos exposure and medical data fields, as well as copies of certain medical and exposure records submitted to the Manville Trust, pertaining to over 90,000 Garlock non-mesothelioma claimants, a little more than a month after the order on that discovery was entered. *See Order Granting in Part and Denying in Part Debtors' Motion for Leave to Serve Subpoena on Manville Trust*, ¶ 5, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [[Dkt. 4721](#)] (attached as Exhibit I).

34. Moreover, the Proposed Order includes robust protections governing production of all requested data. These include the same anonymization, notice, and confidentiality requirements approved in DBMP. As a result of the anonymization protocol, including use of a numerical "Claimant Pseudonym" that Bates White will generate and assign to each claimant preproduction, no claimant identifying information (e.g., names, Social Security numbers, dates of birth) will be subject to production. The only claimant data that will be produced are the fields relevant to the Debtors' analysis (such as the dates of the claims, whether or not they were compensated, and available exposure information). This data will not be able to be tied to any individual absent access to the "Matching Key" created by Bates White. The Proposed Order further includes stringent confidentiality, access, and use restrictions for the data, including prohibitions on introducing claimant-specific data in the public record absent court order, and a requirement that the produced data be destroyed promptly after the bankruptcy case ends. And,

¹² Compare Exhibit F with GST-1601, Letter from Stephen M. Juris to Garland S. Cassada dated Sept. 5, 2012 (attached as Exhibit H).

the Proposed Order provides that only claimants who receive notice will have their data subject to production and data relating to *pro se* claimants will be excluded from production.

35. For all of the foregoing reasons, the requested discovery is properly tailored to the needs of these cases. The relevance of the requested information and the Debtors' need for it far outweigh any burden that may be imposed on the Producing Parties. In light of the central role that estimating the Debtors' present and future liabilities will play, and the importance of ensuring that any estimate is reasonable and reliable for the benefit of present and future claimants, the Debtors respectfully request that the Court grant the relief sought herein.

Notice

36. Notice of this Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the FCR; (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (e) DCPF and counsel to DCPF, as reflected in public filings; (f) Verus Claims Services, LLC; (g) Verus, LLC and counsel to Verus, LLC, as reflected in public filings; (h) Paddock and counsel to Paddock; (i) the Trusts; (j) the registered agents for the Trusts, where available; (k) counsel to the Trusts, as reflected in public filings or other public sources, where available; (l) counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their schedules of assets and liabilities and statements of financial affairs; and (m) the other parties on the Service List established by the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123]. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

37. No prior request for the relief sought herein has been made to this Court or any other court.

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

Dated: April 7, 2022
Charlotte, North Carolina

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ATTORNEYS FOR DEBTORS AND
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EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

<p>In re</p> <p>ALDRICH PUMP LLC, <i>et al.</i>,¹</p> <p style="padding-left: 40px;">Debtors.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 20-30608 (JCW)</p> <p>(Jointly Administered)</p>
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**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. ___] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the evidence presented, and the arguments

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors’ address is 800-E Beaty Street, Davidson, North Carolina 28036.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

of counsel at the hearing on this matter, the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein.

3. The Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
 - (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”)⁴ with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

4. The Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

of mesothelioma claims provide a reliable basis for estimating the Debtors' asbestos liability; the estimation of the Debtors' asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the "Permitted Purposes").

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a "Matching Key", which shall be a list (in electronic, text searchable format) of last names and Social Security numbers ("SSNs"), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) ("Old IRNJ"), or Murray's predecessor, the former Trane U.S. Inc. ("Old Trane") that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the "Claimants"), as well as a unique numerical pseudonym (the "Claimant Pseudonym") assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of the subpoenas authorized by this order (the "Service Date"), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each, a "Producing Party" and, collectively, the "Producing Parties"). Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. ("LAS"), and Ankura Consulting Group, LLC ("Ankura"), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts' databases, and Paddock shall identify the claimants in any claims database within Paddocks' possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the "Paddock Database"), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the "Matching Claimants"). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name ("executor," "deceased," "dec," etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., "Van" or "De") as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSN of claimants in the Trusts' databases or, in the case of Paddock, in the Paddock Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the "Meet and Confer List"). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

(as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtors (and the Debtors' Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants, whether pursuant to paragraph 7 or paragraph 8 (and this paragraph 9, as applicable), the Producing Parties shall notify the Matching Claimants' counsel of record that the relevant Trusts (or Paddock, as applicable) have received a subpoena from the Debtors. The notice from the Producing Parties shall state that the data associated with the Matching Claimants, as described in paragraphs 10 and 11 below (as applicable), will be produced if they do not file a motion to quash the subpoena in the court of compliance for the Producing Party by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Producing Party. The Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Producing Party is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation

because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the “Unnoticeable Claimants”). The Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim (or, in the case of Paddock, that asserted the claim on behalf of the claimant) and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Producing Parties to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtors and the Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party shall produce to the Debtors the data described in paragraph 10 or 11 below (as applicable), relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “Production Date”).

10. On or before the applicable Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF

and Verus, separately for each Trust) the following information pertaining to each Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Matching Claimant (to the extent the Paddock Database contains such information)

⁷ For the avoidance of doubt, the term “Matching Claimants” referenced in paragraphs 10 and 11 of this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

(the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);
- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

- a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a claimant-by-claimant basis, with data from the Debtors’ database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the "Confidential Data") shall be deemed "Confidential" pursuant to the *Agreed Protective Order Governing Confidential Information [Dkt. 345]* (the "Protective Order"). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party's Retained Expert (defined below) in these cases (collectively, the "Authorized Representatives"); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall

thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information

derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or

use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to **28 U.S.C. § 1746**, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d)

complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.
The Judge's signature and Court's seal appear
at the top of the Order.

United States Bankruptcy Court

EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
In re: : Chapter 11
: :
PADDOCK ENTERPRISES, LLC : Case No. 20-_____ (_____)
: :
Debtor.¹ :
: :
----- X

**DECLARATION OF DAVID J. GORDON, PRESIDENT
AND CHIEF RESTRUCTURING OFFICER OF THE DEBTOR, IN
SUPPORT OF CHAPTER 11 PETITION AND FIRST DAY PLEADINGS**

I, David J. Gordon, pursuant to **28 U.S.C. § 1764**, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the President and Chief Restructuring Officer of Paddock Enterprises, LLC (the “**Debtor**”). The Debtor is organized under the laws of the state of Delaware. I own and operate a management services business, DJG Services, LLC (“**DJG**”), through which I began working with the Debtor and its affiliates (collectively, the “**Company**”) as a real estate consultant in November 2019. Pursuant to a consulting contract between DJG and the Debtor’s predecessor, I have served as President and Chief Restructuring Officer of the Debtor since December 18, 2019. I am also the President and own 50% of DJO Services, LLC (“**DJO**”). DJO owns the equity interest in a number of currently non-operating companies that face asbestos personal injury litigation and provides management services to each of them. In addition, I am the President of Fraser Boiler Service, Inc., which is the Debtor in a chapter 11 case involving asbestos mass tort and related insurance issues, which is currently pending in the Western District of Washington. In

¹ The last four digits of the Debtor’s federal tax identification number are 0822. The Debtor’s mailing address is One Michael Owens Way, Perrysburg, Ohio 43551.

my personal capacity, I serve as Liquidating Trustee to the Oakfabco Liquidating Trust, as an independent director for two other companies, and as Director of Insurance and Litigation for a regional contractor in the Northwest. Prior to starting DJO in 2015, I served as a vice president, and then President and Chief Executive Officer (“**CEO**”) of The Flintkote Company (“**Flintkote**”) from 2000-2017, including through its chapter 11 bankruptcy. In my capacity as CEO of Flintkote, I also served as the CEO of the Plant Insulation Company from 2007-2012, including through its chapter 11 bankruptcy. I also currently serve as the trustee for the Flintkote Trust. From 1997-2003, I served in various capacities for Flintkote’s ultimate parent, Imasco Holdings Group, Inc., including as the President of Roy Rogers Restaurants and as President of MRO Mid-Atlantic Restaurants. Prior to that time, I served in senior counsel positions for Hardee’s Food Systems, Inc. from 1987-1997 and Burger King Corporation from 1980-1987. I am authorized to submit this declaration (the “**First Day Declaration**”) on behalf of the Debtor.

2. I am responsible for overseeing the day-to-day operations of the Debtor, as well as developing and managing the real estate business of its wholly owned, non-Debtor subsidiary, Meigs Investments, LLC (“**Meigs**”). As a result of my experience with the Debtor, my review of public and non-public documents (including the Debtor’s books and records), and my discussions with members of the Company’s management team, I am generally familiar with the Debtor’s business, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from Company employees, Company documents and/or the Debtor’s professionals. If called upon to testify, I would testify competently to the facts set forth in this First Day Declaration.

3. On the date hereof (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, **11 U.S.C. §§ 101-1330**, as amended (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of Delaware (the “**Court**”). The Debtor will continue to operate its business and manage its property as debtor-in-possession.

4. I submit this First Day Declaration on behalf of the Debtor in support of the Debtor’s (a) voluntary petition for relief and (b) “first-day” pleadings, which are being filed concurrently herewith (collectively, the “**First Day Pleadings**”). I have reviewed the Debtor’s petition and the First Day Pleadings, or have otherwise had their contents explained to me, and it is my belief that the relief sought therein is essential to avoid immediate and irreparable harm to the Debtor and to successfully maximize the value of the Debtor’s estate. References to the Bankruptcy Code, the chapter 11 process, and related legal matters are based on my understanding of such matters in reliance on explanations provided by, and the advice of, counsel.

5. The primary purpose of this case (the “**Chapter 11 Case**”) is to address and comprehensively resolve the Debtor’s legacy asbestos-related liabilities, which arise out of the production and distribution of certain asbestos-containing products by a former business unit of the Debtor’s predecessor from 1948 to 1958, when that business unit was sold. The Debtor intends to achieve this goal by promptly negotiating—and ultimately confirming—a plan of reorganization pursuant to sections 524(g) and 1129 of the Bankruptcy Code. The Debtor believes that creation of a section 524(g) trust would be the fairest and most expeditious way for the Debtor to ensure that holders of current and future Asbestos Claims (as defined below) are treated in a fair and just manner. The Debtor is confident that the tools and protections available in chapter 11 will facilitate negotiations that will ultimately result in a court-approved plan.

6. Part I of this First Day Declaration describes the Debtor’s historical asbestos-related liabilities and the events leading to the filing of this Chapter 11 Case. Part II provides an overview of the Debtor’s relevant corporate history and attributes, including the corporate modernization that it consummated on December 26-27, 2019. Part III sets forth relevant facts in support of the First Day Pleadings.

I. THE DEBTOR’S ASBESTOS-RELATED LIABILITIES AND EVENTS LEADING TO THE FILING OF THE CHAPTER 11 CASE

A. The Debtor’s Limited Asbestos Operations and Ongoing Claiming Activity

7. The Debtor is the successor-by-merger to Owens-Illinois, Inc., which previously served as the ultimate parent of the Company. The Debtor is annually subject to hundreds of claims and lawsuits alleging personal injuries and death from exposure to asbestos (“**Asbestos Claims**”) contained in products manufactured under the “Kaylo” brand between 1948 and 1958, which were primarily pipe covering and block insulation products. These products contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture, and had extremely limited applications, such as for high temperature piping in large industrial settings. As discussed further below, the Debtor’s predecessor sold its entire Kaylo business to Owens Corning Fiberglass Corporation (“**Owens Corning**”) in 1958 and has not manufactured or sold any Kaylo products since then. No other entities within the Company were ever involved in the production or sale of Kaylo products.

8. In April 1953, the Debtor’s predecessor entered into a five-year sales agreement covering Kaylo products with Owens Corning, which then began distributing the product line. Owens Corning subsequently purchased the Kaylo business in its entirety in April 1958 and, upon information and belief, owned and exclusively operated it until 1972. Owens Corning filed for chapter 11 protection in October of 2000 and confirmed its plan of reorganization with a section

524(g) trust in September of 2006. The Owens Corning 524(g) trust has been making payments on account of Kaylo-related asbestos claims since then.

9. Despite having only produced Kaylo products for a fraction of the total production window, the Debtor continues to fund an outsized share of tort recoveries. This situation arises in part because the section 524(g) trust system operates independently of the tort system, which allows for plaintiffs to recover from defendants in the tort system, collect their full damages, and then collect significant damages from trusts based on evidence they subsequently submit, even when it alleges exposure to the same product. It also arises because the cost of defending asbestos claims in the tort system has risen. The Debtor currently has approximately 900 personal injury lawsuits pending against it throughout the country, many of which are currently dormant in status. These lawsuits typically allege various theories of liability, including negligence, gross negligence and strict liability, and seek compensatory and, in some cases, punitive damages. Each lawsuit requires the Debtor to incur a range of tens to hundreds of thousands of dollars or more in attorneys' fees and costs alone.

10. In contrast to many other companies' pure litigation approach, however, most Asbestos Claims are presented to the Debtor through a variety of administrative claims-handling agreements ("**Administrative Claims Agreements**"). The Company long believed that it and its various stakeholders were best served by proactively managing its asbestos-related liabilities outside of the tort system through such agreements. This strategy has historically allowed the Debtor more predictability in managing risk and its annual asbestos-related financial obligations. However, the Company's ability to reasonably estimate and reserve for the Debtor's asbestos-related tort expenditures has been significantly affected by, among other factors, changes in claiming patterns; changes in the law, procedure, and asbestos docket management; and pressure

on settlement values driven by co-defendant bankruptcies, adverse tort system developments, and the Debtor's status as one of the only remaining solvent "amosite" defendants. These factors have also made Administrative Claims Agreements—at least on existing payment terms—difficult to maintain, and therefore less reliable to the Debtor.

11. The Company has for many years conducted an annual comprehensive legal review of its asbestos-related tort expenditures in connection with finalizing its annual results of operations in its public filings. Beginning in 2003, the Company had been estimating its asbestos-related tort expenditures based on an analysis of how far in the future it could reasonably estimate the number of claims it would receive, which was several years. In April 2016, the Company adjusted its method for estimating its future asbestos-related tort expenditures in compliance with accounting standards codification ("ASC") 450, *Contingencies*. With the assistance of an external consultant, and utilizing a model with actuarial inputs, the Company developed a new method for reasonably estimating its total asbestos-related tort expenditures, which made several adjustments to consider the probable losses for Asbestos Claims not yet asserted, as well as related costs it could properly include in its estimate.

12. Although the Company did not record any additional asbestos-related charges at the end of 2016 or 2017, as of December 31, 2018, the revised methodology led the Company to (i) conclude that a charge of \$125 million was necessary, which produced a year-end accrual of \$602 million for reasonably probable asbestos-related tort expenditures and (ii) estimate that reasonably possible losses could result in asbestos-related tort expenditures up to \$722 million (both stated in nominal dollars). The Debtor believes that, although the established reserves are appropriate under ASC 450, its ultimate asbestos-related tort expenditures cannot be known with certainty because, among other reasons, the litigation environment in the tort system has

deteriorated generally for mass tort defendants and Administrative Claims Agreements are becoming less reliable.

13. What is certain is the incredible disparity between what the Debtor has historically paid, and is now being asked to pay, for Asbestos Claims, given the extent of its historical asbestos-related operations. As of September 30, 2019, the Debtor had disposed of over 400,000 Asbestos Claims, and had incurred gross expense of approximately \$5 billion for asbestos-related costs. In contrast, its total Kaylo sales for the 10-year period in which it sold the product were approximately \$40 million. Asbestos-related cash payments for 2018, 2017, and 2016 alone were \$105 million, \$110 million, and \$125 million, respectively. Although these cash payments show a modest decline, the overall volume and claimed value of Asbestos Claims asserted against the Debtor has not declined in proportion to the facts that (i) over 60 years have passed since the Debtor exited the Kaylo business, (ii) the average age of the vast majority of its claimants is now over 83 years old, (iii) these demographics produce increasingly limited opportunities to demonstrate legitimate occupational Kaylo exposures, and (iv) other recoveries are available from trusts established by other asbestos defendants. Rather, increasing settlement values have been demanded of the Debtor. And because the Debtor has settled or otherwise exhausted all insurance that might cover Asbestos Claims, it must satisfy all asbestos-related expenses out of Company cash flows.

14. For years, the Debtor has paid more for its Asbestos Claims than its industry peers whose liabilities are paid by section 524(g) trusts. This is principally due to the inherent differences between the tort system and section 524(g) trust distribution procedures. The procedural and legal differences even among different jurisdictions in the tort system—such as joint-and-several liability—allow these disparities to exist in the extreme, which usually results in

the Debtor paying different claim amounts to otherwise similarly-situated plaintiffs. This situation is neither fair to the Company and its stakeholders nor to asbestos claimants.

15. The Debtor remains committed—as it has since the first Asbestos Claim brought against it—to fairly and equitably compensating claimants who are ill and have legitimate exposure to Kaylo products that the Debtor’s predecessor last manufactured more than 60 years ago. However, because the Company continues to face claims that increase in value, despite the fact that one would reasonably expect claims arising from the relevant manufacturing period to tail off and become more difficult to prove, the Debtor has concluded—consistent with the Company’s overall strategy of rationalizing and streamlining expenses—that the best path for fairness, certainty, and finality is only available through this Chapter 11 Case.

B. Engagement of Professionals

16. In order to explore potential alternatives to the status quo, the Debtor engaged its outside counsel, Latham & Watkins LLP (“**Latham**”), to assist it in evaluating a number of strategic options. It also retained Bates White LLC (“**Bates White**”) to provide estimation-related guidance with respect to its Asbestos Claims. The Debtor believes that guidance from both Latham and Bates White will assist it in reaching a consensual resolution in this Chapter 11 Case.

17. As part of this exploratory effort and to facilitate the implementation of a potential chapter 11 strategy if and when authorized to do so, the Debtor also entered into an engagement letter with James L. Patton, Jr. of Young, Conaway, Stargatt & Taylor, LLP (“**Young Conaway**”) on October 30, 2019 to serve as a proposed future claims representative (the “**Proposed FCR**”) to represent the interests of individuals who may assert Asbestos Claims in the future. The Debtor chose the Proposed FCR after interviewing and considering several qualified candidates, ultimately selecting James Patton based upon his qualifications and experience. The Proposed FCR retained Young Conaway as counsel and Ankura Consulting Group LLC as claims analyst to

provide advice in connection with such representation. Together with his advisors, the Proposed FCR initiated an extensive diligence process into the Debtor's Asbestos Claims, subject to a confidentiality agreement. The Debtor has worked constructively with the Proposed FCR and his advisors throughout this process by producing over 1,600 pages of documents and written responses to his information requests, as well as by attending in-person and telephonic diligence meetings, among other things.

18. The Debtor intends to seek the appointment of Mr. Patton as the future claimants' representative in connection with this Chapter 11 Case. Given the knowledge of the Debtor's business and Asbestos Claims that Mr. Patton has gained during the prepetition diligence process, the Debtor believes his appointment will result in efficiencies that benefit creditors and the estate.

C. Ultimate Decision to File for Chapter 11

19. Managing Asbestos Claims has always been a mix of legal art and science and something on which the Debtor has prided itself. The laws and the circumstances, however, have changed over time and the Debtor is no longer confident that it can appropriately and reliably manage these claims outside of a chapter 11 process. In contrast, the large number of asbestos defendants that have successfully navigated chapter 11 and confirmed section 524(g) plans (none of whom exited asbestos-related manufacturing over 60 years ago or have the Debtor's uniquely limited cohort of claimants) leads the Debtor to be confident that it too can reach a successful resolution as to its Asbestos Claims in chapter 11.

20. Thus, after extensive discussions with its advisors, the Debtor determined that commencement of this Chapter 11 Case would best position it to obtain certainty and finality in its funding obligations, in a manner that is fair and just to current and future asbestos claimants, and is in the best interests of the Debtor's estate and stakeholders. Accordingly, on January 5, 2020, the Debtor's board of managers authorized the filing of this Chapter 11 Case.

21. Based on my experience, I believe that chapter 11 provides the only avenue for all of the Asbestos Claims asserted, and to be asserted, against the Debtor to be comprehensively addressed in a single forum under a process that fosters integrity through application of the rules of evidence and the rule of law. It will avoid the unending process inherent in the state court system and, perhaps more importantly, avoid the risk that some claimants who are otherwise similarly-situated may fare better than others, based only on when their claim is asserted, where, and by which law firm. In short, chapter 11 will provide the Debtor with the statutory framework and tools necessary to finally and fairly resolve its liability for Asbestos Claims, while unlocking the growth potential for the Company and its businesses, and for the benefit of all stakeholders.

II. THE DEBTOR'S RELEVANT CORPORATE HISTORY AND ATTRIBUTES

A. The Debtor's Organizational Structure

22. There is one Debtor in this case. The Debtor was incorporated in Delaware in 2019 and maintains its headquarters in Perrysburg, Ohio. The Debtor has one operating subsidiary, Meigs. As shown in the simplified corporate organization chart attached as Exhibit A and as described in further detail below, the Debtor is a direct, wholly owned subsidiary of O-I Glass, Inc. ("**Current Parent**"). Current Parent is a public company with shares traded on the New York Stock Exchange. Current Parent holds 100% of the interests in Owens-Illinois Group, Inc. ("**O-I Group**"), which in turn directly or indirectly holds all of the Company's subsidiaries other than the Debtor and Meigs.

23. The Company is the largest manufacturer of glass container products in the world, with 78 glass manufacturing plants in 23 countries. The Company's principal product lines are glass containers for alcoholic beverages, including beer, flavored malt beverages, spirits and wine, a variety of food items, soft drinks, teas, juices and pharmaceuticals. The Company's segments include Europe, the Americas and Asia Pacific. It also provides engineering support for its glass

manufacturing operations through facilities located in the United States, Australia, France, Poland and Peru. As of December 31, 2019, the Company employed approximately 27,500 individuals worldwide.

B. Corporate Modernization Transaction

24. Recognizing that, within its corporate structure, the Company's asbestos-related liability was located at the level of the Debtor's predecessor, Owens-Illinois, Inc., the Company underwent a corporate restructuring pursuant to section 251(g) of the Delaware General Corporation Law (the "**Corporate Modernization Transaction**") in December 2019. The Company undertook the Corporate Modernization Transaction to structurally separate the legacy liabilities of the Debtor's predecessor, Owens-Illinois, Inc., from the active operations of Owens-Illinois, Inc.'s subsidiaries, while fully maintaining the Debtor's ability to access the value of those operations to support its legacy liabilities. I understand that, as a result of the Corporate Modernization Transaction, Owens-Illinois, Inc. ceased to exist for corporate purposes under Delaware law and two new entities were created: (i) the Debtor, into which Owens-Illinois, Inc. merged, and (ii) Current Parent, which became the Company's new publicly traded parent. I understand that, for all U.S. federal tax purposes, Current Parent is treated as a continuation of Owens-Illinois, Inc. In addition, (x) certain assets of Owens-Illinois, Inc., which became assets of the Debtor as a matter of law upon the Merger (as defined below), were distributed as a dividend to Current Parent, (y) certain obligations of Owens-Illinois, Inc., which became obligations of the Debtor by operation of Delaware law upon the Merger, were assumed by Current Parent, and (z) Debtor and Current Parent entered into a Support Agreement and a Services Agreement providing the Debtor with corporate and other shared services. These steps are further described below.

25. First, Owens-Illinois, Inc. undertook a holding company reorganization under the General Corporation Law of the State of Delaware, pursuant to which Owens-Illinois, Inc. formed

Current Parent as a direct, wholly owned subsidiary. Current Parent then formed the Debtor to serve as a merger subsidiary. Pursuant to an agreement and plan of merger (the “**Merger Agreement**”), Owens-Illinois, Inc. merged with and into the Debtor, with the assets and liabilities of Owens-Illinois, Inc. vesting in the Debtor as the surviving entity (the “**Merger**”) by operation of Delaware law. Upon the effectiveness of the Merger, each share of Owens-Illinois, Inc. stock held immediately prior to the Merger automatically converted into a right to receive an equivalent corresponding share of Current Parent stock, having the same designations, rights, powers and preferences and the qualifications, limitations, and restrictions as the corresponding share of Owens-Illinois, Inc. stock being converted. After the Corporate Modernization Transaction, Owens-Illinois, Inc.’s stockholders became stockholders of Current Parent.

26. In connection with the modernization, the Debtor distributed all of the shares of capital stock of O-I Group to Current Parent, and entered into an Assumption and Assignment Agreement through which certain contracts of Owens-Illinois, Inc. (including employee benefits plans) that the Debtor succeeded to as a result of the Merger by operation of Delaware law, were assigned to Current Parent (the “**Distribution**”). In connection with and prior to the Distribution, Current Parent entered into the Support Agreement with the Debtor, which is designed to ensure that the Debtor remains solvent, and a Services Agreement, which maintains the Debtor’s access to generalized corporate services and resources.

27. The Company undertook the Corporate Modernization Transaction to further its strategy of improving the Company’s operating efficiency and cost structure, while ensuring the Debtor remains well-positioned to address its legacy liabilities. The Debtor believes that the corporate structure resulting from the Corporate Modernization Transaction aligns with the Debtor’s goal of resolving its legacy liabilities fairly and finally, in a way that maximizes value

for all parties. The Corporate Modernization Transaction also helped ensure that the Debtor has the same ability to fund the costs of defending and resolving present and future Asbestos Claims as Owens-Illinois, Inc. did, through Debtor's retention of (i) its own assets to satisfy these claims and (ii) access to additional funds from the Company through the Support Agreement. In short, the Corporate Modernization Transaction made good sense on a standalone, operational basis, and was also consistent with any bankruptcy strategy the Debtor might undertake.

C. Support Agreement

28. As part of the Corporate Modernization Transaction, Current Parent entered into a support agreement with the Debtor (the "**Support Agreement**"), a true and correct copy of which is attached as Exhibit B. The Support Agreement is not a loan agreement. Instead, without any corresponding repayment obligation by the Debtor, it requires Current Parent to provide funding for all "Permitted Uses", subject to the terms of the Support Agreement. The key objective of the Support Agreement is to ensure that the Debtor has the same ability to fund the costs of managing and paying Asbestos Claims as Owens-Illinois, Inc., which funded asbestos-related liabilities out of cash funded from its subsidiaries.

D. Services Agreement

29. In connection with the Corporate Modernization Transaction and to ensure that the Debtor has access to the necessary resources and services to operate its business, the Debtor and Current Parent entered into a services agreement (the "**Services Agreement**"), pursuant to which Current Parent provides the Debtor with certain centralized corporate and administrative services, including, but not limited to, legal, accounting, tax, human resources, information technology, risk management and other support services (including information retention and records management) as are necessary to operate the Debtor's business and support its operations (including any needed

support of Meigs) (the “**Services**”). The Debtor is invoiced quarterly, on an allocated basis, for Services expenses based on a projected annual budget, which is trued-up at the end of each year based on actual costs. Amounts due under the Services Agreement are included as Permitted Uses under the Support Agreement.

E. The Debtor’s Business Operations and Assets

30. The Debtor’s business operations are exclusively focused on (1) owning and managing certain real property and (2) owning interests in, and managing the operations of, its non-Debtor subsidiary, Meigs, which is developing an active real estate business. In addition, the Debtor is responsible for managing its historical asbestos and environmental liabilities through resources available under the Services Agreement and outside advisors. In addition to amounts due under the Services Agreement, the Debtor also incurs certain direct costs related to independent director fees, consulting costs, legal fees, and other charges. The Debtor has no employees.

31. The Debtor owns one parcel of real property in Lapel, Indiana, on which an affiliate owns and operates a glass manufacturing plant (the “**Lapel Property**”). The Debtor acquired the Lapel Property from Owens-Brockway Glass Container Inc. (“**OBGC**”) prior to the Petition Date and leased it back to OBGC under a 15-year triple net lease, subject to renewal (the “**Ground Lease**”). The Ground Lease is expected to generate net rents totaling approximately \$110,000 in annual revenue. In connection with the sale and leaseback of the Lapel Property, the Debtor obtained an appraisal and capitalization rates from CBRE. The Debtor intends to manage and derive revenue from the Ground Lease business during the Chapter 11 Case and after emergence.

32. In addition to the Ground Lease, through Meigs, the Debtor holds one property and is under contract to purchase another property, both subject to triple-net leases of quick-service

restaurants with national, third-party quick-service restaurant brands (the “**Existing Properties**”). The Existing Properties are expected to generate net rents totaling approximately \$216,000 in revenue in 2020, subject to increase in later years. In connection with owning and managing the Existing Properties, Meigs (as directed by the Debtor, as its sole member) performs the various tasks associated with its property management business, including periodic inspections of the properties for compliance with lease terms, management of tenants’ lease obligations such as tax, common area charges and insurance, and resolving disputes, if any. The Debtor will continue to assess opportunities to expand Meigs’ portfolio to provide income and asset value growth to its real estate business during the Chapter 11 Case.

33. In addition to these assets, the Debtor held approximately \$40.6 million in cash in its bank account as of the Petition Date. These funds derived from a combination of (i) an initial payment under the Support Agreement and (ii) additional cash left behind at Owens-Illinois, Inc. in the Corporate Modernization Transaction, which became cash of the Debtor upon the Merger. The Debtor may also hold *de minimis* other assets to which it became entitled as a matter of Delaware law pursuant to the Merger.

F. Debtor’s Capital Structure and Liabilities

34. As noted above, the Debtor is a wholly owned subsidiary of Current Parent. The Debtor has no funded debt as of the Petition Date. The Debtor’s most significant liabilities relate to its Asbestos Claims (as discussed in greater detail in Part I.A above). The Debtor also has legacy environmental liabilities (which are dwarfed by asserted Asbestos Claims) and has *de minimis* other contested prepetition liabilities arising from pending non-asbestos-related litigation.

35. Environmental Liabilities. The Debtor has historical environmental liabilities related to, among other things, Owens-Illinois, Inc.’s prior operation of certain facilities, including,

but not limited to, in Ohio, Kentucky, Connecticut, New Jersey, and Georgia. The Debtor's liabilities with respect to these facilities relate to penalties for site closures, remediation expenses, exposure for cleanup of contamination, and alleged noncompliance with regulations. The Debtor also has liabilities associated with Owens-Illinois, Inc.'s involvement in a number of other administrative and legal proceedings regarding the responsibility for the cleanup of hazardous waste or damages claimed to be associated with it and with Owens-Illinois, Inc.'s involvement in some minor claims for environmental remediation of properties sold to third parties.

III. FIRST DAY PLEADINGS²

36. To preserve value for all stakeholders, the Debtor has sought approval of the First Day Pleadings and related orders (the "**Proposed Orders**"), and respectfully requests that the Court consider entering the Proposed Orders granting such First Day Pleadings. The Debtor seeks authority, but not direction, to pay amounts or satisfy obligations with respect to the relief requested in any of the First Day Pleadings.

37. I have reviewed each of the First Day Pleadings, Proposed Orders, and exhibits thereto (or have otherwise had their contents explained to me), and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. Moreover, I believe that the relief sought in each of the First Day Pleadings (a) is vital to enabling the Debtor to make the transition to, and operate in, chapter 11 with minimum interruptions and disruptions to its business or loss of value and (b) constitutes a critical element in the Debtor's being able to successfully maximize value for the benefit of its estate.

² Unless otherwise defined herein, all capitalized terms in this Section shall have the meanings ascribed to them in the applicable First Day Pleadings.

A. Motion to Limit Notice and Approve Notice Procedures³

38. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor seeks entry of interim and final orders (i) authorizing the Debtor to file a list of the top 24 law firms with the most significant Asbestos Claimant (as defined in the Motion to Limit Notice and Approve Notice Procedures) representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the holders of the top 20 largest unsecured claims; (ii) approving the implementation of notice procedures by which the Debtor shall (a) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor's creditor matrix and (b) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such notices, mailings, and other communications directly to the Asbestos Claimants themselves (the "**Notice Procedures**"); and (iii) granting related relief.

1. List of 24 Law Firms with the Most Significant Asbestos Claimant Representations

39. As described herein, the Debtor is currently subject to Asbestos Claims presented to the Debtor through Administrative Claims Agreements and is also named as a defendant in pending Asbestos Claim litigation. The vast majority of the Debtor's known creditors are Asbestos Claimants. As a result, the Debtor anticipates that the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") will appoint an official committee of asbestos claimants to represent the interests of the Asbestos Claimants in the Chapter 11 Case. The Debtor does not

³ "**Motion to Limit Notice and Approve Notice Procedures**" means the *Motion of Debtor for Entry of Interim and Final Orders (I) Authorizing the Filing of a List of the Top 24 Law Firms Representing Asbestos Claimants, (II) Approving Certain Notice Procedures for Asbestos Claimants, and (III) Granting Related Relief.*

expect that the U.S. Trustee will also seek to appoint a separate official committee comprised solely of holders of non-asbestos claims against the Debtor as the Debtor has relatively few unsecured creditors compared to the number of Asbestos Claimants.

40. I do not believe that listing individual Asbestos Claimants with the largest unsecured claims against the Debtor would facilitate the U.S. Trustee's appointment of an asbestos claimants creditors' committee. I believe attempting to designate certain individual Asbestos Claimants as holding the "largest" unsecured claims would be arbitrary. The vast majority of pending Asbestos Claims are disputed, contingent, and/or unliquidated and therefore would be incredibly difficult to value. I therefore believe that providing the U.S. Trustee with a list of the top 24 law firms with the most significant Asbestos Claimant representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the 20 largest unsecured claims against the Debtor would better assist the U.S. Trustee in forming such a committee.

41. I understand that most Asbestos Claimants present Asbestos Claims to the Debtor through Administrative Claims Agreements. The Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs' law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Accordingly, in order to identify the top plaintiffs' firms, the Debtor reviewed historical data of which firms have submitted the highest volume of Asbestos Claims and have resolved the highest value of Asbestos Claims in the past 10 years. In addition to listing the law firms with the most significant Asbestos Claimant representations as determined by volume and value of payments, I understand that the Debtor also included any law firms representing Asbestos

Claimants with any unpaid but liquidated Asbestos Claims in excess of \$200,000 as of the Petition Date.

2. *The Asbestos Claimant Notice Procedures*

42. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor also seeks to implement the Notice Procedures by which the Debtor will (i) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor's creditor matrix and (ii) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such communications directly to the Asbestos Claimants themselves.

43. I understand that the Debtor does not routinely receive individual address information for Asbestos Claimants in Asbestos Claim litigation or under Administrative Claims Agreements, and therefore does not track or retain such information. As described above, for claims submitted under the Administrative Claims Agreements, the Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs' law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Further, the Debtor rarely receives contact information for such Asbestos Claimants pursuant to Administrative Claims Agreements.⁴ For Asbestos Claims pending in the tort system, the Debtor tracks the Asbestos Claimant's name, but ordinarily the pleadings and

⁴ I understand that the Debtor does have some identifying personal information about certain Asbestos Claimants for certain settled-but-unpaid claims existing as of the Petition Date, as well as some submitted Asbestos Claims that remain unresolved as of the Petition Date. However, the Debtor generally is not given and does not have contact information for such Asbestos Claimants.

publicly available discovery materials do not contain identifying contact information for such plaintiffs.

44. Instead, I understand that the Debtor typically tracks the address information of the counsel and/or law firm of record for the Asbestos Claimants in the tort system and named counsel party to the Administrative Claims Agreements, and conducts all communications regarding the related litigation and/or pending claims and Asbestos Claims through such counsel. Collecting the individual addresses of the Asbestos Claimants, I believe, would require a massive, expensive and time-consuming effort, including a search beyond the Debtor's existing books and records. Even if the Debtor did undergo this effort, I believe that it would likely be near impossible to locate and ensure the accuracy of such information for each Asbestos Claimant. As a result, the Debtor requests authority to list the addresses of the counsel of record for each Asbestos Claimant and named counsel under the Administrative Claims Agreements instead of the addresses of individual Asbestos Claimants on the Debtor's creditor matrix.

45. In addition, I understand that throughout the course of the Chapter 11 Case, various notices, mailings, and other communications will need to be sent to the Asbestos Claimants. In order to ensure that these claimants receive proper and timely notice of filings and critical events in the Chapter 11 Case, the Debtor requests authority to direct Prime Clerk, LLC, the Debtor's proposed claims and noticing agent (the "**Claims and Noticing Agent**"), to send required notices, mailings, and other communications to the counsel of record for the Asbestos Claimants and named counsel under the Administrative Claims Agreements, in the manner required pursuant to otherwise applicable noticing procedures in effect in the Chapter 11 Case, *provided* that the Debtor will (or will direct the Claims and Noticing Agent to) send required notices, mailings, and other communications directly to any Asbestos Claimants who so request such direct notice from the

Debtor in writing. As to those Asbestos Claimants, if any, whose personal addresses are known to the Debtor, the Debtor shall send required notices, mailings, and other communications related to the Chapter 11 Case to such Asbestos Claimants at their personal addresses, as well as to their known counsel. Additionally, for those law firms representing multiple Asbestos Claimants (including those law firms party to the Administrative Claims Agreements), the Debtor seeks authorization to serve each document only a single time on such law firms (at each relevant address) on behalf of all such counsel's clients, *provided* that any notice or other document relating specifically to one or more particular Asbestos Claimants (rather than all Asbestos Claimants represented by such law firm) shall clearly identify such parties.

46. I believe that by implementing the Notice Procedures, the actual notice that Asbestos Claimants will receive via their counsel will be superior to the notice that the Asbestos Claimants would receive if the Debtor were to attempt to deliver notices and other communications directly to such claimants. In addition, I understand that the address for counsel to the Asbestos Claimants is more likely to remain unchanged over time, and hence providing notice to the counsel of record will allow for more accurate notice to Asbestos Claimants. Moreover, I believe that the Notice Procedures will also significantly ease the Debtor's administrative burden of sending notices to thousands of Asbestos Claimants, resulting in a more cost-effective notice procedure that benefits the Debtor's estate and creditors.

B. Claims Agent Retention Application⁵

47. Pursuant to the Claims Agent Retention Application, the Debtor is seeking entry of an order appointing Prime Clerk, LLC ("**Prime Clerk**"), as claims and noticing agent in the

⁵ "**Claims Agent Retention Application**" means the *Application of Debtor for Appointment of Prime Clerk LLC as Claims and Noticing Agent*.

Chapter 11 Case, effective as of the Petition Date, to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Case. It is my understanding that the Debtor's selection of Prime Clerk to act as the Claims and Noticing Agent has satisfied the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, in that the Debtor has obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, I understand that, based on all engagement proposals obtained and reviewed, Prime Clerk's rates are competitive and reasonable given Prime Clerk's quality of services and expertise.

48. Although the Debtor has not yet filed its schedules of assets and liabilities, it anticipates that there will be in excess of 200 entities to be noticed. In view of the number of anticipated claimants, I understand that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f), and I believe that it is otherwise in the best interests of both the Debtor's estate and its creditors.

C. Cash Management and Services Agreement Motion⁶

1. The Cash Management System

49. I understand that the Debtor maintains a bank account (the "**Bank Account**") at Fifth Third Bank (the "**Bank**"), into which all rent payments received pursuant to the Ground Lease are deposited, and which serves as the Support Account into which the proceeds of all payments made pursuant to the Support Agreement are deposited. I have been informed that, as of the Petition Date, the Bank Account holds approximately \$40.6 million in cash, derived from

⁶ "**Cash Management and Services Agreement Motion**" means the *Motion of Debtor for Entry of Interim and Final Orders Authorizing Debtor to (I) Maintain Cash Management System, Bank Account, and Business Forms, (II) Perform Under Services Agreement, and (III) Granting Related Relief.*

(i) an initial payment under the Support Agreement and (ii) additional cash left behind at Owens-Illinois, Inc. in the Corporate Modernization Transaction, which became cash of the Debtor upon the Merger. Additionally, I understand that, pursuant to the Support Agreement, Current Parent is required to make available funding to maintain a balance of at least \$5 million in the Bank Account. All proceeds from the Debtor's operations (and funding provided pursuant to the Support Agreement) are deposited into the Bank Account, and all disbursements, including checks, drafts, wires, and automated clearing house transfers, are issued from the Bank Account. The Bank Account was established in connection with the Corporate Modernization Transaction and it is my understanding that the Debtor has never held a bank account other than the Bank Account.

50. The Debtor may use a variety of preprinted business forms, including checks, letterhead, correspondence forms, invoices, and other business forms in the ordinary course of business (collectively, and as they may be modified from time to time, the "**Business Forms**"). To avoid a significant disruption to the Debtor's operations that would result from a disruption of the Debtor's cash management system (the "**Cash Management System**"), and to avoid unnecessary expense, the Debtor is requesting authority to continue using all Business Forms in use before the Petition Date, including with respect to the Debtor's ability to update authorized signatories and services, as needed—without reference to the Debtor's status as a chapter 11 debtor-in-possession—rather than requiring the Debtor to incur the expense and delay of ordering or printing new Business Forms. I understand that the Debtor will use reasonable efforts to have the designation "Debtor-in-Possession" and the corresponding bankruptcy case number printed on any Business Forms reordered after the Debtor exhausts its existing supply.

51. I have been informed that the Debtor incurs periodic service charges and other fees in connection with maintenance of the Cash Management System (the "**Bank Fees**"). The Bank

Fees are paid monthly and are automatically deducted from the Bank Account as they are assessed by the Bank. As of the Petition Date, I believe that any Bank Fees outstanding are *de minimis*.

2. *The Services Agreement*

52. I believe that the Services Agreement is of vital importance to the Debtor as without the Services Agreement, the Debtor (which does not have any of its own employees, much less the infrastructure to support its back-office requirements) would be unable to perform basic legal, finance, corporate, administrative, and other tasks necessary to support its business operations. The Services Agreement allows the Debtor to operate its treasury system, maintain its books and records, and comply with applicable tax requirements. Under the Services Agreement, the Debtor also has access to certain critical employees with historical knowledge relating to the defense and management of the Debtor's asbestos liabilities, and expertise relating to such matters. Accordingly, I believe that Current Parent's (and/or its affiliates') provision of services to the Debtor under the Services Agreement results in efficiencies and saved costs.

53. Pursuant to the Services Agreement, the Debtor (together with Meigs and any future subsidiaries that the Debtor may form, each a "**Service Recipient**") is eligible to receive one or more services (collectively, the "**Services**") from Current Parent (together with its subsidiaries other than the Debtor and its subsidiaries, each a "**Service Provider**") set forth in Exhibit A of the Service Agreement, which are incorporated by reference herein, on an as-needed basis.⁷ The Services Agreement includes the following key financial terms:⁸

- **Service Fees**. Each Service will be provided to Service Recipient at Service Provider's Cost (as defined below), as determined by Current Parent in its

⁷ Current Parent may also, in its sole discretion, engage or otherwise subcontract with third parties to assist with the performance of any Services under the Services Agreement.

⁸ The summary contained herein is qualified in its entirety by the provisions of the Services Agreement. To the extent that anything in this Declaration is inconsistent with the terms of the Services Agreement, the Services Agreement will control.

reasonable discretion, in accordance with Exhibit B to the Services Agreement. The term “**Cost**” represents the direct cost to provide a Service. The intent is to assign to the Service all direct costs, including direct labor, direct supervision, benefits, travel and related costs, service-related training, and any direct third-party costs incurred to provide the Service. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

- Billing. Current Parent will determine by line item in Exhibit A to the Services Agreement the projected cost of Services to be provided in the calendar year, and will deliver this projection to the Debtor on or before March 1 of such calendar year and every year thereafter. Once agreed, the sum total of these projected costs will be charged to the Debtor in advance in four equal quarterly installments. At the conclusion of each year, Current Parent will determine the actual cost of the Services provided during the year and provide a comparison to the projected costs to the Debtor by March 1 of the following year. Once agreed, any differences between the actual costs and the projected costs charged during the year will be credited or charged, as applicable, to the Debtor on the first quarterly invoice billed in the following year.
- Change Requests and Amendments. If Current Parent or the Debtor desires a change in the scope of the Services, the party requesting the change will submit a written request for change of Service (the “**Change Request**”). Within 30 days after receipt of the Change Request, Current Parent and the Debtor will negotiate in good faith regarding mutually acceptable changes in the scope of the Services. Current Parent and the Debtor may substitute one or more revised versions of Exhibit A to the Services Agreement as they mutually agree to from time to time.

54. I have been informed that the estimated cost of receiving the Services the Debtor currently receives under the Services Agreement will total approximately \$300,000 to \$450,000 per quarter in 2020. I understand that the Debtor’s payments to Current Parent under the Services Agreement are a Permitted Use under the Support Agreement and thus, subject to the terms of the Support Agreement, Current Parent has funding obligations to the Debtor that correspond to the Debtor’s obligations under the Services Agreement.

55. I believe that this cost is reasonable in light of the scope of the Services and the facts of the Chapter 11 Case, and that the Court should authorize the Debtor to continue to perform under the Services Agreement. In particular, I believe that the anticipated allocated cost is fair and

appropriate, and that the Debtor would be unable to receive the Services at a similarly competitive cost in the marketplace.

CONCLUSION

56. As discussed above, the Debtor's ultimate goal in this Chapter 11 Case is to confirm a plan of reorganization providing for a trust mechanism that will address all current and future Asbestos Claims against the Debtor while simultaneously preserving value and allowing the Debtor to emerge from chapter 11 free of asbestos-related liabilities. I believe that if the Court grants the relief requested in each of the First Day Pleadings, the prospect for achieving confirmation of a chapter 11 plan will be substantially enhanced.

57. I hereby certify that the foregoing statements are true and correct to the best of my knowledge, information and belief, and respectfully request that all of the relief requested in the First Day Pleadings be granted, together with such other and further relief as is just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of January, 2020.

/David J. Gordon/

David J. Gordon
President and Chief Restructuring Officer of
Paddock Enterprises, LLC

EXHIBIT C



George R. Hodges
George R. Hodges
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES
LLC, et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER GRANTING IN PART AND OVERRULING IN PART OBJECTIONS TO
SUBPOENA BY DELAWARE CLAIMS PROCESSING FACILITY, LLC AND
ASSOCIATED TRUSTS, ESTABLISHING CLAIMANT OBJECTION PROCEDURES,
AND GOVERNING THE CONFIDENTIALITY OF INFORMATION PROVIDED IN
RESPONSE TO THE SUBPOENA**

This matter came before the Court on the Emergency Application of Multiple Asbestos Personal Injury Settlement Trusts to Impose Reasonable Privacy Protections on Trusts' Responses to Debtors' Subpoena *Duces Tecum* for Information Regarding Settled Claims, and to Require Debtors to Cover the Full Costs and Expenses of Complying with Debtors' Subpoena (**Docket No. 2366**) (the "Emergency Application"). In addition, six trusts (the "Trusts"),²

¹ The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company (hereinafter "Garlock" or "Debtors").

² The Trusts are the Armstrong World Industries Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal Mogul

Delaware Claims Processing Facility, LLC (“DCPF”), the Official Committee of Asbestos Personal Injury Claimants (the “Committee”), and Debtors agreed to submit all matters related to the subpoena authorized by the Order Granting Debtors Leave to Serve Subpoena on Delaware Claims Processing Facility, LLC (**Docket No. 2234**) and served on May 31, 2012 (the “Subpoena”) (including Garlock’s motion to compel compliance with the subpoena, filed in Delaware (the “Motion to Compel”)) for decision by this Court, and agreed to submit to the jurisdiction of this Court for that purpose.

On or before July 17, 2012, DCPF and the Trusts gave electronic notice of the Subpoena, the Trusts’ written objections to the Subpoena, and the Motion to Compel (and provided copies of each) to each matching trust claimant whose claims data was subject to the Subpoena in accordance with the Trusts’ respective trust distribution procedures by sending electronic notice to such claimant’s lawyer as identified in the records of DCPF and the Trusts. On July 24, 2012, DCPF and the Trusts delivered a list identifying each law firm that represented affected trust claimants to Debtors’ counsel without identifying the affected claimants.³ On July 27, 2012, Debtors sent to such lawyers, by priority, overnight carrier, written notice of an August 16, 2012 hearing scheduled before this Court, and of the opportunity to be heard on any objections to the Subpoena, to law firms on the list provided by DCPF and the Trusts. On July 30, 2012, DCPF also sent electronic notice of hearing to such lawyers, together with a copy of Debtors’ written notice pursuant to the Trusts’ own TDP procedures.

U.S. Asbestos Personal Injury Trust, the Owens Corning Fibreboard Asbestos Personal Injury Trust (both subfunds), and the United States Gypsum Asbestos Personal Injury Settlement Trust.

³ DCPF and the Trusts contend that the identity of trust claimants, and information regarding their claims and settlements with the Trusts, is confidential and cannot be disclosed absent notice to such claimants and an opportunity to be heard on any objections they may have to disclosure.

Based upon a review of the Emergency Application, the Motion to Compel, any supporting or opposing submissions of the parties, the evidence presented, and the arguments of counsel, the Court hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Emergency Application, Motion to Compel, and other matters related to the Subpoena pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.

2. As used in this Order, the term “Settled Claimants” shall mean all individuals listed in Exhibit 1 of the Subpoena, consisting of mesothelioma claimants who (according to Debtors’ records) entered into a settlement with Garlock between 1999 and 2010.

3. On July 27, 2012, Debtors served notice on lawyers who, according to data maintained by DCPF and the Trusts, represented potentially affected claimants. That notice informed such lawyers that on August 16, 2012, the Court will hear objections to the Subpoena that Settled Claimants may wish to raise. Subject to any such objections by Settled Claimants, it does not appear that further or different notice will be required.

4. Settled Claimants shall have until August 14, 2012 to file an objection with this Court to the disclosure of the information sought in the Subpoena. Subject to the right of Settled Claimants to be heard pursuant to the above-described objection procedure, (i) the Trusts and DCPF shall not be subject to any actions, claims, or demands by Settled Claimants or any other party as a result of their good faith compliance with this Order and (ii) the Court shall retain exclusive jurisdiction to hear any objections filed by the Settled Claimants to the Subpoena.

5. Subject to the outcome of this Court’s hearing on August 16, DCPF and the Trusts shall produce the following information with respect to each Trust (collectively, the

“Trust Data”) in Excel format to Debtors no later than fifteen days after the Court enters an order resolving any objections filed by the Settled Claimants:

- a. The date any Settled Claimant filed a claim against a Trust;
- b. The date any claim filed by a Settled Claimant against a Trust was approved by the Trust (if approved);
- c. The date any claim filed by a Settled Claimant against a Trust was paid by the Trust (if paid); and
- d. If a claim filed by a Settled Claimant against a Trust has not been approved or paid, the current status of the claim.

6. Debtors are required to reimburse DCPF and the Trusts for reasonable and necessary costs and expenses incurred in making this production, including the costs and expenses incurred in giving notice to Settled Claimants.

7. The request by DCPF, the Trusts, and the Committee for the Trust Data to be anonymized prior to production to Debtors is denied. The Trust Data shall instead be subject to the confidentiality protection contained in this Order.

8. No Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) Debtors, the Committee, and the Future Claimants’ Representative (the “FCR”) (referred to collectively in this Order as the “Estimation Parties”); (ii) any law firm rendering legal services with respect to the Estimation Parties, and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; and (iii) any Estimation Party’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party in connection with the Estimation Proceeding;

provided, however, that the right of access to Trust Data hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 9 immediately below.

9. Any person exercising a right of access to Trust Data granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Trust Data conferred by paragraph 8, every entity described in subparts (ii) and (iii) in paragraph 8 shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Trust Data in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit A.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Trust Data in their individual capacities, rather than as employees, agents, or representatives of a firm.

10. Trust Data shall be confidential and treated as such without need of any special designation by the Trusts or DCPF. Any entity granted access to Trust Data as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

11. Settled Claimants, Estimation Parties, DCPF, and the Trusts shall have standing to enforce the protections afforded to Trust Data by this Order.

12. Any entity that receives access to Trust Data as provided in this Order shall provide for physical, managerial and electronic security thereof such that Trust Data are

reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Trust Data occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties, as well as any Settled Claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

13. Neither Trust Data, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose whatsoever other than the Estimation Proceeding in this case.

14. Neither Trust Data nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

15. To the extent Trust Data are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Trust Data maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Trust Data themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Trust Data themselves.

16. Nothing in this Order shall restrict any person’s right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 17 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Trust Data.

17. In the event that, in the course of the Estimation Proceeding, any Estimation Party intends to offer into evidence or otherwise use Trust Data in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party may not divulge Trust Data except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Trust Data; and (iii) such Estimation Party has first utilized its best efforts to maintain the confidentiality of the Trust Data, including by seeking an order, on notice to all other Estimation Parties and to the Settled Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order.

Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from Trust Data if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Settled

Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party from using or referring to Trust Data in such expert's report, or testifying concerning Trust Data, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Settled Claimant.

18. In the event that an entity granted access to Trust Data pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Trust Data, in whole or in part, to a third party (a "**Third-Party Discovery Demand**"), including a governmental or other regulatory body, such entity (a "**Discovery Target**") shall provide prompt written notice of any such request or requirement to the Settled Claimants, Trusts, and DCPF, with copies to the Estimation Parties, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, Trusts, DCPF and each of the Estimation Parties, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Trust Data produced or disclosed pursuant to such an order, including, without limitation, by cooperating with DCPF or any Settled Claimant, Trust or Estimation Party who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Trust Data.

19. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Trust Data shall destroy such Trust Data, including all copies thereof and any Merged Database(s), in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Estimation Parties of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding).

20. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, DCPF, Trusts and Settled Claimants. The movant shall bear the burden of showing good cause for the requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Trust Data on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) Settled Claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Trust Data; (iii) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (iv) among the intended benefits of estimating the Debtors’ asbestos-

related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

21. As a precautionary measure, but not as a precondition to protection, the file names of all Trust Data and Merged Database(s) shall contain the following legend: “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”

22. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.
The Judge’s signature and court’s seal
appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT A.1

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 9 of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Trust Data. The Trust Data constitute confidential and protected information in connection with the above-referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to Trust Data. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Trust Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access to Trust Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer, its employees, agents, and representatives will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court.

Pursuant to paragraph 19 of the Order, Employer will destroy or cause to be destroyed all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly

certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

EXHIBIT A.2

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 9 of the above-referenced Order (for example, a self-employed expert or a witness).*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 20 of the Order.

Pursuant to paragraph 19 of the Order, I will destroy all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Order and this Acknowledgment and for no other purposes.

By: _____
Print Name: _____
Title: _____
Address: _____

Dated: _____

EXHIBIT D

FILED & JUDGMENT ENTERED
Steven T. Salata

February 17 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re
DBMP LLC,¹
Debtor.

Chapter 11
Case No. 20-30080 (JCW)

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 416), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**DBMP**”) on August 19, 2020, as modified by the Debtor’s revised forms of order filed on June 9, 2021 (Dkt. 859) and July 29, 2021 (Dkt. 949, Ex. A) (collectively,

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

the “**Motion**”).² Based upon a review of the Motion,³ the further submissions of the parties, the evidence presented, and the arguments of counsel at the hearing on this matter, and for the reasons stated on the record at the December 16, 2021 hearing (which record is incorporated herein), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the December 16, 2021 hearing.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 7 below on the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and on the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):⁴

² On June 9, 2021 the Debtor filed a revised form of order to incorporate the privacy and security protections in the order entered by Judge Beyer in the Bestwall case, *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC*, No. 17-31795 (Dkt. 1672) (Bankr. W.D.N.C. Mar. 24, 2021) (Bestwall Order (Dkt. 859)). Subsequently, the Debtor further modified the relief sought in its Motion by filing a second revised form of order on July 29, 2021 (Dkt 949, Ex. A) in which the Debtor (1) deleted from its request all of the data fields requiring production of personal identifying information regarding any claimant; and (2) proposed a protocol for the anonymization of the remaining requested data by the Trusts before production to the Debtor.

³ Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

⁴ The Debtor also may subpoena the DCPF Trusts to effectuate this Order.

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust;
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
- c. Celotex Asbestos Settlement Trust;
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
- f. Flintkote Asbestos Trust;
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
- h. Pittsburgh Corning Corporation Asbestos PI Trust;
- i. United States Gypsum Asbestos Personal Injury Settlement Trust; and
- j. WRG Asbestos PI Trust.

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor's liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor's asbestos liability; the estimation of the Debtor's asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization proposed by the Debtor, the Official Committee of Asbestos Personal Injury Claimants (the "ACC") and/or the Future Claimants' Representative (the "FCR") (collectively, such purposes, the "Permitted Purposes").

4. Bates White, in its capacity as a Retained Expert (as defined herein) for DBMP, shall create a "Matching Key", which shall be a list (in electronic, text searchable format) of last names and Social Security numbers ("SSNs"), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former CertainTeed Corporation ("Old CT") that were resolved by settlement or verdict and for whom DBMP possesses SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the "DBMP Claimants"), as well as a unique numerical pseudonym (the "Claimant Pseudonym") assigned by Bates White and corresponding to each DBMP Claimant. On the same day the Debtor effects

service of the subpoenas authorized by this order (the “**Service Date**”), Bates White shall provide the Matching Key to the Manville Trust and DCPF. Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“**LAS**”), and Ankura Consulting Group, LLC (“**Ankura**”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

5. On or before the twenty-first (21st) day following the Service Date,⁵ DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a DBMP Claimant and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before the twenty-first (21st) day following the Service Date, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any DBMP Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the DBMP Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on

⁵ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however*, that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtor, DCPF and Manville Trust cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

6. DCPF and the Manville Trust shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. The notice from DCPF and the Manville Trust shall state that the data associated with the Matching Claimants, as described in paragraph 7 below, will be produced if they do not file a motion to quash the subpoena by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provisions of notice to their counsel of record by DCPF or the Manville Trust. DCPF and the Manville Trust shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, DCPF or the Manville Trust, as applicable, is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the "**Unnoticeable Claimants**"). DCPF and the Manville Trust shall provide the Debtor on or before the thirtieth (30th) day following the Service

Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtor, DCPF, and Manville Trust to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtor and DCPF or the Debtor and Manville Trust are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust shall produce to the Debtor the data described in paragraph 7 below relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “**Production Date**”).

7. On or before the applicable Production Date, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separately for each Trust) the following information pertaining to each Matching Claimant⁶ (to the extent the relevant Trust databases contain such information) (the “**Anonymized Matched Production**”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;

⁶ For the avoidance of doubt, the term “Matching Claimants” referenced here includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields⁷, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.
- 8. The Anonymized Matched Production shall be used as follows:
 - a. Subject to and without in any way limiting the restrictions described in paragraph 9(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and CertainTeed LLC (“**New CT**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production.
 - b. The Retained Experts (as defined in paragraph 9(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor’s database or other

⁷ DCPF’s Chief Operating Officer testified that, when claimants describe how they were exposed to products for which a DCPF Trust is responsible, it is possible that they may list individuals by name and/or SSN. To the extent any names or SSNs appear in any exposure-related field, DCPF and the Manville Trust may redact such names and SSNs prior to production of the Anonymized Matched Production. In addition, prior to delivery of the Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Anonymized Matched Production.

sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (*provided that* such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however,* that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Production to the Matching Key.

- c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor's database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "**Anonymized Database**").

9. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, and any Anonymized Databases (together, the “**Confidential Trust Data**”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information (Dkt. 251)* (the **Protective Order**”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in this case (collectively, the “**Authorized Representatives**”); *provided, however*, that the right of access to the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 9(b) immediately below.
- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 9(a) above, each entity whose Authorized Representatives will receive

access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a

retained claims expert for the Debtor, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “**Retained Expert**”), and (iii) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 9(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 9(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 9(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could

reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

- f. If, in connection with a motion pursuant to paragraph 9(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.
- g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
- h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
- i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.

10. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

11. Within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later (the “**Deletion Date**”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) attest in the declaration specified in paragraph 12 that they have permanently deleted such files and any excerpts thereof in compliance with this Order; *provided, however*, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

12. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, shall file a declaration made pursuant to **28 U.S.C. § 1746**, affirming that he, she or it: (a) used any Confidential Trust Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Trust Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 9(g); and (d) complied with the requirements in paragraph 11 concerning the deletion of any Confidential Trust Data.

13. Subject to the requirements of paragraphs 8 and 9 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

14. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular DBMP Claimants, including where such DBMP Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Production.

15. The Debtor shall reimburse DCPF and the Manville Trust for their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

16. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 9(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Trust Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Trust Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, Employer will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 9(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, I will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor, or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT E

FILED & JUDGMENT ENTERED
Steven T. Salata

March 24 2021

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



Laura T. Beyer

Laura T. Beyer
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

IN RE:

BESTWALL LLC,¹

Debtor.

Case No. 17-BK-31795 (LTB)

Chapter 11

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (**Dkt. 1237**) (the “**Motion**”), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**Bestwall**”).² Based upon a review of the Motion, the further submissions of the parties,³ the evidence presented, and the arguments of

¹ The last four digits of debtor’s taxpayer identification number are 5815. The Debtor’s address is 133 Peachtree Street, N.E., Atlanta, Georgia 30303.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

³ The parties submitted the following with respect to the Motion: *Response and Objection of Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility to the Debtor’s Motion for Bankruptcy*

counsel at the hearing before the Court on January 21, 2021, and for the reasons stated in the Court's bench ruling at the hearing on March 4, 2021 (the "**March 4, 2021 Ruling**") (which ruling is incorporated herein by reference), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to **28 U.S.C. §§ 157 and 1334**. This is a core proceeding pursuant to **28 U.S.C. § 157(b)(2)**. Venue of this proceeding and the Motion is proper pursuant to **28 U.S.C. §§ 1408 and 1409**. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated in the March 4, 2021 Ruling.

3. Pursuant to **Federal Rules of Bankruptcy Procedure 2004 and 9016**, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 8 below on

Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response (Dkt. 1321); Objection of the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1327); Objection of the Future Claimants' Representative to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1328); Buck Law Firm's Clients' Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1330); Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1332); Reply in Support of Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1354); Supplemental Objection of the Future Claimants' Representative to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. No. 1510); Supplemental Brief and Objection of the Official Committee of Asbestos Claimants to (I) Debtor's Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires By Pending Mesothelioma Claimants and (II) Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1511); Statement of Interest on Behalf of the United States of America Regarding Estimation of Asbestos Claims (Dkt. 1557); Debtor's Omnibus Supplemental Reply in Support of (I) Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and (II) Debtor's Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires by Pending Mesothelioma Claimants (Dkt. 1565); The Official Committee of Asbestos Claimants Response to United States Statement of Interest (Dkt. 1581); Supplemental Submission by Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility in Further Opposition to the Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1612); The Official Committee of Asbestos Claimants' Post-Hearing Brief Regarding Estimation-Related Motions (Dkt. No. 1614); Debtor's Supplemental Brief on Discovery and Limiting Motions (Dkt. 1615); Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility Letter to the Court (Dkt. No. 1616); Debtor's Reply to Trusts' Letter Regarding Trust Discovery (Dkt. 1622).

the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):⁴

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- c. Celotex Asbestos Settlement Trust
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
- f. Flintkote Asbestos Trust
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
- h. Pittsburgh Corning Corporation Asbestos PI Trust
- i. United States Gypsum Asbestos Personal Injury Settlement Trust
- j. WRG Asbestos PI Trust

The subpoenas seek evidence that is relevant to specific purposes in connection with estimation and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the Debtor’s development of its trust distribution procedures and evaluation of the procedures proposed by the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and the Future Claimants’ Representative (the “**FCR**”) in their proposed chapter 11 plan (collectively, the “**Permitted Purposes**”).

4. On or before March 31, 2021, the Debtor shall provide to the Manville Trust and DCPF a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former Georgia-Pacific LLC (“**Old GP**”) that were resolved by settlement or verdict and

⁴ The Debtor may also subpoena the DCPF Trusts if necessary to effectuate this Order.

for whom Debtor possesses SSNs, as well as the corresponding last names and SSNs of the injured parties if different from the claimant (the “**Bestwall Claimants**”). The list referenced in this paragraph may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in the last name field, and may also close spaces between parts of a name (e.g., “Van” or “De”).

5. On or before April 21, 2021, DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Bestwall Claimant in the Debtor’s claims database and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before April 21, 2021, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any Bestwall Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the Bestwall Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before April 30, 2021, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on the Meet and Confer List should

instead be classified as Matching Claimants. On or before May 26, 2021, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however,* that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after May 26, 2021.

6. DCPF and the Manville Trust (through its claims processing agent, Claims Resolution Management Corporation (“**CRMC**”)) shall notify the Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtor. DCPF and CRMC (each, a “**Notifying Facility**”) shall inform such counsel that the Matching Claimants’ data described in paragraph 8 below will be produced if they do not notify the Notifying Facility and the Debtor in writing by May 12, 2021 that the Matching Claimant intends to file a motion to quash.

- a. If counsel for any Matching Claimant communicates to the Notifying Facility and the Debtor by May 12, 2021 an intent to file a motion to quash the subpoena, the Notifying Facility shall stay the production of any data relating to such Matching Claimant for an additional two weeks. If a motion to quash is filed by May 24, 2021, the Notifying Facility will stay the production of any data relating to such Matching Claimant until such motion is resolved.
- b. If a motion to quash is not filed by May 24, 2021, the Notifying Facility shall produce to Debtor the data described in paragraph 8 below relating to the Matching Claimant on or before May 28, 2021.

7. If counsel for any Matching Claimants do not on or before May 12, 2021 notify the Notifying Facility and the Debtor that the Matching Claimant intends to file a motion to quash the subpoena, the Notifying Facility shall produce to the Debtor's expert, Bates White, the information in paragraph 8 relating to any such Matching Claimants on or before May 28, 2021.

8. Subject to the procedures set forth in paragraph 6 above, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separated by Trust) the following information pertaining to Matching Claimants⁵ (to the extent the relevant Trust databases contain such information) (the "**Matched Production**"):

- a. Full name of injured party;
- b. Injured party SSN;
- c. Gender of injured party;
- d. Date of birth of injured party;
- e. Date of death of injured party;
- f. State of residency of injured party;
- g. Date of diagnosis of injured party;
- h. Claimed disease and disease body site (if available);
- i. Full name of any claimant who is not the injured party and his or her SSN;
- j. Claimant's law firm (with email and address of contact person), jurisdiction of tort claim filing, and date of tort claim filing;
- k. Date claim filed against Trust;
- l. Date claim approved by Trust, if approved;
- m. Date claim paid by Trust, if paid;

⁵ For the avoidance of doubt, the term "Matching Claimants" referenced here and elsewhere in this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants, but excludes any other claimants on the Meet and Confer List.

- n. If not approved or paid, status of claim;
 - o. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed;
 - p. Mode of review selected; and
 - q. Mode of review under which claim was approved and paid.
9. The Matched Production shall be used as follows:
- a. Bates White shall assign a unique identifier to each claimant record in the Matched Production and may use the date of birth and date of death fields to create age fields for each claimant record, rounded to the nearest year;
 - b. Bates White shall create a separate file (the “**Matching Key**”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by DCPF and the Manville Trust pursuant to paragraph 8 include such information):
 - i. Full name of injured party;
 - ii. Injured party SSN;
 - iii. Date of birth of injured party;
 - iv. Date of death of injured party; and
 - v. Full name of any claimant who is not the injured party and his or her SSN.

For the avoidance of doubt, nothing in this paragraph 9(b) should be construed as modifying or expanding the scope of DCPF's and the Manville Trust's disclosure obligations under paragraph 8.

- c. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields contained within the Matching Key (except the unique identifier and the year of the date of birth and the year of any date of death). The resulting database will be the "**Anonymized Matched Production.**" Bates White shall then provide a copy of the Matching Key and the Anonymized Matched Production to Legal Analysis Systems, Inc. and Ankura Consulting Group, LLC, each in its capacity as a Retained Expert (as defined herein) for the ACC and the FCR, respectively. Within four weeks after the final production of any Matching Claimant's data or the resolution of all pending motions to quash described in paragraph 6, whichever is later, Bates White shall serve a declaration on DCPF, the Manville Trust, and the other Parties (as defined herein) that attests to the creation of the Anonymized Matched Production and the Matching Key pursuant to this Order; and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be deemed "Confidential" pursuant to the Protective Order (as defined herein).
- d. Subject to and without in any way limiting the restrictions described in paragraph 10(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and Georgia-Pacific LLC ("**New GP**" and, together with the Debtor, the ACC, and the FCR, the "**Parties**"), if otherwise

entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production upon request to Bates White.

- e. The Retained Experts (as defined in paragraph 10(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor's database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however*, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. Absent further order by this Court, no Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other

record of any kind linking the complete set of unique identifiers in the Anonymized Matched Production to the Matching Key.

- f. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor's database or other sources of information, such Retained Expert shall delete from any resulting database any datafields or information of the type contained within paragraphs 9(b)(i) to 9(b)(v), without regard to whether such information was derived from data produced by DCPF or the Manville Trust or other sources of information (any such database being an "**Anonymized Database**").

10. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, any Anonymized Databases, and (while it exists) the Matched Production (together, the "**Confidential Trust Data**") shall be deemed "Confidential" pursuant to the *Agreed Protective Order Governing Confidential Information (Dkt. 337)* (the "**Protective Order**"). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party's Retained Expert (defined below) in this case (collectively, the "**Authorized Representatives**"); *provided, however*, that the right of access to

the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 10(b) immediately below.

- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 10(a) above, each entity whose Authorized Representatives will receive access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, Legal Analysis Systems, Inc., and Ankura Consulting Group, LLC, each in its capacity as a retained claims expert for the Debtor, the ACC, and the FCR, respectively, (ii) the Parties' other retained experts (consulting or testifying) in this case (if any), and (iii) to the professional staff employed by such experts (each of (i), (ii), and (iii), a "**Retained Expert**"), and (iv) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert's network, accessible only to individuals authorized to access the Matching Key under this paragraph 10(d), and the same data security requirement shall apply to

any other person granted access to the Matching Key under this paragraph 10(d).

Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data, including without limitation the kinds of claimant data listed in paragraphs 9(b)(i) to 9(b)(v) above, shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 10(e) shall also apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.
- f. If, in connection with a motion pursuant to paragraph 10(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

- g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
- h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.
- i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.

11. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

12. Within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, the Parties and any Authorized Representatives (and any of their associated entities), including without limitation any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form

annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) certify in writing to DCPF and the Manville Trust that they have permanently deleted such files and any excerpts thereof.

13. Subject to the requirements of paragraphs 9 and 10 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

14. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Bestwall Claimants, including where such Bestwall Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Matched Production.

15. Debtor shall reimburse DCPF and the Manville Trust their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

16. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*
Case No. 17-BK-31795 (LTB)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 10(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Trust Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Trust Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 12 of the Order, Employer will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a

final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*
Case No. 17-31795 (LTB)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 10(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 12 of the Order, I will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____

EXHIBIT F

1 APPEARANCES (via ZoomGov continued):

2 For the Debtor: J. JOEL MERCER, ESQ.
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3 Atlanta, GA 30303

4 King & Spalding LLP
5 BY: RICHARD A. SCHNEIDER, ESQ.
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6 Atlanta, GA 30309

7 For Official Committee of Asbestos Claimants: Robinson & Cole LLP
8 BY: NATALIE D. RAMSEY, ESQ.
DAVIS LEE WRIGHT, ESQ.
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9 Wilmington, DE 19801

10 For Rick Bankston, Member of ACC: Shepard Law, P.C.
11 BY: MICHAEL SHEPARD, ESQ.
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12 For Georgia-Pacific LLC: Debevoise & Plimpton LLP
13 BY: MARK P. GOODMAN, ESQ.
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14 919 Third Avenue
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15 Rayburn Cooper & Durham, P.A.
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17 For Georgia-Pacific Holdings: Reed Smith LLP
18 BY: DEREK J. BAKER, ESQ.
1717 Arch Street, Suite 3100
19 Philadelphia, PA 19103

20 For Asbestos Claimants: Buck Law Firm
21 BY: ROBERT C. BUCK, ESQ.
3930 East Jones Bridge Road, #360
22 Peachtree Corners, GA 30092

23 For the United States: U. S. Department of Justice
24 BY: SETH B. SHAPIRO, ESQ.
1100 L Street, NW, Room 7114
Washington DC 20005

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1 APPEARANCES (via ZoomGov continued):

2 For Future Claimants' Alexander Ricks, PLLC
3 Representative, Sander L. BY: FELTON PARRISH, ESQ.
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4 Charlotte, NC 28204

5 Young Conaway
6 BY: EDWIN J. HARRON, JR., ESQ.
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8 For Manville Personal Injury Friedman Kaplan
9 Settlement Trust and Delaware BY: JASON C. RUBINSTEIN, ESQ.
Claims Processing Facility: 7 Times Square
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11 ALSO PRESENT (via ZoomGov): SANDER L. ESSERMAN
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2323 Bryan Street, Suite 2200
13 Dallas, TX 75201-2689

14 SHELLEY K. ABEL
15 Bankruptcy Administrator
402 West Trade Street, Suite 200
Charlotte, NC 28202

16
17 JON INT-HOUT
Technology Consultant

18

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1 counsel. I am convinced, however, based on comparing the
2 debtor's questionnaire to those used in prior asbestos cases
3 that it is consistent with those questionnaires, if not more
4 finely well tuned in light of experience gained from prior
5 cases.

6 In addition, the debtor has taken steps to minimize
7 the burden of completing the questionnaire by allowing
8 claimants' firms to attach documents in lieu of providing
9 explanation on the questionnaire, by creating a fillable PDF in
10 which claimants can type their answers, and, hopefully, by the
11 use of an electronic portal to which the claimants can submit
12 the questionnaires.

13 Finally, with respect to delay, the questionnaire
14 requires that it be returned within four months of service,
15 which is consistent with every questionnaire attached to the
16 debtor's motion and the Court's timeline for getting to an
17 estimation proceeding.

18 The Court grants the personal injury questionnaire
19 motion, subject to the concessions that were agreed to by the
20 debtor at the conclusion of the hearings in January. The
21 debtor has agreed to limit the questionnaire to the pre-1978
22 joint compound products and also agreed to having a product
23 list go out with the questionnaires.

24 With respect to the motion for Rule 2004 examination
25 of bankruptcy trusts, I conclude I should grant the debtor's

1 motion for Rule 2004 exam of bankruptcy trusts pursuant to Rule
2 2004 and that the debtors have met their burden of showing that
3 the information sought is both relevant and necessary to the
4 case. The information is relevant to the determination of
5 whether pre-petition settlements of mesothelioma claims provide
6 a reliable basis for estimating the debtor's asbestos liability
7 which has been put at issue by the ACC and the FCR. It's
8 relevant to Dr. Bates' estimation of the debtor's liability and
9 it will assist the debtor in developing its trust distribution
10 procedures and evaluating those procedures proposed by the ACC
11 and the FCR in their plan. And I'm sufficiently convinced
12 based on the evidence introduced by the debtor regarding the
13 eight cases in which it alleges there was a failure to disclose
14 material exposure evidence that there's a good faith basis for
15 the trust discovery it seeks.

16 But I share Mr. Rubinstein's concerns about the
17 confidential, proprietary, and inherently sensitive nature of
18 the data that would be collected by the debtor. So I will
19 grant the motion subject to the following conditions:

20 Particularly in light of the lessons the Court learned
21 in Garlock, it would be appropriate to order the production of
22 information from the trusts be anonymized by Bates White after
23 it is produced, as Judge Whitley ordered in the confirmation
24 phase of the Garlock case.

25 With respect to the matching protocol, the Court will

1 require the debtor to provide the trusts with a full Social
2 Security number, plus another identifier. I understood
3 Mr. Cassada to suggest last name and Mr. Rubinstein seemed to
4 be in agreement with that. So I will require Social, full
5 Social Security number and last name to be used for the
6 matching protocol.

7 The debtor will be limited to using the data for
8 purposes of estimation and confirmation in this case.

9 And finally, I agree with Mr. Rubinstein that access
10 should be limited to people who have a clear need to know.

11 Again, I grant the motion subject to the concession
12 agreed to by the debtor, that if they get matches from the
13 trusts for *pro se* claimants, that those matches will be
14 excluded from the discovery or not viewed as having Bestwall
15 claims as well as subject to the agreement reached between
16 Mr. Cassada and Mr. Rubinstein regarding the merged database
17 and its confidential treatment as well as the date certain for
18 the deletion of trust data.

19 Now I'll turn to the shaping motions and I'll make
20 just a few general comments about those motions before I rule
21 on each specific motion.

22 With respect to estimation, I remain focused on the
23 need to avoid undue delay utilizing estimation as an
24 opportunity to advance the resolution of this case and due
25 process. In the context of reminding me about the factors on

EXHIBIT G

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE: Case No. 20-30080-JCW
DBMP LLC, Chapter 11
Debtor, Charlotte, North Carolina
Thursday, December 16, 2021
9:30 a.m.

OFFICIAL COMMITTEE OF AP 21-03023 (JCW)
ASBESTOS PERSONAL INJURY
CLAIMANTS and SANDER L.
ESSERMAN, etc.,
Plaintiffs,

v.

DBMP LLC and CERTAINTEED LLC,
Defendants.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE J. CRAIG WHITLEY,
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For Debtor/Defendant, Robinson, Bradshaw & Hinson, P.A.
DBMP: BY: GARLAND CASSADA, ESQ.
RICHARD C. WORF, ESQ.
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246

Proceedings recorded by electronic sound recording; transcript produced by transcription service.

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25

1 APPEARANCES (continued):

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For Plaintiff, Future Young Conaway
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Goodwin Procter LLP
12 BY: HOWARD S. STEEL, ESQ.
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ALSO PRESENT: SHELLEY K. ABEL
16 Bankruptcy Administrator
402 West Trade Street, Suite 200
Charlotte, NC 28202

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18

APPEARANCES (via telephone):

19

For CertainTeed Corporation Goodwin Procter LLP
19 and Saint-Gobain Corporation: BY: RICHARD M. WYNER, ESQ.
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20 Washington, DC 20036

21

For Manville Personal Injury Friedman Kaplan
21 Settlement Trust and the BY: JASON C. RUBINSTEIN, ESQ.
22 Delaware Claim Processing 7 Times Square
Facility: New York, NY 10036-6516

23

24

Friedman Kaplan
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24 1 Gateway Center
25 Newark, NJ 07102-5311

1 ALSO PRESENT (via telephone): SANDER L. ESSERMAN
2 Future Claimants' Representative
3 2323 Bryan Street, Suite 2200
4 Dallas, TX 75201-2689
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1 So he may feel differently than me, but I --

2 THE COURT: Do you want to ask him?

3 MR. EWING: Well, I, I think I have, but, but I think
4 our position would be, you know, we are again concerned about
5 getting ruling in this case, get the ruling in Bestwall. We
6 share the same concern, also especially to the extent it can
7 affect if we're forced to produce documents, you know.

8 THE COURT: Uh-huh (indicating an affirmative
9 response).

10 MR. EWING: I mean, that's just another factor in
11 there. Because that, you know, we could be told to produce one
12 set of documents in this case, a slightly different thing in
13 Bestwall, and then they could change again and again.

14 THE COURT: Uh-huh (indicating an affirmative
15 response).

16 MR. EWING: And so we do think it would be more
17 efficient maybe in the long run if the Court held its ruling or
18 even if the Court didn't hold its ruling, that the Court at
19 least held our compliance deadline until all this could be
20 sorted out. Then we could only produce, we'd only have to
21 produce one set of documents and essentially the same thing.

22 Thank you.

23 THE COURT: And, and potentially, that would be until
24 the Third Circuit ruled. I was thinking more of the next time
25 around in front of Judge Connolly, but --

1 MR. EWING: Well, you know, your Honor, the DCPF and
2 the Manville Trust are not parties to the Delaware litigation.
3 I don't really know where that's at, but --

4 THE COURT: Uh-huh (indicating an affirmative
5 response).

6 MR. EWING: -- I, I assume the debtor, I assume the
7 debtor does and I guess that may be right.

8 THE COURT: Okay. Well, all right.

9 I guess what I want to say at this point is I, I
10 alluded to this early on about, in great measure, this is, this
11 is procedural and Judge Beyer and I try to do our best to stay
12 consistent on procedure, so. We don't always manage it, but
13 we're likely to see things in the same way, having been raised
14 in the same court and, and having similar cases here.

15 The bottom line is I'm inclined to -- I agree with
16 Bestwall on this, as modified. I think we've got to bear in
17 mind what Judge Connolly has done. So I'm inclined to grant
18 this motion without the PII, effectively allowing the proposed
19 keying with the, the relevant so that it can be matched up when
20 it comes back to the debtor, but anonymized when it's produced.
21 I think it's relevant. Other courts have found that.
22 Basically, I'm adopting Judge Beyer's original ruling, but
23 modified for the requirements that the district court has.

24 And so I think we've got information that is necessary
25 and relevant to an estimation here. I can go through all the

1 other arguments that have been made, but effectively, on the
2 things other than the technical issues I'm foursquare with
3 Judge Beyer on this. Whether the debtor relied on it or not, I
4 think it's something we sort out once we get to an estimation
5 hearing. I don't think that's a basis to foreclose it. The
6 debtor's -- the argument that the debtor should already know
7 about the trusts reason, we don't need this and don't need to
8 burden the trusts, well, it doesn't sound like it to me.

9 But I agree that with Judge Connolly's input we need
10 to have the pre-disclosure anonymization. We'll use the
11 debtor's arrangement where the debtor proposed to provide the
12 list and the like and then it comes back under the pseudonyms.
13 That, and the fact that there's no personal injury, personal
14 identifying information now satisfies the privacy concerns, at
15 least from my perspective. We'll see what Delaware thinks
16 about it.

17 But the bottom line is the debtor needs to be able to
18 match or otherwise, this is unusable to it for its purposes and
19 it sounds like the experts all agree on that. Whether they
20 agree that you should get it or not is something else.

21 I would say that, also, the fact that Judge Hodges
22 relied on this heavily in his estimation decision, I think,
23 accentuates both the relevance and the need for the
24 information.

25 Now don't jump to any conclusions there. I think

1 Judge Beyer may have said this to you before, but from my
2 vantage point, I have no present idea whether I will adopt
3 Judge Hodges' methodology or not. I, I have never really tried
4 to get down in the weeds except to the extent y'all've talked
5 about it in court and to go wade through all 60 or 90 pages of
6 his estimation opinion. I have a great deal of regard for his
7 opinions, but as has been pointed out before, Judge Fitzgerald
8 wasn't much on that theory at all and I, I think a lot of her
9 as well. So don't, don't get too excited.

10 But the bottom line, and including the proposed
11 stringent confidentiality use restrictions, I think that with
12 that I, I would be inclined to grant the motion now and we'll
13 just see where we, we go.

14 So that one, I'm going to call upon the, the debtor to
15 propose an order consistent with the remarks.

16 All right. Time for another question. I want to talk
17 now about the personal injury questionnaire, No. 3 on the
18 matter.

19 It is a curiosity to me that I've got Aldrich under
20 submission right now with the debtor wanting to use,
21 effectively, a bar date and a, and a follow-on questionnaire
22 and in here, we're, we're talking about a PIQ. Just from
23 personal efficiency, I sort of hate to have two different
24 methodologies in two very similar cases and my question is --
25 the debtor didn't ask for the bar date -- but do the parties

EXHIBIT H

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MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.

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RICHARD F. ALBERT
ROBERT J. ANELLO***
LAWRENCE S. BADER
BARRY A. BOHRER
BENJAMIN S. FISCHER
CATHERINE M. FOTI
PAUL R. GRAND
LAWRENCE IASON
STEPHEN M. JURIS
JUDITH L. MOGUL
JODI MISHNER PEIKIN
LISA A. PRAGER***
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ROBERT G. MORVILLO
1938-2011
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1940-2002
JOHN J. TIGUE, JR.
1939-2009

*ALSO ADMITTED IN CALIFORNIA AND WASHINGTON, D.C.
**ALSO ADMITTED IN CONNECTICUT
***ALSO ADMITTED IN WASHINGTON, D.C.

September 5, 2012

By Federal Express

Garland S. Cassada, Esq.
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

Re: *In re: Garlock Sealing Technologies LLC*, 10-BK-31607

Dear Garland:

Enclosed, on behalf of the Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal-Mogul Asbestos Personal Injury Trust, the Owens Corning/Fibreboard Asbestos Personal Injury Trust, and the United States Gypsam Asbestos Personal Injury Settlement Trust (collectively, the "Producing Trusts") are six separate CD-ROMs containing trust information called for by Judge Hodges's Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, dated August 7, 2012 (the "Order").

The data fields and information being produced by the Producing Trusts have been limited to the specific categories of information required to be produced under the terms of the Order for those individuals whose names and social security numbers, as maintained by the Producing Trusts, exactly matched the names and social security numbers supplied by Debtors in connection with their subpoena and the Order. The Producing Trusts hereby designate this trust information as "Confidential" pursuant to the Order.

INSYLVANIA AVENUE, NW, WASHINGTON, D.C. 20006 (202) 349-0122, FAX: (202) 419-0421

**Trial Exhibit
GST-1601**

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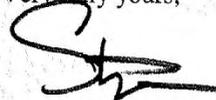
MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P.C.

Garland S. Cassada, Esq.
September 5, 2012
Page 2

Consistent with Paragraph 6 of the Order, we will provide you with information regarding the costs associated with this production by separate correspondence.

Please do not hesitate to contact me at (212) 880-9475 if you have any questions regarding the enclosed materials or any other matter.

Very truly yours,

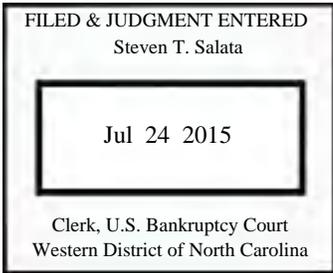


Stephen M. Juris

Enc.

cc: Trevor W. Swett III, Esq. (w/enclosures)
Edwin J. Harron, Esq. (w/o enclosures)

EXHIBIT I



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES LLC,
et al.,

Debtors.¹

Case No. 10-BK-31607
Chapter 11
Jointly Administered

**ORDER GRANTING IN PART AND DENYING IN PART DEBTORS' MOTION FOR
LEAVE TO SERVE SUBPOENA ON MANVILLE TRUST**

This matter came before the Court pursuant to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (**Docket No. 4599**) (the "Motion"), filed to obtain discovery relevant to the hearing on confirmation of Debtors' Second Amended Plan of Reorganization (the "Confirmation Hearing"). Upon consideration of the Motion, the Objection of Non-Party Manville Personal Injury Settlement Trust to the Debtors' Motion for Leave to Serve Subpoena

¹The Debtors in these jointly administered cases are Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and The Anchor Packing Company.

(Docket No. 4638), the Response and Limited Objection of the Official Committee of Asbestos Personal Injury Claimants to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4644), Debtors' Reply in Support of Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4646), the Sur-Reply of Non-Party Manville Personal Injury Settlement Trust to Debtors' Motion for Leave to Serve Subpoena (Docket No. 4660), and the arguments of counsel at the hearing on June 17, 2015, and for the reasons stated on the record at the hearing on June 30, 2015, the Court grants the Motion in part and denies the Motion in part and hereby orders as follows:

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, and it is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given.

2. Debtors are authorized to issue and serve a subpoena on the Manville Personal Injury Settlement Trust (the "Manville Trust") forthwith, consistent with the terms and conditions of this Order. Debtors shall reimburse the Manville Trust's reasonable expenses in complying with the subpoena.

3. On or before July 15, 2015, Debtors shall provide to the Manville Trust a list (in electronic, text searchable format) of first and last names, in separate fields, for claimants listed as having pending non-mesothelioma or unknown disease claims in the latest version of Debtors' claims database. The list may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name ("executor," "deceased," "dec," etc.) but that may be contained in the first and last name fields, and may also

close spaces between parts of a name (i.e., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

4. On or before July 31, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 3 above with the filings in the Manville Trust database whose injured party datafield or related claimant datafield matches a first and last name in the list provided by Debtors (“Initial Matching Claimants”). In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Initial Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Initial Matching Claimants’ data will be produced if they do not notify the Manville Trust and Debtors in writing, within 14 days (*i.e.*, by August 14, 2015), that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or that the Initial Matching Claimant intends to file a motion to quash.

- a. If an Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, counsel for such Initial Matching Claimant shall notify both the Manville Trust and Debtors’ counsel, in writing, on or before August 14, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Initial Matching Claimant.
- b. If counsel for any Initial Matching Claimant communicates to the Manville Trust by August 14, 2015 an intent to file a motion to quash the subpoena, the Manville

Trust shall stay the production of any records relating to such Initial Matching Claimant for an additional two weeks (*i.e.*, until August 28, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Initial Matching Claimant until such motion is resolved.

If a motion is not filed within that time, the Manville Trust shall produce to Debtors the records described in paragraph 4(c) below relating to the Initial Matching Claimant on or before September 4, 2015.

- c. If counsel for any Initial Matching Claimants do not on or before August 14, 2015
 - (i) notify the Manville Trust and Debtors that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or
 - (ii) communicate to the Manville Trust an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the information in paragraph 5 relating to any such Initial Matching Claimants on or before August 28, 2015, as well as a copy of the computer code the Manville Trust used to identify the Initial Matching Claimants.
- d. The records produced by the Manville Trust relating to the Initial Matching Claimants are referred to herein as the “Initial Production.”

5. The Manville Trust shall produce to Debtors (in electronic database format) the following information pertaining to Initial Matching Claimants (to the extent the Manville Trust database contains such information):

- a. Manville POC number;
- b. Injured party name;
- c. Related party name;

- d. Social Security number;
- e. Date of birth;
- f. Gender;
- g. Claimant address and contact information;
- h. Date of death (if applicable);
- i. Whether death was asbestos-related (if applicable);
- j. Personal representative (if any);
- k. Law firm representing claimant;
- l. Whether Manville Trust claim has been approved or paid;
- m. Date Manville Trust claim was filed;
- n. Disease level, both as filed and as approved, and related database fields including diagnosis date, diagnosing doctor, diagnosing facility, claimant B-reader, medical audit, disease category, PFT, and ILO score(s) and related diagnosis assessment fields;
- o. Claim type (i.e., first injury claim or second injury claim);
- p. Amount paid by Manville Trust to claimant (if applicable);
- q. Database fields containing exposure information, including occupation, industry, dates of exposure, and related database fields in the “exposure” table;
- r. Database fields containing information about tort suit, including jurisdiction and other such database fields;
- s. Smoking history;
- t. Nature of co-worker’s exposure (if applicable); and

u. Copies of medical records, exposure affidavits, death certificates, and other non-privileged documents maintained by the Manville Trust and typically provided to co-defendants pursuant to subpoena, linked to Manville POC number.

6. Debtors' claims expert (Bates White) shall use the following data fields from the Initial Production (as well as any other data fields that can reliably be used for this purpose) in conjunction with its standard matching algorithms to identify claimants in the Initial Production who do not in fact have pending claims against Debtors according to their database ("Non-Matching Claimants"):

- a. Injured party name;
- b. Related claimant name;
- c. Claimant address and contact information;
- d. Personal representative (if any);
- e. Social Security number;
- f. Date of birth;
- g. Date of death (if applicable);
- h. Disease level (both as filed and as approved);
- i. Lawsuit filing date;
- j. Law firm representing claimant; and
- k. Jurisdiction.

7. After identifying Non-Matching Claimants, Bates White shall perform the following tasks:

- a. Bates White shall permanently delete the records of Non-Matching Claimants from the Initial Production (thus creating the "Matched Production").

- b. Bates White shall assign a unique identifier to each claimant record in the Matched Production.
- c. Bates White shall create a separate file (the “Matching Key”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by the Manville Trust include such information):
 - i. Manville POC number, injured party name, related claimant name, SSN, date of birth (except month and year for each claimant), claimant address and contact information;
 - ii. Personal representative name, SSN, address and contact information;
 - iii. Occupationally exposed person name, SSN, address and contact information;
 - iv. Other exposed person name, SSN, address and contact information;
 - v. Exposure affiant name;
 - vi. Dependent name;
 - vii. Dependent date of birth (except year for each dependent); and
 - viii. Lawsuit case numbers (except jurisdiction).

The Matching Key shall also contain the documents listed in paragraph 5(u) of this Order, linked to the unique identifier and other fields.

- d. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields and documents contained within the Matching Key. The resulting database will be the “Anonymized Matched Production.”
- e. Bates White shall store the Matching Key in a separate, password-protected folder on its network, accessible only to Bates White professionals engaged in work

relating to the Confirmation Hearing (or, in the case of the documents in paragraph 5(u), a litigation support company engaged to extract data from such documents and that signs a joinder to the Stipulated Protective Order). The Matching Key shall be used only for the following purposes: (i) matching and combining the Anonymized Matched Production, on a claimant-by-claimant basis, with data from Debtors' database or other sources, (ii) verifying the accuracy of any matching of data performed by any expert for the Committee, (iii) defending challenges to the accuracy of Bates White's matching of such data to other data sources, and (iv) in the case of the documents listed in paragraph 5(u) of this Order, to perform expert analysis relating to the Confirmation Hearing (by extracting data from those documents and adding such extracted data to the Anonymized Matched Production, so long as the extracted data does not include claimant identifying information including claimant identifying information of the type contained within paragraphs 7(c)(i) to 7(c)(viii) (which, for purposes of this Order, may also include, without limitation, information such as Medicare HIC numbers, Medicaid identification numbers, and patient record locator numbers)). Absent further order by this Court, Debtors and Bates White shall not use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the unique identifiers in the Anonymized Matched Production to the Matching Key. To the extent the Matching Key is used to match the Anonymized Matched Production, on a claimant-by-claimant basis, to Debtors' database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete

from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

8. On or before September 18, 2015, Bates White shall serve a declaration on the Manville Trust and the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) that describes the process used to match claimants and identify Non-Matching Claimants, attests to the permanent deletion of the records of Non-Matching Claimants; identifies the Non-Matching Claimants whose records were deleted; attests to the creation of the Anonymized Matched Production and the Matching Key (and the deletion of the records contained in the Matching Key from the Matched Production); and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. Bates White shall contemporaneously serve the Manville Trust and the Committee with copies of the computer code for the matching algorithms used (“Matching Code”), Matching Key and Anonymized Matched Production, on a password-protected hard drive. The Committee and any of its experts shall likewise store the Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing. To the extent the Matching Key is used by the Committee or its agents to match the Anonymized Matched Production, on a claimant-by-claimant basis, to any other database or other sources of information, the Committee and its agents shall delete from any resulting database any datafields, information or documents of the type contained within

paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Committee, or any other public or nonpublic source (any such database being an “Anonymized Database”).

9. On or before October 13, 2015, Debtors shall provide to the Manville Trust (in electronic, text searchable format) a list of first names, last names, and SSNs, in separate fields, for claimants and associated related claimants who filed proofs of claim in this bankruptcy case alleging non-mesothelioma or unknown disease claims and who were not in the Matched Production.

10. On or before October 27, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 9 above with the following records in the Manville Trust database (together, “Supplemental Matching Claimants”): (a) Manville Trust records where the injured party or related claimant SSN matches the injured party or related claimant SSN provided by Debtors, (b) Manville Trust records where the injured party or related claimant first name, last name, and last four digits of SSN match the injured party or related claimant first name, last name, and last four digits of SSN provided by Debtors; or (c) in the case of claimants who did not provide an SSN in their proof of claim form or ballot, Manville Trust records where the injured party or related claimant first and last name matches the claimant or related claimant first and last name in the list provided by Debtors. In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Supplemental Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Supplemental Matching Claimants’ data will be produced if they do

not notify the Manville Trust and Debtors in writing, within 7 days (*i.e.*, by November 3, 2015) that the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, or that the Supplemental Matching Claimant intends to file a motion to quash.

- a. If the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, counsel for such Supplemental Matching Claimant shall notify both the Manville Trust and Debtors' counsel, in writing, on or before November 3, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Supplemental Matching Claimant.
- b. If counsel for any Supplemental Matching Claimant communicates to the Manville Trust and Debtors before November 3, 2015 an intent to file a motion to quash the subpoena, the Manville Trust shall stay the production of any records relating to such Supplemental Matching Claimant for one week (*i.e.*, until November 10, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Supplemental Matching Claimant until such motion is resolved. If a motion is not filed on or before November 10, 2015, the Manville Trust shall produce to Debtors the records described in Paragraph 10(b) below relating to the Supplemental Matching Claimant on or before November 11, 2015.
- c. If counsel for any Supplemental Matching Claimants do not communicate to the Manville Trust and Debtors before November 3, 2015 (i) that the Supplemental Matching Claimant has not filed a proof of claim, or (ii) an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the

information in paragraph 5 relating to any such Supplemental Matching Claimants on or before November 4, 2015, as well as a copy of the computer code the Manville Trust used to identify Supplemental Matching Claimants.

- d. The records produced by the Manville Trust relating to the Supplemental Matching Claimants are referred to herein as the “Final Production.”
- e. Promptly upon the production of the Final Production, Bates White shall follow the procedures in paragraphs 6 and 7 to identify Non-Matching Claimants in the Final Production; delete the records of Non-Matching Claimants in the Final Production; separate the Final Production into a Second Anonymized Matched Production and Second Matching Key; and then add the Second Anonymized Matched Production and Second Matching Key to the Anonymized Matched Production and Matching Key to create the “Final Anonymized Matched Production” and “Final Matching Key.”

11. For the avoidance of doubt, the requirements set forth in paragraph 7 above relating to the use and deletion of datafields, information and/or documents contained within the Matching Key apply with full force and effect to the datafields, information and/or documents contained in the Second Matching Key and Final Matching Key. Accordingly, to the extent the Second Matching Key and/or Final Matching Key are used to match the Second Anonymized Matched Production, the Final Anonymized Matched Production, and/or any other records produced by the Manville Trust on a claimant-by-claimant basis, to Debtors’ database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was

derived from data produced by the Manville Trust, data and information already maintained by Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

12. On or before November 16, 2015, Bates White shall serve on the Manville Trust and Committee a second confidential declaration in the form of the one described in paragraph 8 above, and shall contemporaneously serve Manville Trust and the Committee with copies of the Final Anonymized Matched Production and Final Matching Key. Bates White shall be bound by the same restrictions contained in paragraph 7(e) above with respect to the Final Matching Key. The Committee and any of its experts shall likewise store the Final Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing, and shall be subject to the same restrictions contained in paragraph 8 above with respect to the Final Matching Key.

13. The Final Matching Key and Final Anonymized Matched Production as well as (while they exist) the Initial Production, Second Production, and intermediate steps before creation of the Final Matching Key and Final Anonymized Matched Production (including the Matched Production, the Matching Key, the Anonymized Matched Production, the Second Matching Key, and the Second Anonymized Matched Production), the declarations required by paragraphs 8 and 12, and any Anonymized Databases (together, “Manville Confidential Information”) and the Matching Code shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. In addition to and without diminution of the protections in that Order, the provisions in this Order will apply, including the following:

- a. Records relating to Non-Matching Claimants shall not be used for any purpose.

- b. For the purposes of Section 5 of the Stipulated Protective Order, the Court hereby rules that Manville Confidential Information is appropriately treated as Confidential.
- c. No claimant-specific data from or derived from the Manville Confidential Information, including without limitation the kinds of claimant information listed in paragraphs 7(c)(i) through 7(c)(viii) above, shall be (i) offered as evidence in the Confirmation Hearing, (ii) placed on the public record, or (iii) filed with the Bankruptcy Court, the District Court, or any reviewing court, absent further order by this Court made after notice of hearing of a motion authorizing such use (with notice to claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust), brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- d. Without diminishing or limiting the restrictions set forth in paragraph 13(c) above, such Manville Confidential Information that is not subject to the terms of paragraph 13(c) may be offered as evidence in the Confirmation Hearing or otherwise placed on the public record, but only upon further order of the Court made after notice of hearing of a motion authorizing such use, brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- e. If, in connection with a motion pursuant to Paragraph 13(c) or (d), or any response to such motion, a party proposes to place such Manville Confidential Information under seal, that party shall have the burden of making the showing required for sealing under applicable law.

- f. In addition to, and without diminution of any other use restrictions in this Order, the Manville Confidential Information shall be used only in connection with the Confirmation Hearing.
- g. Notwithstanding the foregoing, in the course of the Confirmation Hearing and solely for the purposes thereof, a party may use in the Bankruptcy Court, or any reviewing court, summaries or analyses derived from Manville Confidential Information if such material is redacted so as not to reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
- h. Likewise, nothing herein shall prohibit an expert witness with access pursuant to the Stipulated Protective Order from using or referring to Manville Confidential Information in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning Manville Confidential Information, so long as such testimony, summary, or report does not reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, none of the Manville Confidential Information shall be subject to subpoena or otherwise discoverable by any person or entity other than the Debtors, the Committee, the Future Asbestos Claimants' Representative ("FCR"), or Coltec Industries Inc. ("Coltec"). If the FCR or Coltec request copies of the Manville Confidential Information, they shall be bound by all the provisions of this order that apply to the Debtors, Bates White, and the Committee.

15. Within one month after the later of the entry of a final confirmation order or the exhaustion of any appeals therefrom, the parties and any retained professionals, experts or agents possessing the Final Anonymized Matched Production and Final Matching Key (or any other Manville Confidential Information) shall (i) permanently delete those files, and any excerpts thereof, without in any way retaining, preserving, or copying the Final Anonymized Matched Production, Final Matching Key, or Manville Confidential Information, and (ii) certify in writing to the Manville Trust that they have permanently deleted such files and any excerpts thereof.

16. Subject to the requirements of paragraphs 7, 8, 11, 12, and 13 of the Order, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Confirmation Hearing in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Manville Confidential Information.

17. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT E

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust c/o Delaware Claims Processing Facility (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

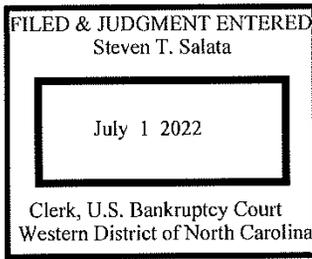
(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)



J. Craig Whitley United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In re ALDRICH PUMP LLC, et al., Debtors. Chapter 11 Case No. 20-30608 (JCW) (Jointly Administered)

ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

This matter coming before the Court pursuant to the Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC [Dkt. 1111] (the "Motion"), filed by Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors-in-possession in the above-captioned cases (together, the "Debtors"). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

1 The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

2 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

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Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the "May 26 Hearing"), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust ("Manville Trust");
- b. the Delaware Claims Processing Facility ("DCPF") with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the "DCPF Trusts"): ³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”).⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

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Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

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applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the "Trust Production Date"). As to all Matching Claimants identified in the Paddock Database (collectively, the "Paddock Matching Claimants" and each, individually, a "Paddock Matching Claimant"), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the "Paddock Production Date").

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the "Trust Anonymized Matched Production"):

⁷ For the avoidance of doubt, the terms "Trust Matching Claimant" and "Paddock Matching Claimant" referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.
The Judge's signature and Court's seal appear
at the top of the Order.

United States Bankruptcy Court

EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the "Order"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: The Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust c/o Delaware Claims Processing Facility (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801

DATE AND TIME See dates in Order

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day’s attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server’s signature

Printed name and title

Server’s address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Celotex Asbestos Settlement Trust c/o Delaware Claims Processing Facility

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(c) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

(Complete if issued in an adversary proceeding)

Case No. 20-30608

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Delaware Claims Processing Facility c/o Officer, Director or Agent 1000 N. West St., Suite 300, Wilmington, DE 19801 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

UNITED STATES BANKRUPTCY COURT

District of _____

In re _____ Debtor

(Complete if issued in an adversary proceeding)

Case No. _____

Chapter _____

Plaintiff
v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: _____
(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE, DATE AND TIME See dates in Order

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE, DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day’s attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server’s signature

Printed name and title

Server’s address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: The Flintkote Asbestos Trust c/o Delaware Claims Processing Facility (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
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- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
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(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

....
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Federal-Mogul U.S. Asbestos Personal Injury Trust c/o Delaware Claims Processing Facility (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Owens Corning / Fibreboard Asbestos Personal Injury Trust c/o Delaware Claims Processing Facility

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(e) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

(Complete if issued in an adversary proceeding)

Case No. 20-30608

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Pittsburgh Corning Corporation Asbestos PI Trust c/o Delaware Claims Processing Facility

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
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(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

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(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

(Complete if issued in an adversary proceeding)

Case No. 20-30608

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: United States Gypsum Asbestos Personal Injury Settlement Trust c/o Delaware Claims Processing Facility

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

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Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day’s attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server’s signature

Printed name and title

Server’s address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
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(e) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

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(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

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(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

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(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

JUL 05 2022

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: WRG Asbestos PI Trust c/o Delaware Claims Processing Facility (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Kelly Farnan, Richards, Layton & Finger, P.A. 920 North King St., Wilmington, DE 19801) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

- (i) is a party or a party's officer; or
- (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

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(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT F



Deposition of:
Richard R. Winner

August 16, 2021

In the Matter of:
In Re: DBMP, LLC

Veritext Legal Solutions

800.743.DEPO (3376) | Calendar-carolinas@veritext.com |
www.veritext.com

1 look at that email and decide whether or not there was a
2 Social Security number present or not.

3 Q. If an email is quarantined, do you contact the
4 sender or do you just leave it in quarantine?

5 A. If someone was trying to send me an email, I
6 would get notice that it was quarantined. And depending
7 on who it was from, you know, I may reach out to them or
8 I may not. I mean --

9 Q. Okay.

10 A. -- each user can decide whether or not they
11 want to follow up on that email.

12 Q. Okay. Would you -- we've reviewed paragraph 7
13 of the revised order and the more limited scope of data
14 that's recovered by DBMP's information request. Assuming
15 that DBMP sent DCPF a list of the names and Social
16 Security numbers for claimants who made claims against
17 Old CertainTeed, and assuming further that DCPF actually
18 provided data fields for each claim that correlated to a
19 name and Social Security number and returned it to DBMP
20 and the other parties in the bankruptcy case, what harm
21 would claimants suffer in that case?

22 MR. RUBINSTEIN: I object to the form of
23 the question.

24 MR. GOLDMAN: Objection to form.

1 THE WITNESS: All of the information
2 submitted with the claim is confidential. And so this
3 information -- there's a few potential, you know,
4 security concerns with things like that. Anytime someone
5 has more information about an individual, they may be
6 able to use that information to gain the confidence of
7 the individual or potentially, you know, get involved in
8 a scam for the individual. A lot of our claimants are
9 older. And then the more information someone has, then
10 the easier it would be to pretend, to call them up and
11 pretend you are who you say you are because you have this
12 very specific individual information.

13 And also, again, like I mentioned before,
14 some of these exposure fields will have names and will
15 have Social Security information, and all of that can be
16 used for the same sort of issues or for identity theft.
17 So all of the information is confidential. And we've
18 always tried to minimize, you know, information that's
19 produced.

20 BY MR. CASSADA:

21 Q. So is it DCPF's concern that one of the
22 parties in the bankruptcy case or one of their experts
23 would misuse trust information to exploit individual
24 claimants?

1 MR. RUBINSTEIN: Just one note before he
2 answers, I should have said this earlier, that the record
3 should be clear that Mr. Winner is testifying in his
4 personal capacity. He can answer if he knows the answer
5 as DCPF, but I just want to be clear that he is not
6 testifying as DCPF. Subject to that, Mr. Winner is free
7 to answer.

8 THE WITNESS: The issue is -- when you
9 produce data, there may be, as a result of human error,
10 there may be a result of -- if you have been following,
11 you know, what's been going on lately, especially since
12 COVID, there's quite an increase in, you know, people
13 trying to hack into data. And sometimes, as there was a
14 recent with SolarWinds, which was a supply chain hack,
15 which means they didn't go after the company directly.
16 They went after the provider of some of the software that
17 the company uses and were able to hack into that
18 software. And then the companies downloaded, as a normal
19 patch process, to patch their system, they thought they
20 were doing what was needed to be, you know, from a
21 security standpoint. And they inadvertently then, you
22 know, downloaded this vulnerability.

23 So when you have data, the more places it
24 is, the more potential there is, either through human

1 error or some other attempt, for someone to be able to
2 access the data.

3 BY MR. CASSADA:

4 Q. So your concern is directed toward the
5 potential for one of the recipients of the data in the
6 litigation to be hacked and so that there's a data
7 breach?

8 MR. RUBINSTEIN: I object to the form of
9 the question.

10 THE WITNESS: My concern is that the data
11 that's submitted with the claim is considered
12 confidential. DCPF has a duty to maintain the security
13 of this data. So the more often it releases data, the
14 DCPF then loses control of this data. What occurs to
15 that data outside the facility, you know, we do not have
16 control of. So the more locations your data is, the more
17 risk the data would be under.

18 BY MR. CASSADA:

19 Q. Are you concerned that any harm could come
20 specifically to DCPF as a result of providing the data?

21 MR. RUBINSTEIN: I object to the form of
22 the question.

23 THE WITNESS: If the DCPF, you know, was
24 not to live up to its obligation to protect this data,

1 then the DCPF could suffer harm either from the existing
2 trusts, who we are currently processing claims for, or
3 potentially, you know, future trusts, if it's thought
4 that we are not adequately protecting this data.

5 BY MR. CASSADA:

6 Q. Do you know whether the DCPF believes that it
7 holds proprietary interest in the data that's being
8 sought?

9 MR. RUBINSTEIN: I object to the form of
10 the question.

11 THE WITNESS: I'm not sure what you mean
12 by that -- the question.

13 BY MR. CASSADA:

14 Q. Do you know whether DCPF regards any of the
15 data requested by DBMP to be a trade secret belonging to
16 DCPF?

17 MR. RUBINSTEIN: I object to the form of
18 the question. Calls for a legal conclusion.

19 MR. GOLDMAN: The same objection.

20 THE WITNESS: The data belongs to the
21 trust, the trustee, and the DCPF, and it's all considered
22 confidential. And the DCPF is responsible for protecting
23 that data and keeping it confidential.

24 BY MR. CASSADA:

1 Q. Okay. Let me ask you to turn to paragraph 23
2 of your declaration.

3 A. (Witness complies.)

4 Q. Are you there?

5 A. Yes.

6 Q. Okay. So in paragraph 23 your testimony is
7 that "Because of the highly sensitive nature of the
8 claimant data it maintains, DCPF opposes the disclosure
9 of such data on a wholesale basis in mass litigations
10 where only a random, anonymized sampling is necessary to
11 the adjudication."

12 Did I read that correctly?

13 A. Yes.

14 Q. Okay. Do you have an understanding respecting
15 what the purpose of DBMP's data request is?

16 A. I am familiar with the fields that they are
17 requesting.

18 Q. Okay. Do you have any understanding with
19 respect to why DBMP believes that data it's requesting is
20 relevant and needed in its case?

21 MR. RUBINSTEIN: Objection to the form of
22 the question.

23 THE WITNESS: No, I'm not aware of the
24 exact needs in this case.

1 BY MR. CASSADA:

2 Q. Do you have any understanding at all?

3 A. When data for an individual claimant is
4 subpoenaed, it's usually for an issue that involves
5 something for that claimant. The issue is when --
6 typically in a request for a mass number of claims is
7 because they, they are looking to use the information in
8 order to draw conclusions about a larger population of
9 claims.

10 Q. And do you know what potential conclusions
11 DBMP is interested in?

12 A. No, I do not.

13 Q. In paragraph 23, can you describe what you
14 mean by a random, anonymized sampling of data?

15 A. What I mean by that is when -- again, from the
16 security standpoint and the confidentiality of the data,
17 the goal, as much as possible, would be, one, to reduce
18 the number of claims that are being produced. Two,
19 reduce -- second, to reduce the number of fields that are
20 being produced. And third would be to reduce the number
21 of places that data is produced to.

22 My role here is trying to, you know, to
23 maintain the data and its confidentiality. And so the
24 more you are able to reduce the amount of data that's at

1 risk, and then also anonymize it so that it cannot be
2 tied back to a particular claimant, the more -- the less
3 risk there will be in that type of data production.

4 Q. When you say "anonymize it," what does that
5 mean?

6 A. Well, it means removing any information that
7 could be identified back to a particular individual.

8 Q. Okay. And in this case, DBMP is providing the
9 names of individuals and asking whether they filed
10 claims, and is asking for information about those claims,
11 but is not asking DCPF to provide any identifying
12 information for the personal claimants.

13 You understand that; right?

14 MR. RUBINSTEIN: I object to the form of
15 the question. It misstates prior testimony.

16 THE WITNESS: No. As I stated earlier,
17 the information requested in exposure and things like
18 that can have that type of information that could
19 identify individuals.

20 BY MR. CASSADA:

21 Q. Okay. So you could anonymize the information
22 in those particular fields, couldn't you?

23 MR. RUBINSTEIN: I object to the form of
24 the question.

EXHIBIT G

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re	:	Chapter 11
	:	
BESTWALL LLC ¹	:	Case No. 17-31795 (LTB)
	:	
Debtor.	:	
	:	

**MOTION OF THE DEBTOR TO (A) APPROVE RESOLVED
CLAIM SAMPLE AND (B) AUTHORIZE RELATED DISCLOSURE
PURSUANT TO RULE 502(d) OF THE FEDERAL RULES OF EVIDENCE**

Bestwall LLC, the debtor and debtor in possession in this chapter 11 case (“Bestwall” or the “Debtor”), moves this Court for an Order (a) approving the sample of resolved Bestwall Mesothelioma Claims² set forth on Exhibit A (the “Resolved Claim Sample”) as random, representative, and appropriate for use in the estimation proceeding in this chapter 11 case, including with respect to (i) the trust discovery previously authorized by this Court and (ii) the Debtor’s disclosure of privileged information in response to discovery propounded by the Official Committee of Asbestos Personal Injury Claimants (the “ACC”) and the Future Claimants’ Representative (the “FCR” and, together with the ACC, the “Claimant Representatives”); and (b) authorizing the Debtor, under Rule 502(d) of the Federal Rules of Evidence (“Rule 502(d)”), to produce to the Claimant Representatives certain privileged attorney-client communications and attorney work product and to permit related testimony for claims in the Resolved Claim Sample, without waiving (x) the protection for privileged communications or work product in this

¹ The last four digits of the Debtor’s taxpayer identification number are 5815. The Debtor’s address is 133 Peachtree Street, N.E., Atlanta, GA 30303.

² The term “Bestwall Mesothelioma Claims” has the meaning given to it in the *Order Authorizing Estimation of Current and Future Mesothelioma Claims* [Dkt. 1577] (the “Estimation Order”).

chapter 11 case or in any other federal or state proceeding or (y) the Claimant Representatives' right to seek other privileged or work product-protected information in this case. This Motion is supported by the *Declaration of Jorge Raul Gallardo-Garcia, PhD*, attached as Exhibit B (the "Gallardo-Garcia Declaration").

Importantly, the Motion does *not* seek from this Court any ruling regarding whether the Resolved Claim Sample complies with the separate decisions of the United States District Court for the District of Delaware (the "Delaware District Court") in connection with the Debtor's service of subpoenas on certain trusts. *In re Bestwall LLC*, No. 1:21-MC-141 (CFC) (D. Del. June 1 and 17, 2021) [Orders, Dkts. 30, 33, Memorandum. **Dkt. 29**]. Rather, the Motion asks only that this Court enter a ruling that the Resolved Claim Sample is appropriate for use in the estimation proceeding it is overseeing both for trust discovery and disclosure of privileged information by the Debtor.

Preliminary Statement

The parties already have agreed to use, and have been using for many months, a random and representative 2,700-claim sample of Bestwall Mesothelioma Claims in the estimation discovery process. The Debtor already has gathered all claim files for these 2,700 claims and produced to the Claimant Representatives all non-privileged documents from these files. This 2,700-claim sample includes 500 claims selected by the FCR's economic consultant.

The parties also have agreed that a random and representative sample should be used in connection with a Rule 502(d) order and that a narrower sample is needed to comply with orders from the Delaware District Court limiting the number of claims that can be subject to trust discovery to a roughly 1,500-claim sample. The Debtor, accordingly, has formulated the Revised Claim Sample, which consists of a 1,501-claim sample, drawn by its economic consultant, and

proposed it to the Claimant Representatives for use with the Debtor's trust discovery and a proposed 502(d) order.

The Revised Claim Sample, is a subset of the 2,700 claim sample the parties already are using and includes 358 (72%) of the claims selected by the FCR's consultant and 1,143 (76%) of the claims selected by Debtor's consultant. Using the same sub-sample for both trust discovery and production of privileged documents under a Rule 502(d) order makes sense because both the Debtor's trust discovery and the Claimant Representatives' demand for privileged materials relate to the same topic: determining the extent to which Bestwall's mesothelioma claims resolution history provides an appropriate basis for valuing current and future mesothelioma claims. In addition, because this proposed sub-sample comes from within the 2,700-claim sample the parties already are using, it will eliminate the time-consuming process of gathering and reviewing additional files and therefore is most efficient, particularly given the April 4, 2022 deadline for estimation fact discovery.

Despite numerous requests by the Debtor, commitments by counsel for the Claimant Representatives in open Court, promises by the Claimant Representatives to the Debtor and representations in Court that they are trying to be "constructive,"³ the Claimant Representatives have not been constructive. Instead, it is clear they will offer no assistance in the Debtor's efforts

³ See Oct. 19, 2021 Hearing Tr. 59:5-9 (Ms. Ramsey: "I didn't want to leave the Court with the impression that we were not getting back to the debtor, that there hadn't been dialogue about this, or that we were not trying to be constructive and finding ways to, to achieve some agreement between the parties."). A true copy of relevant pages from the October 19, 2021 Hearing Transcript are annexed hereto as Exhibit C.

to obtain trust discovery,⁴ even though counsel representing ACC members have the ability to agree to this discovery based on their representation of settled claimants.⁵

The Claimant Representatives have refused to meet and confer on the sample. They have refused to permit the parties' respective experts to discuss a sample. They have refused to respond to the sample or propose an alternative. They have refused to engage on a sample either for purposes of the Debtor's trust discovery or the Debtor's disclosure of certain privileged and work product-protected information. And, they have failed to respond to the revised draft Rule 502(d) order that the Debtor provided to their counsel on October 13, 2021. Accordingly, the Debtor is filing this Motion to seek the approval of this Court, as the tribunal presiding over the estimation proceeding and this case, to approve the sample drawn by the Debtor's consultant, Bates White LLC ("Bates White"), as a random, representative sample that is appropriate for use in the estimation, and to approve the form of the Rule 502(d) order attached to this Motion.

⁴ See Oct. 19 Hearing Tr. 58:23–24 (Ms. Ramsey: "I think both of the parties have sort of drawn a line, the Committee with no, *no assistance with trust discovery*") (emphasis added). The ACC's counsel has indicated that they do not want to be "complicit" in the Debtor's efforts to obtain discovery to test the Claimant Representatives' settlement-based estimation methodology. Sept. 29, 2021 Hearing Tr. 62:12–15 (Ms. Ramsey: "[T]hey're trying to put the claimant representatives in a position of becoming complicit, we think, in identifying files to -- that -- that are the subject of this."). A true copy of relevant pages from the September 29, 2021 Hearing Transcript are annexed hereto as Exhibit D. It is difficult to understand why the Claimants Representatives believe cooperating with the Debtor to allow it to obtain the discovery this Court has approved and ordered somehow makes them "complicit" in any resulting revelations from that discovery.

⁵ Lawyers representing members of the ACC (many of whom also represent a significant number of the resolved claimants who are opposing the Debtor's trust discovery) and other law firms raising objections in Delaware have the ability under standard trust distribution procedures applicable to most of the Delaware trusts to consent to the release of trust claims data on behalf of their clients. This consent would permit the Delaware Claims Processing Facility to produce this information. See, e.g., *Second Amended and Restated Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust Distribution Procedures* (attached as Exhibit E) at ¶ 6.5 (providing that "[t]he PI Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, *with the permission of the claimant, ... to such other persons as authorized by the claimant*, or in response to a valid subpoena of such materials issued by the Bankruptcy Court") (emphasis added). The technical distinction between the role of attorneys representing claimants on the ACC and their role in representing previously settled claimants allows them to engage in gamesmanship where they appear before this Court in one capacity and object to the trust discovery and then, having lost before this Court, appear in another capacity in Delaware and make the very same objections again.

Approval of this Motion will foster progress and avoid further delay in the estimation by enabling the Debtor to move forward in its pursuit of the trust discovery this Court authorized, while at the same time eliminating or narrowing potential disputes with respect to the Debtor's withholding of privileged information. Absent relief from the Court, the Debtor believes that disputes about discovery issues (including the Debtor's Revised Claim Sample and whether it is random and representative) may arise later and threaten the already-extended estimation schedule. The Debtor respectfully submits that this Motion should be granted.

Background

1. On July 29, 2021, in an effort to comply with the rulings of the Delaware District Court quashing, without prejudice, subpoenas for trust discovery, Bestwall filed *Debtor's Motion to Authorize Issuance and Service of New Subpoenas* [Dkt. 1924] (the "New Subpoenas Motion"). This motion sought approval of subpoenas for the production of trust claim and exposure data from identified asbestos trusts (the "Trusts") for a random, representative 10% sample of approximately 15,000 Bestwall Mesothelioma Claims resolved by settlement or verdict (such proposed subpoenas, the "New Trust Subpoenas").⁶ The principal purpose of this discovery is to determine the extent to which the Debtor's prepetition payments for resolved Bestwall Mesothelioma Claims were affected by the claimants' failure to disclose to Bestwall their exposures to products for which the Trusts are responsible.⁷ The Claimant Representatives, who opposed the Debtor's original request for trust discovery, likewise opposed the motion for New Trust Subpoenas. See Dkt. 2014.

⁶ The Debtor sought a 10% sample of the original group of roughly 15,000 resolved Bestwall Mesothelioma Claims to comply with an order of the Delaware District Court in response to a motion to clarify its ruling quashing trust subpoenas, without prejudice. See *In re Bestwall LLC*, No. 1:21-MC-141 (CFC) (D. Del. June 17, 2021) [Dkt. 33] (the "Delaware District Court Order").

⁷ As previously noted by the Debtors, this discovery is needed to test the settlement methodology offered by the Claimant Representatives. See Oct. 19, 2021 Hearing Tr. 70:2-4 (Mr. Gordon: "The whole purpose of the trust discovery is to allow us to determine whether the methodology [the Claimant Representatives] want to put in front of your Honor is appropriate.").

They opposed the trust discovery despite the acknowledgment by the FCR's counsel that the discovery *was needed by the FCR's estimation expert*: "until I get the discovery and my experts... and my cohorts make a determination about the reliability of that settlement history, ... [the liability] could be lower because maybe it was infected with what the debtors are saying was a lack of disclosure." Aug. 31, 2021 Hearing Tr. 172:23–173:7 (comments of Ms. Zieg).⁸

2. The 1,500-claim sample described in the New Subpoenas Motion was drawn from a larger 2,700-claim random and representative sample to which Bestwall and the Claimant Representatives had agreed (and have been using) for purposes of estimation discovery (the "Agreed Discovery Sample"). The Agreed Discovery Sample includes claims resolved through verdict, settlement, and dismissal selected by experts for the Debtor and the Claimant Representatives. This sample is comprised of 2,200 claims from a random, stratified sample drawn by the Debtor's expert, Bates White, as supplemented by an additional 500 claims selected by the Claimant Representatives' experts. The Debtor has produced all non-privileged documents contained in the case files for the Bestwall Mesothelioma Claims included in the Agreed Discovery Sample.

3. On August 6, 2021, the Claimant Representatives moved to compel the production of *all* privileged information within *all* 2,700 of the case files in the Agreed Discovery Sample. *See The Official Committee of Asbestos Claimants' and the Future Claimants' Representative's Motion to Compel the Debtor to Produce Claim Files and Comply with Case Management Order [Dkt. 1967]* (the "Motion to Compel").⁹ The Claimant Representatives asserted that production

⁸ A true copy of relevant pages from the August 31, 2021 Hearing Transcript are annexed hereto as Exhibit F.

⁹ Prior to filing the Motion to Compel, on June 23, 2021, the Claimant Representatives sent to the Debtor a draft Rule 502(d) order and a two-page "protocol" with respect to the order (the "Sample Protocol") that proposed using a 1,600-claim sample plus an additional claim-sample in an unspecified amount (copies attached collectively as Exhibit G). The Sample Protocol proposed that the Debtor produce complete

of privileged communications and attorney work product was necessary for the same reason Bestwall is seeking discovery from the Trusts, *i.e.*, to evaluate the extent to which the Debtor's settlement and verdict payments to resolved Bestwall Mesothelioma Claimants were affected by non-disclosure of trust exposure evidence. *See, e.g.*, Motion to Compel at 2 (“[I]f the Debtor and Old GP knew about other exposures (or did not care to know), or if the Debtor and Old GP settled cases for reasons entirely unrelated to plaintiffs’ exposure profiles, then the plaintiffs’ disclosures would have no impact on settlements.”). The Debtor opposed the Motion to Compel on August 20, 2021. *See* [Dkt. 2018](#).

4. The Court heard argument on both motions at a hearing on August 31, and September 1, 2021. The Court denied the Debtor's request for entry of an order authorizing issuance of the New Trust Subpoenas (*see Order Denying Debtor's Motion to Authorize Issuance and Service of New Subpoenas* [[Dkt. 2073](#)]), but did not immediately rule on the Motion to Compel. Instead, as requested by the Debtor, the Court afforded the parties time to meet and confer on a sample that could be used both to obtain trust data and address the Claimant Representatives' request for privileged information pursuant to a Rule 502(d) order. *See* Sept. 1, 2021 Hearing Tr. 266:6–274:10 (discussion of the parties and the Court)¹⁰; *see also* Aug. 31, 2021 Hearing Tr. 56:15–18 (*e.g.*, Ms. Zieg: discussing the possible agreement to a new sample and indicating that “it would make sense that all discovery be related to this sample”).

unredacted case files for all claims in the unspecified additional sample; it did not identify the types of documents the Claimant Representatives wanted from the 1,600-claim sample. Although the Sample Protocol purported to attach a spreadsheet of claimant names, no spreadsheet was attached. The Claimant Representatives did not respond to the Debtor's questions about the Sample Protocol and did not provide the spreadsheet. It appears that the Claimant Representatives ultimately abandoned this proposal.

¹⁰ A true copy of relevant pages from the September 1, 2021 Hearing Transcript are annexed hereto as [Exhibit H](#).

5. At the August 31 and September 1, 2021 hearings, counsel for the Claimant Representatives committed on the record to work with the Debtor to develop a narrower sample and an agreement on a Rule 502(d) Order. *See, e.g.*, Sept. 1, 2021 Hearing Tr. 272:17–24 (Ms. Ramsey: subject to certain caveats, stating on behalf of the ACC, “we are prepared to work with the debtor and see if the parties can agree on a 502(d) order and in connection with that, also agree on a trust sample that would, we think, accomplish the goals of both the parties and some of the matters, would resolve some of the matters before the Court. So we will endeavor to meet with the debtor over the next couple of weeks and report back to the Court at the next omnibus”); Aug. 31, 2021 Hearing Tr. 43:1–4 (Ms. Zieg: “We’re willing to work with you to create a smaller sample size that would get you to the, the 1500 or 1600 files you need for the 10 percent for the district court.”).¹¹ The parties agreed to report to the Court on their progress at the omnibus hearing a month later on September 29, 2021.

6. On September 3, 2021, the Debtor’s counsel emailed counsel to the Claimant Representatives to initiate this discussion. Among other things, the Debtor requested any comments on the Debtor’s sample used in the New Subpoenas Motion, invited the Claimant Representatives to provide their own sample, and offered to schedule a meet-and-confer among the parties, including their experts. After a follow up email on September 9, 2021, the ACC’s counsel indicated they would “revert as soon as possible after next Wednesday [September 15].” The Debtor delayed sending any additional materials at the request of the ACC’s counsel, but on September 24, 2021, after receiving no response from the Claimant Representatives, sent a detailed email that (a) provided a draft of an agreed Rule 502(d) order; (b) provided the Resolved Claim

¹¹ *See also* Aug. 31, 2021 Hearing Tr. 48:15–20 (Ms. Zieg: “But we could come up with maybe a stipulated agreed order what a sample for the estimation proceeding would look like and then you could make some sort of findings about this is the agreed random sample that the parties have agreed to. I would be willing to commit to, to work with Mr. Gordon over the next month.”).

Sample—a random and representative sample of resolved Bestwall Mesothelioma Claims drawn from the Agreed Discovery Sample to which the proposed Rule 502(d) order would apply; (c) explained in an attached memorandum from its expert how the Resolved Claim Sample was drawn; (d) offered to arrange a meeting of the experts on these matters; and (e) offered to meet and confer “at any time.” The Claimant Representatives did not provide an alternative sample or otherwise engage in a discussion of the issues. *See* Sept. 3 – Oct. 18, 2021 email thread attached hereto as Exhibit I.

7. At the September 29, 2021 hearing, the parties reported that, as of that hearing, they had not reached an agreement on these matters. The Court then announced its decision on the Motion to Compel, ruling that the Debtor had not put at issue the requested privileged information and, therefore, finding no at-issue privilege waiver and denying the Motion to Compel, without prejudice. *See* Sept. 29, 2021 Hearing Tr. 31:21–33:11.

8. The Court, however, cautioned that a waiver could yet occur at some future point in the estimation process. *Id.* The Court further advised that addressing, before the close of estimation discovery, how to permit appropriate disclosure of privileged communications and work product for at least some set of claims, without effecting a privilege waiver, would be preferable to addressing that issue later in the estimation process. *Id.* The Court “urged” the parties to further consider use of Rule 502(d) as a means to address disclosure without waiver and invited a motion under this rule should an agreement not be achieved. *Id.* at 33:6–10. The Court also expressed concern about the form of the agreed Rule 502(d) order offered by the Debtor. *Id.* at 74:13–16.

9. Following the September 29 hearing, on October 13, 2021, the Debtor provided a revised draft of a proposed Rule 502(d) stipulation and order (the “Proposed Agreed Order”) to

the Claimant Representatives. This Proposed Agreed Order, among other things, removed the waiver language and instead made clear that the Claimant Representatives would retain their right to seek additional privileged materials, subject to the Debtor’s right to oppose any such request. To assist the Claimant Representatives in evaluating the Proposed Agreed Order, the Debtor offered to share with them, by way of preview and on a Professional Eyes Only basis, exemplars of the privileged documents that the Debtor would produce under the Proposed Agreed Order, subject to a short form Rule 502(d) order—*i.e.*, a “sneak peek” order—that was shared with the Claimant Representatives on October 18, 2021. *See Exhibit I* at 1–2 (without attachments).

10. To date, neither the ACC nor the FCR has responded to the sample or offered an alternative, and neither has responded to the revised Rule 502(d) stipulation and order. Just prior to the October 19, 2021 hearing and despite the prior commitments to the Debtor and in Court described above, the Claimant Representatives indicated that they did not intend to propose a new sample or agree at this time to any proposed sample other than the Agreed Discovery Sample used for discovery purposes, nor would they agree to the use of any sample for purpose of trust discovery. *See, e.g.*, Oct. 19, 2021 Hearing Tr. 57:2–3 (Ms. Ramsey: “we are not prepared to identify the sample for trust discovery.”); *id.* at 67:3–5 (stating ACC position that any estimation sample “could be not used for trust discovery”).¹² Despite its statements in support of a “sneak peek” order (*see id.* at 56:10–15), the ACC has yet to respond to the draft sent to them on October 18.¹³ Given the lack of engagement on or resolution of these issues, the Debtor has no alternative but to file this Motion.¹⁴

¹² *See also* email dated Oct. 19, 2021 from Davis Lee Wright to Gregory M. Gordon and others, attached as Exhibit J (“Greg, Confirming your conversations with Natalie [Ramsey] over the weekend and yesterday that the Committee is unwilling to agree to any sample to be used in connection with trust discovery.”).

¹³ The FCR proposed a single change to the “sneak peek” order, which the Debtor has agreed to make.

¹⁴ At the October 19, 2021 hearing, counsel made clear on the record the Debtor’s intention to file a motion to be heard at the November omnibus hearing in the absence of any agreement with the Claimant

11. To facilitate the Debtor's efforts to obtain the trust discovery that has already been authorized by this Court, eliminate or narrow disputes regarding the Debtor's non-disclosure of privileged or work product-protected information, and avoid further delay, the Debtor now moves this Court to approve the Resolved Claim Sample for use in the estimation proceeding, including in particular with respect to the Debtor's efforts to obtain trust discovery and the Debtor's disclosure of privileged information, and to enter the Rule 502(d) order attached to this Motion as Exhibit K (the "Proposed Rule 502(d) Order"). The Resolved Claims Sample is random, representative, and appropriate for both trust discovery and a Rule 502(d) order. And, although the Proposed Rule 502(d) Order may not resolve all disputes that may arise with respect to the Debtor's withholding of privileged and work product-protected information, it will narrow the scope of any future dispute that may arise and will, in the interim, provide the Claimant Representatives with information they can use to consider and prepare their estimation case.

Jurisdiction

12. This Court has subject matter jurisdiction to consider this matter pursuant to **28 U.S.C. §§ 157** and **1334**. This is a core proceeding pursuant to **28 U.S.C. § 157(b)**. Venue is proper before this Court pursuant to **28 U.S.C. §§ 1408** and **1409**.

Representatives. *See* Oct. 19 Hearing Tr. 54:20–25 (Mr. Gordon: “unless something changes between now and October 28th, which is our deadline to get a motion on file for the November hearing, we will be filing the motion that the Court talked about at the prior hearing, a motion both to...approve... a proposed 502(d) order as well as to approve a claim sample.”). The Debtor previously had informed the Claimant Representatives of this fact in an email from Mr. Gordon on October 13, 2021. *See Exhibit I* at 2 (“In the absence of an agreement, we plan to file a motion to approve a 502(d) order and a sample in time to be heard at the November 18 hearing. My understanding is that motion must be filed by October 28 in order to be timely.”).

The Resolved Claim Sample and Proposed Rule 502(d) Order

A. *The Resolved Claim Sample*

13. The Resolved Claim Sample is a sub-sample of the 2,700-claim sample the parties have been using for estimation discovery. It has been designed for use with both the Debtor's trust discovery and the disclosure of certain privileged information pursuant to a Rule 502(d) order. Since the trust discovery and the Claimant Representatives' request for privileged information relate to the same topic—the potential impact of claimants' failure to disclose alternative exposures on Bestwall's past settlements—it is appropriate, efficient, and practical to use the same sample for both purposes. In fact, using different samples would make no sense: in the absence of trust discovery revealing whether plaintiffs failed to disclose trust exposures in specific cases, privileged communications relating to such cases could shed no light on whether suppression of trust exposure evidence impact resolutions of those cases.

14. As explained in the Gallardo-Garcia Declaration, sampling is designed to gather information that is representative of a whole population when conducting a complete census is not feasible.¹⁵ See Gallardo-Garcia Declaration ¶ 15. To draw a representative random sample that can be used to make robust inferences about the population, the sampling methodology chosen in a specific situation must ensure the ultimate sample is random, representative, and drawn using well-established and generally accepted methods of stratified sampling. *Id.* ¶ 13–14. As Dr. Gallardo-Garcia details, the scientific techniques utilized here to arrive at the Resolved Claim Sample were specifically designed to satisfy econometric standards for reliability and accuracy. *Id.* ¶¶ 12–24.

¹⁵ Trust discovery was approved by this Court for the entire population of 15,000 resolved Bestwall Mesothelioma Claims. The Debtor believes that this was appropriate and feasible. Sampling is now needed, however, to comply with the Delaware District Court Order requiring a 10% sample of the total group of 15,000 claims.

15. The Resolved Claim Sample has the added advantage that it consists of claims that already are the subject of discovery in the estimation proceeding—*i.e.*, Bestwall Mesothelioma Claims drawn from the 2,700 claims in the Agreed Discovery Sample for which the Debtor already has produced all non-privileged documents. The Resolved Claim Sample includes a random selection from the additional 500 claims the Claimant Representatives requested that the Debtor add to its original list of 2,200 claims identified for claim file review (the “ACC/FCR Additional Claims”) and replaces a prior random, representative sample drawn by Bates White for the New Subpoenas Motion that did not include any of these additional claims.¹⁶ The Revised Claim Sample incorporates 72% of the ACC/FCR Additional Claims, meets the 10% sampling requirement of the Delaware District Court Order, and includes only claims for which documents have already been collected by the Debtor and produced to the Claimant Representatives. As Dr. Gallardo-Garcia opines, the Revised Claim Sample “can be used as a representative sample of Bestwall’s historical mesothelioma verdicts and settlements population.” Gallardo-Garcia Declaration ¶ 20.

16. Although the parties have not agreed on what sample to use, the experts agree that a stratified random sample is necessary to analyze and reach accurate conclusions regarding Bestwall’s claims resolution history given the nature of the claims to be analyzed.¹⁷ The parties also agree that using some sample of claims is the practicable way to proceed for purposes of a Rule 502(d) order. *See* Sept. 29, 2021 Hearing Tr. 64:2–25 (Ms. Ramsey: “[W]e are prepared to

¹⁶ The prior representative sample drawn by Bates White is described at paragraphs 18–23 of the New Subpoenas Motion. *See also* New Subpoenas Motion Exhibit G. June 29, 2021 *Declaration of Jorge Raul Gallardo-Garcia, PhD*.

¹⁷ *See* Sample Protocol; Email from Sharon M. Zieg, July 8, 2021 (copy attached as Exhibit 2 to Gallardo-Garcia Declaration) (describing stratification used in choosing the additional 500 claims added by the Claimant Representatives to the Agreed Discovery Sample); *see also* Deposition of Dr. Mark Peterson (ACC expert), *In re DBMP LLC* (July 27, 2021) (copy of excerpts attached as Exhibit L) at 41:3–23, 145:13–17 (discussing and adopting sample stratification).

engage on a sample for purposes of estimation.”), 66:1–3; *see also* Aug. 31, 2021 Hearing Tr. 56:15-18 (Ms. Zieg: “[I]f we have a sample that we agree to that’s different from the sample that we’re currently working with, it would make sense that all discovery be related to this sample.”), 43:1–10, 48:15–25, 54:20–21.¹⁸

17. The Resolved Claim Sample is a random, representative, and efficient sample that can provide a reliable characterization of the resolution history of Bestwall Mesothelioma Claims. It is appropriate for the Court, which is presiding over the estimation proceeding, to approve the use of this sample as part of its oversight of the estimation proceeding.

18. As noted above, the Debtor does *not* request from this Court any ruling regarding whether the Resolved Claim Sample complies with the decisions of the Delaware District Court in connection with the Debtor’s service of subpoenas on the Trusts, including the Delaware District Court Order. *See also In re Bestwall LLC*, 1:21-MC-141 (CFC) (D. Del. June 1, 2021) [Order, [Dkt. 30](#), Memorandum, [Dkt. 29](#)]. The Debtor asks only that this Court determine that the Resolved Claim Sample is appropriate for use in the estimation proceeding it is overseeing both for trust discovery and disclosure of privileged information by the Debtor. If a subpoena utilizing the Resolved Claim Sample later becomes the subject of another motion to quash in the Delaware District Court, all questions of compliance with any orders of that court will be left for that court to determine. This limitation is expressly included in the Proposed Rule 502(d) Order described below. *See* Proposed Rule 502(d) Order ¶ 11.

¹⁸ As noted, although the Claimant Representatives have agreed that a sample (or samples) are needed for use in estimation discovery, they more recently have indicated that they are not prepared to agree to any sample for purposes of trust discovery or a Rule 502(d) order. *See supra* ¶ 10.

B. *The Proposed Rule 502(d) Order*

19. Pursuant to the terms of the Proposed Rule 502(d) Order, the Debtor proposes to provide certain privileged documents to the Claimant Representatives' counsel to assist in their evaluation of the Debtor's (and its predecessor's) basis for settling the claims in the Resolved Claim Sample. The order conditions such disclosure of privileged information upon the Debtor's receipt of Trust data for claims in the Resolved Claim Sample in a form that allows the Debtor to match Trust information on a claim-by-claim basis. It is only after receipt of that Trust data that the Debtor will be able to ascertain more fully whether and to what extent its settlement determinations may have been made without full knowledge of claimants' alternative exposures. Until the Debtor receives and determines to present an estimation case premised, in part, on suppressed alternative exposure evidence, there is no cause to invade the Debtor's privilege to provide the Claimant Representatives with information they believe may bear on the significance or impact of suppressed exposure evidence on the Debtor's settlement decisions.

20. Upon the Debtor's receipt of Trust data for the Resolved Claim Sample in a form that is usable, the Proposed Rule 502(d) Order permits the Debtor to provide to the Claimant Representatives' counsel identified privileged communications and work product that contemporaneously documented the Debtor's or its predecessor's requests for authority to settle the claims within the Resolved Claim Sample.¹⁹ The order permits this disclosure for purposes of this estimation proceeding only and subject to stated confidentiality protections while, at the same time, providing that the disclosure will not cause a waiver of privilege either in this proceeding or in any other federal or state proceeding. The proposed order expressly states that it does not require

¹⁹ Those documents include written requests for authority to settle, either in the form of formal Requests for Authority or in the form of correspondence, memoranda, or emails to the extent these documents exist either in the Debtor's files or the files maintained by its defense counsel.

the Claimant Representatives to waive the right to seek other privileged communications or work product should either choose to do so, subject to the Debtor's right to oppose any such request.²⁰

21. The Resolved Claim Sample should be approved for going-forward use in the estimation proceeding, and the referenced disclosures regarding that sample should be permitted subject to the protections against waiver provided under the Proposed Rule 502(d) Order.

Argument

A. *Approval of the Resolved Claim Sample Will Simplify Issues and Avoid Unnecessary and Cumulative Proof*

22. Rule 16 of the Federal Rules of Civil Procedure (the "Civil Rules") vests the Court with the power to take appropriate action to simplify issues and avoid unnecessary proof and cumulative evidence. **Fed. R. Civ. P. 16(c)(2)(A), (D)**.²¹ Rule 16 provides in pertinent part, "[a]t any pretrial conference, the court may consider and take appropriate action on the following matters: (A) formulating and simplifying the issues, and eliminating frivolous claims or defenses; . . . (D) avoiding unnecessary proof and cumulative evidence, and limiting the use of testimony under Federal Rule of Evidence 702." *Id.*

23. As the Manual for Complex Litigation recognizes, "[a]cceptable sampling techniques, in lieu of discovery and presentation of voluminous data from the entire population, can save substantial time and expense, and in some cases provide the only practicable means to collect and present relevant data." Ann. Manual Complex Lit. § 11.493 (4th ed.), *cited approvingly*

²⁰ In the event the Debtor receives Trust information for a different group of claims than those in the Resolved Claims Sample, the Proposed Rule 502(d) Order provides that the Debtor will seek to negotiate appropriate revisions to the order with the Claimant Representatives or, in the absence of agreement, seek additional relief from this Court. *See* Proposed Rule 502(d) Order ¶ 12.

²¹ Civil Rule 16 is applicable in chapter 11 pursuant to Bankruptcy Rule 7016. Although this rule does not automatically apply in contested matters such as the estimation proceeding, Bankruptcy Rule 9014(c) authorizes the Court to direct that any of Part VII's rules apply in a contested matter, including the pretrial management tools set forth in Bankruptcy Rule 7016 and Civil Rule 16. The Debtor respectfully requests that the Court do so here.

by *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 454–55 (2016) (permitting use of a representative sample to establish hours worked in a class action lawsuit); *see also Benson v. St. Joseph Reg'l Health Ctr.*, No. CIV.A. H-04-04323, 2006 WL 1407744, at *1–2 (S.D. Tex. May 17, 2006) (modifying earlier ruling compelling discovery to limit production of medical charts to a representative sample, which would be sufficient for a reasonable analysis in light of the burden and expense associated with complete production).

24. Consistent with Civil Rule 16, the use of an appropriate sample will provide an efficient mechanism by which the parties and this Court can address issues presented by the estimation proceeding. The Resolved Claim Sample is a random, representative sample that will provide reliable information on the resolution history of Bestwall Mesothelioma Claims (as validated by the Gallardo-Garcia Declaration). The sample also will enable the Debtor, upon receipt of Trust data in a form that is usable by the parties, to produce identified privileged information regarding each claim in the Resolved Claim Sample for which the information is available. Approving the Resolved Claim Sample with respect to both the disclosure of privileged information and pursuit of trust discovery, and authorizing the proposed disclosures pursuant to the Proposed Rule 502(d) Order, is appropriate, offers a practicable and fair way to proceed, will save time and expense, and should be approved.

B. *Rule 502(d) Relief is Routinely Granted by Courts, Either on Motion by the Producing Party or the Court's Own Initiative*

25. Rule 502(d) provides that the Court “may order that the privilege or protection is not waived by disclosure connected with the litigation pending before the court—in which event the disclosure is also not a waiver in any other federal or state proceeding.” **Fed. R. Evid. 502(d)**.

26. Federal courts, including those within the Fourth Circuit, routinely grant such orders on the request of the parties. *See, e.g., Simpson Performance Prod., Inc. v. Zamp Inc.*,

No. 5:16-CV-157-MOC-DCK, [2019 WL 1865561](#), at *7 (W.D.N.C. Apr. 25, 2019) (“The production of privileged or work-product protected Documents or information, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. This provision [within an agreed protective order] shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d).”); *Advance Nursing Corp. v. S.C. Hosp. Ass’n*, No. 6:16-CV-00160-MGL, [2016 WL 7212778](#), at *1–2 (D.S.C. Dec. 13, 2016) (“so ordering” parties’ agreed Rule 502(d) non-waiver provisions); *Hale v. Lab. Finders*, No. 2:16-CV-00582-DAK-PMW, [2017 WL 213853](#), at *1 (D. Utah Jan. 13, 2017) (granting stipulated Rule 502(d) motion); *Sankar v. Napleton’s Palm Beach Imports, LLC*, No. 16-CV-80129, [2016 WL 528466](#), at *1 (S.D. Fla. Feb. 10, 2016) (granting “Unopposed Motion for the Entry of a [Fed. R. Evid. 502\(d\)](#) Non-Waiver Order”).

27. A court also may enter a Rule 502(d) order on its own initiative or on motion and without the parties’ agreement. *Good v. Am. Water Works Co.*, No. CIV.A. 2:14-01374, [2014 WL 5486827](#), at *2–3 (S.D.W. Va. Oct. 29, 2014) (entering defendant’s proposed Rule 502(d) order with respect to its own privileged material over plaintiff’s opposition); see *Radian Asset Assur., Inc. v. Coll. of the Christian Bros. of New Mexico*, No. [CIV 09-0885](#) JB DJS, [2010 WL 4928866](#), at *8–9 (D.N.M. Oct. 22, 2010) (holding defendant’s production of any privileged documents will not result in waiver pursuant to Rule 502(d) order, notwithstanding plaintiff’s opposition).

28. The Advisory Committee Explanatory Note to Rule 502 itself explains that a Rule 502(d) order “is enforceable whether or not it memorializes an agreement among the parties to the litigation. Party agreement should not be a condition of enforceability of a federal court’s order.” [Fed. R. Evid. 502\(d\)](#) advisory committee explanatory note (rev. 11/28/2007).

29. Here, although the Debtor has been unable at this juncture to reach agreement with the Claimant Representatives on the Proposed Rule 502(d) Order, the Court should enter the order to potentially limit or narrow future disputes over the privilege and provide the Claimant Representatives with additional information they can use to consider, and move forward with the preparation of, their respective estimation cases. The Proposed Rule 502(d) Order is consistent with the resolutions of similar disputes in the *Garlock* and *Bondex* bankruptcy cases. In both *Garlock* and *Bondex*, the debtors disclosed documents that are the equivalent of the requests for information the Debtor proposes to disclose here. And, in *Garlock* and *Bondex*, the documents were provided for considerably smaller claim samples. Lastly, because the Proposed Rule 502(d) Order fully preserves the Claimant Representatives' rights, it only benefits them.

Notice

30. Consistent with the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Dkt. 65] (the "Case Management Order"), notice of this Motion has been provided to (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the FCR; (d) counsel to Georgia-Pacific LLC; and (e) the other parties on the Service List established by the Case Management Order. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

31. No prior request for the relief sought herein has been made to this Court or any other court.

Conclusion

For the foregoing reasons, the Debtor requests that this Court (i) grant the relief requested in this Motion and (ii) grant such other and further relief to the Debtor that is just and appropriate.

Dated: October 28, 2021
Charlotte, North Carolina

Respectfully submitted,

/s/ Garland S. Cassada

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ATTORNEYS FOR DEBTOR AND DEBTOR
IN POSSESSION

EXHIBIT H

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re BESTWALL LLC, ¹ Debtor.
--

Chapter 11

Case No. 17-31795 (LTB)

DECLARATION OF JORGE GALLARDO-GARCIA, PHD

I, Jorge Gallardo-García, PhD declare:

- (1) I am a Partner with Bates White, LLC (“Bates White”), an economic consulting firm with its primary office located in Washington, DC. The U.S. Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) authorized Bestwall LLC (“Bestwall”) to retain Bates White in its chapter 11 case by an *Ex Parte Order Authorizing the Debtor to Retain and Employ Bates White, LLC as Asbestos Consultants as of the Petition Date*.² I am duly authorized to make this Declaration as a consultant for Bestwall in this action.

Qualifications

- (2) I specialize in the application of statistics and computer modeling to economic and financial issues, and I have extensive experience working on the construction and design of complex databases for econometric and statistical analyses. I have more than 20 years of experience in the management, design, and analysis of large complex databases using statistical and econometric tools. Further, I have 15 years of experience in the management, design, and analysis of large complex asbestos personal injury and wrongful death claims’ databases using statistical and econometric tools for valuation and forecasting. In particular, I have designed representative and efficient random samples of claims for multiple asbestos-related matters, and those samples have been used in central valuation analyses in those matters. I have submitted expert reports and

¹ The last four digits of the Debtor’s taxpayer identification number are 5815. The Debtor’s address is 133 Peachtree Street, N.E., Atlanta, GA 30303.

² *Ex Parte Order Authorizing the Debtor to Retain and Employ Bates White, LLC, as Asbestos Consultants as of the Petition Date*, No. 17-31795 (Bankr. W.D. N.C. Nov. 2, 2017) ([Link](#))

testified in U.S. Bankruptcy Court regarding the construction and reliability of asbestos claims databases.

- (3) I received a PhD and an MA in Economics from the University of Pennsylvania, and a BS in Economics, a BS in Business Administration, and an MA in Economics from the Instituto Autónomo de México in Mexico City.
- (4) A complete and accurate copy of my curriculum vitae is attached as Exhibit 1 to this Declaration.
- (5) I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, would testify competently to such facts under oath.

Background

- (6) Bestwall retained Bates White in its chapter 11 case to perform, among other things, a reliable estimation of Bestwall's legal liability for mesothelioma claims; that is, estimating Bestwall's share of final judgments that would be obtained by current and future Bestwall mesothelioma claimants.
- (7) Since the commencement of Bestwall's chapter 11 case, I have been leading Bates White's work to construct an analytical database containing information about the asbestos personal injury and wrongful death claims filed against Bestwall and its predecessors (the "Bestwall Analytical Database"). This Bestwall Analytical Database will be the foundation for most of the analyses Bates White will perform in Bestwall's case, including Bates White's estimate of Bestwall's legal liability.
- (8) I led Bates White's design, construction, and implementation of a random sample of historical Bestwall mesothelioma claims for further review and analysis (the "Bestwall Random Sample"), as one of the components for the Bestwall Analytical Database. The Bestwall Random Sample is comprised of 2,407 claims, of which 35 are verdicts, 1,466 are settled claims, and 906 are dismissed claims. I described the statistical foundation, the methodology, and the design for the Bestwall Random Sample in my June 29, 2021 Declaration (the "June Declaration").³ In the June Declaration, I also explained that the Bestwall Random Sample was designed to be a representative and efficient sample that can provide a reliable characterization of Bestwall's

³ Declaration of Jorge Gallardo-García, PhD, June 29, 2021 (Dkt. 1924-G).

mesothelioma resolution history. The opinions I offered in the June Declaration concerning the reliability and efficiency of the Bestwall Random Sample remain unchanged.

- (9) It is my understanding that Bestwall’s counsel provided the list of 2,407 Bestwall claims comprising the Bestwall Random Sample to the Official Committee of Asbestos Personal Injury Claimants (the “ACC”) and the Future Claimants’ Representative (the “FCR” and, together with the ACC, the “Claimant Representatives”). It is my further understanding that Bestwall’s counsel also provided to the Claimant Representatives information about how Bates White designed the Bestwall Random Sample and that such information was then provided to the FCR’s consultant, Ankura Consulting Group, LLC (“Ankura”). According to an email from the FCR’s counsel,⁴ Ankura, on behalf the Claimant Representatives, randomly selected 500 settled mesothelioma claims (the “ACC/FCR Additional Claims”) that were not already part of the Bestwall Random Sample.⁵ The email from the FCR’s counsel further represented that the ACC/FCR Additional Claims were drawn from the settled claims not sampled in the Bestwall Random Sample using a stratified random sampling technique in which Ankura first assigned the non-sampled settled claims to groups based on claim amount and then drew claims randomly from certain groups using simple random sampling.⁶ Upon review of the ACC/FCR Additional Claims, Bates White has determined that all those claims appear in the Bestwall claims database with settlements for less than \$400,000 each.
- (10) Taken together, the Bestwall Random Sample and the ACC/FCR Additional Claims include a total of 1,966 settled mesothelioma claims. Thus, accounting for **the 35 verdicts that were randomly selected** in the Bestwall Random Sample, there are a total of 2,001 Bestwall verdict and settled mesothelioma claims within the combined samples (the “Combined Random Sample”).⁷ The Combined Random Sample, when weighted appropriately, is also a

⁴ Sharon M. Zieg, Young Conaway Stargatt & Taylor LLP, email message to Davis L. Wright and Natalie D. Ramsey, Robinson & Cole LLP; James M. Jones, Jennifer L. Del Medico, Gregory M. Gordon, Jeffrey B. Ellman, and Jeff A. Kaplan, Jones Day; Garland Cassada and Stuart Pratt, Robinson Bradshaw; Erin Edwards, Edwin Harron, Elisabeth Bradley, and Paul Loughman, Young Conaway Stargatt & Taylor LLP; Richard Schneider, King & Spalding; with copy to Anne M. Steadman, Young Conaway Stargatt & Taylor LLP (July 8, 2021), attached as Exhibit 2 to this Declaration.

⁵ Thus, the set of ACC/FCR Additional Claims do not overlap with the Bestwall Random Sample.

⁶ I understand that Ankura separated the settled claims that were not part of the Bestwall Random Sample into groups defined by cutoffs of \$50,000. Then, the ACC/FCR Additional Claims were randomly selected from the groups with cutoff values up to \$400,000. At this time, certain questions remain about details of the stratified random sample methodology the ACC and FCR consultants used in selecting the ACC/FCR Additional Claims. For purposes of this Declaration and for designing the subsample described herein, I accept the FCR’s counsel’s representations as accurate.

⁷ 2,001 = 35 verdicts + 1,466 settled claims from the Bestwall Random Sample + 500 settled claims from the ACC/FCR Additional Claims.

representative sample of Bestwall's mesothelioma verdicts and settlement history because the Bestwall Random Sample is a representative sample of that resolution history and the ACC/FCR Additional Claims were drawn randomly, as described by the FCR's counsel. The Combined Random Sample, however, is less efficient as it includes more claims than necessary given that representativeness was already provided by the Bestwall Random Sample.

- (11) While both the Bestwall Random Sample and Combined Random Sample are reliable random samples for performing analyses related to Bestwall's liability estimation, Bestwall's counsel requested that I prepare a third sample that accounts for the ACC/FCR Additional Claims. In particular, Bestwall's counsel requested that, using the Combined Random Sample, Bates White prepare a random sample of approximately 1,500 verdict and settled claims (the "Joint 10% Random Sample"). As explained below, the claims in the Joint 10% Random Sample were randomly selected from the 2,001 Bestwall verdict and settled mesothelioma claims in the Combined Random Sample, which include the ACC/FCR Additional Claims.

Overview

- (12) I make this Declaration at the request of Bestwall's counsel in connection with Bestwall's *Motion to (A) Approve the Resolved Claim Sample and (B) Authorize Related Disclosure Pursuant to Rule 502(d) of the Federal Rules of Evidence* filed in the above-referenced chapter 11 case. This Declaration describes the Joint 10% Random Sample for use in Bestwall's estimation proceeding.
- (13) The Joint 10% Random Sample was constructed by random sampling from the 2,001 verdict and settled cases in the Combined Random Sample. Like for the Bestwall Random Sample, Bates White followed well-established and generally accepted methods of statistical sampling when designing the Joint 10% Random Sample. This included accounting for Bates White's use of stratified random sampling for the Bestwall Random Sample and Ankura's reported use of stratification and supplemental random sampling methods for the ACC/FCR Additional Claims.
- (14) A stratified random sample of Bestwall mesothelioma claims can be designed to be representative of claims settled with different amounts by ensuring that the resulting sample includes sufficient examples from the whole distribution of amounts. I explained this in detail in my June Declaration. The Joint 10% Random Sample preserves the stratification structure that was in place for the Bestwall Random Sample and accounts for the ACC/FCR Additional Claims. Further, with detailed information about the methodology followed by Ankura in

selecting the ACC/FCR Additional Claims,⁸ the Joint 10% Random Sample can be used as representative of Bestwall's mesothelioma verdicts and settlements history and can be used for robust statistical analyses in this matter.

Random Sampling Techniques

- (15) As explained in my June Declaration, sampling is a useful strategy if gathering and reviewing information for the whole population by conducting a census is not an option, for example, due to the financial cost or time delay associated with such an exercise. Because a sample includes only a fraction of the whole population, it invariably increases the analytical burden and can reduce the precision of results when compared to performing the same analysis on data for the whole population. Thus, any sample of a population should be designed in a manner that reduces the analytical burden and the uncertainty in the results. Such a sample should include elements from all segments of the target population, with sufficient numbers to allow for robust inferences. In order to draw a representative random sample that can be used to make robust inferences about the population, the sampling technique chosen in a specific situation must take into account the characteristics of the population and the level of precision desired.
- (16) Stratified random sampling is a technique that involves dividing the target population based on known characteristics into smaller non-overlapping groups such that every element of the population belongs to one and only one group. Then, within each group, simple random sampling is applied, where each element within the group has an equal probability of being sampled.⁹

⁸ At this time, Bates White has not received the sampling weights Ankura calculated for each of the settled claims not in the Bestwall Random Sample. Additionally, Bates White has not received information on the exact stratification followed by Ankura. However, based on representations from the FCR's counsel, the Joint 10% Random Sample is a representative sample of Bestwall's mesothelioma verdicts and settlements history. Should those representations prove incorrect, I reserve the right to update my opinions in this Declaration.

⁹ Stratified random sampling is used in a wide range of fields and applications by economists, statisticians, researchers, and statistical agencies. For example:

The Current Population Survey (CPS), published by the Bureau of Labor Statistics, is one of the most recognized surveys in the United States (<https://www.bls.gov/cps/>). The CPS technical documentation describes the stratified sampling design for this survey (*see* https://www.bls.gov/cps/sample_redesign_2014.pdf).

The American Community Survey (ACS) is conducted by the Census Bureau (<https://www.census.gov/programs-surveys/acs>). Its "Design and Methodology" publication describes how it uses a stratification strategy based on a measure of the size of the *Census Block* (*see* https://www2.census.gov/programs-surveys/acs/methodology/design_and_methodology/acs_design_methodology_previous.pdf).

For textbook examples of the theoretical foundation and applications of stratified random sampling methods *see*:

The Joint 10% Random Sample

- (17) As described in detail in my June Declaration, Bates White designed and identified the Bestwall Random Sample as a stratified random sample representative of Bestwall's historical mesothelioma claims that were resolved through verdict, settlement, or that were dismissed by the claimants.
- (18) Bestwall's asbestos tort experience shows an uneven distribution of the number of claims it resolved, including the divergence of settlement values, and the rarity of cases resolved through verdict and by settlements over \$1 million. My June Declaration provides a detailed description of Bestwall's distribution of its mesothelioma settlement amounts and rarity of verdicts. For example, of the approximately 15,000 settled mesothelioma claims in Bestwall's tort history, more than 60% settled for \$50,000 or less while less than 1% were settled for amounts of more than \$1 million. Further, the 35 mesothelioma verdicts (7 plaintiff verdicts and 28 defense verdicts) Bestwall experienced in its tort history represent only about 0.23% of the mesothelioma claims that Bestwall resolved through verdict or settlement.
- (19) Therefore, to ensure that the Joint 10% Random Sample includes sufficient observations of claims with different claimant and claim characteristics, especially those that are rare—e.g., verdicts and claims with high settlement values—I maintained the same stratification used to draw the Bestwall Random Sample.
- (20) The Joint 10% Random Sample is a subsample drawn from the Combined Random Sample which incorporates the Bestwall Random Sample and the ACC/FCR Additional Claims, and that can be used as a representative sample of Bestwall's historical mesothelioma verdicts and settlements population.
- (21) Specifically, the Joint 10% Random Sample was designed as follows. First, Bates White pooled the 2,001 Bestwall verdict and settled claims from the Bestwall Random Sample and the ACC/FCR Additional Claims into a single set of Bestwall claims (the Combined Random Sample). Second, Bates White classified each of the 2,001 claims in this combined set using the same stratification for verdict and settled claims used for the Bestwall Random Sample.¹⁰ That is,

Paul S. Levy and Stanley Lemeshow, *Sampling of Populations: Methods and Applications*, 4th ed. (Hoboken, N.J.; Wiley, 2013).

William G. Cochran, *Sampling techniques*, 3rd ed. (New York; Wiley, 1977).

¹⁰ As explained in my June Declaration, for purposes of asbestos trust discovery, dismissed claims were not included in the 1,501 random sample described in such declaration and are also not included in the Joint 10% Random Sample described herein.

the pooled set of 2,001¹¹ mesothelioma verdict and settled claims from the Combined Random Sample were parsed into 157¹² non-overlapping groups as follows:

- Verdicts (including plaintiff and defense verdicts)
 - For simplification, these claims were assigned to only one group.
- Settlements
 - Bates White separated settled claims into 156¹³ non-overlapping groups based on the period of claim resolution,¹⁴ injured party/claimant gender,¹⁵ settlement amount category,¹⁶ and an indicator for law firms with the majority of claims resolved through group settlements.¹⁷

(22) Third, within each group defined above, Bates White randomly sampled claims with equal probability.¹⁸

- For simplicity and computational convenience, all 181 claims in the groups including verdicts and settlements of more than \$1 million were included in the Joint 10% Random Sample. This is because, if these 181 claims were assigned to groups using the same factors used for the rest of the settlements, the number of claims in those resulting groups would be small. This would result in having to include all claims within those groups in a representative sample to account for differences across those claims, as those claims present large variation across claimant characteristics of interest for analysis. Further, as

¹¹ 2,001 = 35 verdicts + 1,466 settled claims from the Bestwall Random Sample + 500 settled claims from the ACC/FCR Additional Claims.

¹² This is comprised of one group for verdicts and 156 groups for settlements.

¹³ Bates White divided settled claims into 3 categories by claim resolution period, 2 categories by injured party/claimant gender, 13 categories by settlement amount, and 2 categories by the indicator for law firms with the majority of claims resolved through group settlements. Therefore, there were a total of 156 groups for settled claims ($156 = 3 \times 2 \times 13 \times 2$). The definitions of these categories are described in the next footnotes.

¹⁴ The resolution years in the Bestwall database were divided into three periods: through 2000, from 2001 through 2010, and from 2011 through Bestwall's bankruptcy petition date (November 2, 2017).

¹⁵ Claimants were identified as male or female based on the gender field included in the database.

¹⁶ Settlement amounts were divided into 13 categories, based on cut-off levels observed in the data at \$10,000, \$25,000, \$50,000, \$75,000, \$100,000, \$200,000, \$300,000, \$400,000, \$500,000, \$1 million, \$2 million, \$5 million, and greater than \$5 million.

¹⁷ Bates White classified claim records based on whether a claim was represented by a plaintiff law firm with which Bestwall entered into settlement agreements to resolve multiple claims at once, as part of inventory deals, docket clearing deals, or matrix agreements. That classification had two categories: (1) claims represented by law firms whose group settlements accounted for 50% or less of their Bestwall settled claims, and (2) claims represented by law firms whose group settlements accounted for more than 50% of their Bestwall settled claims.

¹⁸ The random sampling algorithm was designed to select a minimum of two claims from each group.

explained in my June Declaration, because these cases were important in terms of liability concerns for Bestwall, importance sampling techniques also result in their inclusion in the sample.

- Bates White then drew the rest of the random sample from each defined group that contained one or more of the remaining 1,820 (= 2,001 – 181) claims.
 - Because 181 claims (verdicts and settlements for more than \$1 million) out of the approximate 1,500 target sample size¹⁹ were already selected, 1,319 claims remained to be drawn. To approximate the distribution from the 2,001 target population, which includes the ACC/FCR Additional Claims, Bates White drew 72.5% of the claims in each group, with the resulting sample size rounded to the nearest integer.²⁰ The rounding in the number of claims resulted in an additional 1,320 claims drawn in this stage, only one more claim than the initial target.

- (23) The resultant Joint 10% Random Sample includes 1,501 claims: 35 verdicts and 1,466 settled claims. Of the 1,466 randomly selected settled claims, 358 were part of the ACC/FCR Additional Claims. Thus, 72% of the ACC/FCR Additional Claims were randomly selected for inclusion in the Joint 10% Random Sample.²¹ Further, the percentage of claims in amount groups to which Ankura added claims (those with settlements of up to \$400,000) increased from about 71% in the Bestwall Random Sample to 76%²² in the Joint 10% Random Sample. Because the 1,501 claims in the Joint 10% Random Sample were randomly selected from the verdict and settled claims from the representative Combined Random Sample using stratified random sampling, the resulting sample is also a representative random sample that can be reliably used for analysis.
- (24) To summarize, the Joint 10% Random Sample is a representative random subsample from the representative Combined Random Sample, which is composed of the Bestwall Random Sample and the ACC/FCR Additional Claims.

¹⁹ The 1,500 target represents about 10% of the approximately 15,000 resolved mesothelioma claims.

²⁰ The 72.5% is the result of calculating the percentage that the 1,319 claims still to be drawn ($1,319 = 1,500 - 181$) represent out of the remaining target population of 1,820 ($1,820 = 2,001 - 181$); i.e., $72.5\% = (1,500 - 181) \div (2,001 - 181)$.

²¹ $72\% = 358 \div 500$.

²² These percentages assume that Ankura included the amount \$400,000 in the boundary for the top group to which they added claims. If Ankura defined that top group as “less than \$400,000” (excluding the amount \$400,000 in the boundary), the percentage represented by the supplemented groups increased from 69% in the Bestwall Random Sample to 74% of the Joint 10% Random Sample.

- (25) My understanding that the claim documents for both the Bestwall Random Sample and the ACC/FCR Additional Claims (and, therefore, for the Joint 10% Random Sample) have already been collected.
- (26) Bates White's work on this matter is ongoing. I reserve the right to update or supplement my Declaration at the request of counsel, or in the event that I receive any new information that has a material impact on my opinions.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 28, 2021

A rectangular box containing a handwritten signature in blue ink. The signature is stylized and appears to read 'JG' followed by some less legible characters.

Jorge Gallardo-García, Ph.D.
Partner
Bates White, LLC

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Exhibit 1



2001 K Street NW North Building, Suite 500
Washington, DC 20006
Main 202. 408. 6110

JORGE RAÚL GALLARDO-GARCÍA, PHD

Partner

AREAS OF EXPERTISE

- Product liability forecasting
- Statistical analysis
- Insurance allocation
- Applied econometrics
- Financial reporting
- Labor and health economics



SUMMARY OF EXPERIENCE

Jorge Gallardo-García has authored and submitted expert reports and declarations and provided deposition testimony in several litigation matters. He has extensive experience in statistical modeling and data analysis and performs economic analysis, valuation, forecasting, sample design, and research, as well as discovery support. He has worked on numerous engagements involving product liability issues, in the context of bankruptcy procedures, insurance coverage disputes and settlement support, financial reporting, and strategic consulting. In addition, he has presented results of his work at national conferences on asbestos litigation topics and actuarial methods.

Prior to joining Bates White, Dr. Gallardo-García conducted empirical research on social program evaluation, labor and health economics, and demography. As part of his research, he simulated policy experiments for evaluating effects of different government health policies may have on health outcomes.

EDUCATION

- PhD, Economics, University of Pennsylvania
- MA, Economics, University of Pennsylvania
- MA, Economics, ITAM, México City, México (*summa cum laude*)
- BS, Business Administration, ITAM, México City, México (*summa cum laude*)
- BS, Economics, ITAM, México City, México (*magna cum laude*)

SELECTED BATES WHITE EXPERIENCE

- Retained as a complex database construction and statistics expert on behalf of the debtor in the matter *In re DBMP LLC* pending in the US Bankruptcy Court for the Western District of North Carolina, Charlotte Division.
- Retained and authored declarations as a complex database construction and statistics expert on behalf of the debtor in the matter *In re Bestwall LLC* pending in the US Bankruptcy Court for the Western District of North Carolina, Charlotte Division.

- Retained and authored declarations as a complex database construction and statistics expert on behalf of Truck Insurance Exchange in the matter *In re Kaiser Gypsum Company, Inc., et al.* pending in the US Bankruptcy Court for the Western District of North Carolina, Charlotte Division.
- Retained and authored declarations as a complex database construction and statistics expert on behalf of certain insurance carriers in the matter *Rapid American Corporation, et al., v Travelers Casualty and Surety Company, et al.* in the US Bankruptcy Court for the Southern District of New York.
- Engaged as expert by John Crane Inc. and authored declarations in relation to Racketeer Influenced and Corrupt Organizations Act (RICO) lawsuits it filed against certain law firms in connection with the firms' conduct in previous personal injury and wrongful death cases alleging exposure to John Crane's asbestos-containing products.
- Authored expert reports and declarations and provided deposition and trial testimony on behalf of the Debtors in the matter *In re Garlock Sealing Technologies, LLC*, No. 10-BK-31607 (US Bankruptcy Court for the Western District of North Carolina). Analyzed large, complex data sets and developed robust random samples that were used to assess the value of pending and future asbestos-related personal-injury claims. The resulting database constructed in this matter was described by the presiding Judge as "...the most extensive database about asbestos claims and claimants that has been produced to date. It is the most current data available and is the only data that accurately reflects the pool of claims against Garlock."
- Submitted a declaration on behalf of insurance companies in relation to the matter *In re Pittsburgh Corning Corporation*, No. 00-22876-TPA (US Bankruptcy Court for the Western District of Pennsylvania). Discussed the overlap between the claimants who cast a ballot in the PCC bankruptcy and the claimants who appear in the publicly available Garlock Analytical Database.
- Produce annual and quarterly estimates of companies' potential asbestos and other tort-related expenditures, and author opinion letters to help clients ensure compliance with Sarbanes-Oxley, SEC, and other comprehensive reporting requirements.
- Led team supporting the asbestos claims valuation and forecasting expert in arbitration on behalf of Cooper Industries in *Pepsi-Cola Metropolitan Bottling Co. et al. v. Cooper Industries et al.*
- Led team in support of expert in asbestos claims valuation for financial reporting purposes on behalf of certain Halliburton stockholders (US District Court, Northern District of Texas) regarding Halliburton's financial disclosures of its asbestos liabilities after its acquisition of Dresser.
- Led team supporting the expert in asbestos claims valuation, estimation methodology, and asbestos reinsurance billing on behalf of American Re-Insurance Company and ACE Property and Casualty Company (New York Court of Appeals) regarding the proper reinsurance bill associated with USF&G's reinsurance of its asbestos-related payments to Western MacArthur.
- Estimated and simulated future asbestos-related expenses in litigation contexts.
- Implemented insurance allocation of asbestos-related losses in financial reporting, invoicing, and litigation contexts.
- Designed and implemented statistically representative samples for claim file audits regarding asbestos claims. Samples were used in the estimation of future asbestos-related expenses and insurance allocations in litigation and consulting contexts.

- Directed protocol design and database construction based on data collected through claim file reviews regarding asbestos claims. The products were used to estimate future asbestos-related expenses and insurance allocations in litigation and consulting contexts.

ACADEMIC EXPERIENCE

- At the University of Pennsylvania, conducted empirical research on infant health, labor market participation, and healthcare insurance availability
- Participated as part of the external evaluation team at the University of Pennsylvania in the largest experiment-designed social program, the Progres/Oportunidades from México
- Collaborated as a teaching assistant for the Microeconomic Theory course of the PhD in Economics program at the University of Pennsylvania
- Held recitation sessions on Introductory Macroeconomics at the University of Pennsylvania
- Conducted economic research as visiting researcher at Centre for Economic Research (CIE), ITAM, México City, México
- Taught Applied Econometrics as an invited lecturer at ITAM, México City, México
- Conducted research on inflation as a visiting researcher at the Economic Research Department in Banco de México, México
- Participated as Economic Advisor on topics involving electricity demand estimation at Miguel Estrada Iturbide Foundation, Congress of México, México City, México
- Participated as Economic Analyst at the Centre for Economic Analysis and Research (CAIE), ITAM, México City, México

DISTINCTIONS AND HONORS

- First place in the research category of the 2006 Banamex Economics Award, one of the most prestigious prizes to economic research in México that has been awarded by the Banco Nacional de México since 1951. This international competition is focused on conducting research on development economics and public policy applicable to México. The panel of judges includes the Secretary of Finance, the Governor of the Central Bank, deans of the economics departments from the most prestigious universities in México, and members of the Economics Research Department of Banamex.
- Dissertation Fellowship, Department of Economics, University of Pennsylvania.
- Mellon Award for Latin American Demographic Studies, University of Pennsylvania.
- Inaugural recipient, President Emerita Judith Rodin Graduate Fellowship Award.
- University Fellowships, Department of Economics, University of Pennsylvania.
- Academic Excellence Scholarship, CONACYT, México City, México.

PUBLICATIONS

- “Are Conditional Cash Transfers Effective in Urban Areas? Evidence from Mexico,” joint with Jere R. Behrman, Susan W. Parker, Petra E. Todd, and Viviana Vélez-Grajales, in *Education Economics*, Taylor and Francis Journals, vol. 20, no. 3 (2012): 233–59.

- “*Oportunidades* Impact on Children and Youths Education in Urban Areas after One-year of Program Participation,” (in Spanish) with Petra E. Todd, Jere R. Behrman and Susan W. Parker, in *External Evaluation of the Impact of Oportunidades Program 2004: Education*, eds. B. Hernández-Prado, and M. Hernández-Avila, Chapter 3, Vol. 1, 167–227 Cuernavaca, México: National Institute of Public Health, 2005.

SELECTED SPEAKING ENGAGEMENTS

- “The Future of Mesothelioma in the US and the Increasing Portion of Diagnoses Not Related to Asbestos Exposure: Estimation and Forecasting.” 1st Annual Asbestos Litigation Strategies ExecuSummit, Dec. 2–3, 2014.
- “Emerging Trends in Asbestos Reserving.” Casualty Actuarial Society 2014 Casualty Loss Reserve Seminar, Sept. 15, 2014.
- “An Asbestos Defendant’s Legal Liability—the Experience in Garlock’s Bankruptcy Asbestos Estimation Trial.” Bates White webinar, July 29, 2014.
- “By the Numbers: The Future of Mesothelioma in America.” Perrin Conferences Cutting-Edge Issues in Asbestos Litigation Conference, Mar. 18, 2014.

RESEARCH PAPERS

- “Health Insurance and Pregnancy Outcomes: An Analysis of Fertility, Prenatal Care and Employment in México,” PhD Dissertation, University of Pennsylvania, 2006
- “How School Subsidies Impact Schooling and Working Behaviors of Children and Youth in Urban México,” joint with Jere R. Behrman, Susan W. Parker, Petra E. Todd and Viviana Vélez-Grajales (working paper, University of Pennsylvania, 2005)
- “Forecasting Inflation with Factor Analysis: A Two Countries Application,” Banco de México and University of Pennsylvania, 2003
- “Interest Rate Parity and Risk Premium in Mexico,” ITAM, 2001, México City, México
- “Evidence of Long Memory in the Mexican Currency Market,” ITAM, 2001, México City, México

LANGUAGES

- Spanish (native)

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Exhibit 2

From:
Sent:
To:

Cc:
Subject:

In follow-up to our call yesterday regarding the negotiation of the 502(d) order, the following is a description of how the additional 500 claims were selected:

- Ankura divided the population of settled claims into non-overlapping groups, using cutoffs that were multiples of \$50k
- Ankura randomly selected additional claims so that the overall sample size (Bates + Ankura/LAS) for each of the 5 groups between \$150K and \$400K, is 110
- Next, Ankura randomly sampled from the three most underrepresented groups (other than the "less than \$50K" group) until the overall sampling rate (Bates + Ankura/LAS) in each of the three groups was 17%
- Finally, Ankura randomly sampled 39 claims from the "less than \$50K" group

Regards,
Sharon



Sharon M. Zieg, Partner

Young Conaway Stargatt & Taylor, LLP
Rodney Square, 1000 North King Street
Wilmington, DE 19801

P: 302.571.6655 | F: 302.576.3350

SZIEG@ycst.com | www.youngconaway.com | [vCard](#)

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From: Wright, Davis L. <DWright@rc.com>

Sent: Tuesday, July 6, 2021 9:13 PM

To: Jones, James M. <jmjones@JonesDay.com>; Ramsey, Natalie D. <NRamsey@rc.com>; Del Medico, Jennifer L. <jdelmedico@JonesDay.com>; Edwards, Erin <eedwards@ycst.com>; Gregory M. Gordon <gmgordon@jonesday.com>; Jeffrey B. Ellman <jbellman@jonesday.com>; Garland Cassada (GCassada@rbh.com) <GCassada@rbh.com>; Harron, Edwin <eharron@ycst.com>; Bradley, Elisabeth <EBradley@ycst.com>; Kaplan, Jeff A. <jkaplan@jonesday.com>; Schneider Richard (King & Spalding - Atlanta, GA) <dschneider@kslaw.com>; Pratt, Stuart <SPratt@robinsonbradshaw.com>; Loughman, Paul <PLoughman@ycst.com>; Zieg, Sharon <SZIEG@ycst.com>

Cc: Steadman, Anne M. <ASteadman@ycst.com>

Subject: Re: Bestwall - Sampling Meet & Confer

Jim,

Following last week's meet and confer and further discussions with LAS and the FCR, we would propose the following options for addressing the scope of the 502(d) proposal:

1. The Committee and the FCR would be willing to consider a smaller sample size of approximately 1,500 to 1,600 claims files (out of the total 2,907 Sample Resolved Mesothelioma Files) as the scope of the 502(d) production.

The Committee/FCR would provide a spreadsheet of the claimants that would form the sample. The Debtor, the Committee, and the FCR would all have to agree that this would be the sample for estimation.

2. The 502(d) order would apply to the claims files of all claimants identified in the Bates Reliance Materials and the Debtor would produce all documents, including privileged documents, related to those claim files. The Committee would be amenable to granting an extension on the production of the Additional 500 claims files, however these additional files would not be subject to the 502(d) Order; or
3. The Debtor would provide all documents for all 2,907 claim files (less the 200 or so for which there is allegedly no documentation) pursuant to the 502(d) order.

With respect to each of the above options, the Committee and the FCR reserve all rights with respect to seeking additional 502(d) documents or claims files depending on the outcome of the trust-related litigation pending in Delaware and/or any decision by the Debtor or its agents to modify the scope of the sample size, utilize a different sample or sample size, or modify the individuals assigned to the sample. We can discuss further on tomorrow's call but thought it would make sense to provide the Debtor with insight on our current thinking.

Best,
Davis
Davis Lee Wright

Robinson & Cole LLP
1201 North Market Street
Suite 1406
Wilmington, DE 19801
Direct 302.516.1703 | Fax 302.516.1699
dwright@rc.com | www.rc.com

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Los Angeles | Wilmington | Philadelphia | Albany | New London

From: "Jones, James M." <jmjones@JonesDay.com>

Date: Tuesday, July 6, 2021 at 2:25 PM

To: "Wright, Davis L." <DWright@rc.com>, "Ramsey, Natalie D." <NRamsey@rc.com>, "Del Medico, Jennifer L." <jdelmedico@JonesDay.com>, "Edwards, Erin" <eedwards@ycst.com>, Gregory Gordon <gmgordon@jonesday.com>, Jeffrey Ellman <jbellman@jonesday.com>, "Garland Cassada (GCassada@rbh.com)" <GCassada@rbh.com>, "eharron@ycst.com" <eharron@ycst.com>, "Bradley, Elisabeth" <EBradley@ycst.com>, "Kaplan, Jeff A." <jkaplan@jonesday.com>, "Schneider Richard (King & Spalding - Atlanta, GA)" <dschneider@kslaw.com>, "Pratt, Stuart" <SPratt@robinsonbradshaw.com>, "Loughman, Paul" <PLoughman@ycst.com>, Sharon Zieg <szieg@ycst.com>

Cc: "Steadman, Anne M." <ASTeadman@ycst.com>

Subject: RE: Bestwall - Sampling Meet & Confer

I can make that work.

James M. Jones ([bio](#))
Partner
[JONES DAY® - One Firm WorldwideSM](#)
250 Vesey Street
New York, NY 10281-1047
Office +1.212.326.7838

From: Wright, Davis L. <DWright@rc.com>
Sent: Tuesday, July 6, 2021 2:22 PM
To: Ramsey, Natalie D. <NRamsey@rc.com>; Del Medico, Jennifer L. <jdelmedico@JonesDay.com>; Edwards, Erin <eedwards@ycst.com>; Gordon, Gregory M. <gmgordon@JonesDay.com>; Ellman, Jeffrey B. <jbellman@JonesDay.com>; Garland Cassada (GCassada@rbh.com) <GCassada@rbh.com>; Edwin J. Harron <eharron@ycst.com>; Bradley, Elisabeth <EBradley@ycst.com>; Kaplan, Jeff A. <jkaplan@jonesday.com>; Schneider Richard (King & Spalding - Atlanta, GA) <dschneider@kslaw.com>; Pratt, Stuart <SPratt@robinsonbradshaw.com>; Loughman, Paul <PLoughman@ycst.com>; Sharon Zieg <szieg@ycst.com>; Jones, James M. <jmjones@JonesDay.com>
Cc: Steadman, Anne M. <ASteadman@ycst.com>
Subject: RE: Bestwall - Sampling Meet & Confer

** External mail **

All,
We think we need some additional time to address some issues on our side. Could we reschedule this for 1:30 pm tomorrow?

Thanks,
Davis

Davis Lee Wright

Robinson & Cole LLP
1201 North Market Street
Suite 1406
Wilmington, DE 19801
Direct 302.516.1703 | Fax 302.516.1699
dwright@rc.com | www.rc.com

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----Original Appointment----

From: Wright, Davis L.
Sent: Friday, July 2, 2021 10:44 AM
To: Wright, Davis L.; Ramsey, Natalie D.; Del Medico, Jennifer L.; Edwards, Erin; Gregory M. Gordon; Jeffrey B. Ellman; Garland Cassada (GCassada@rbh.com); Edwin J. Harron; Bradley, Elisabeth; Kaplan, Jeff A.; Schneider Richard (King & Spalding - Atlanta, GA); Pratt, Stuart; Loughman, Paul; Zieg, Sharon; Jones, James M.
Cc: Steadman, Anne M.
Subject: Bestwall - Sampling Meet & Confer

When: Tuesday, July 6, 2021 3:00 PM - 4:00 PM (UTC-04:00) Eastern Time (US & Canada).
Where: <https://robinsoncole.zoom.us/j/99440279877?pwd=UXlMZWk3OGVVRWNzOE51cWVTT01nUT09>



Davis Lee Wright is inviting you to a scheduled Zoom meeting.

[Join Zoom Meeting](#)

Meeting <https://robinsoncole.zoom.us/j/99440279877?pwd=UXIMWkI3OGVVRWNzOE51cWVTT01nUT09>

URL:

Meeting 994 4027 9877

ID:

Passcode:334727

Dial In 334727

Passcode:

Join by Telephone

Phone US: [+13017158592](tel:+13017158592),[99440279877#](tel:+13017158592) or [+13126266799](tel:+13126266799),[99440279877#](tel:+13126266799)

one-tap:

Dial: US: +1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923

Meeting 994 4027 9877

ID:

Dial In 334727

Passcode:

[International numbers](#)

Join from an H.323/SIP room system

H.323: [162.255.37.11](tel:+1622553711) (US West) or [162.255.36.11](tel:+1622553611) (US East)

H.323 994 4027 9877 (Passcode: 334727)

Meeting

ID:

SIP: 99440279877@zoomcrc.com (Passcode: 334727)

If you have difficulty logging into this webinar/meeting please contact the Robinson+Cole help desk at 1-888-727-2457.

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EXHIBIT I

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Bestwall LLC

Debtor

(Complete if issued in an adversary proceeding)

Case No. 17-BK-31795 (LTB)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: DBMP LLC c/o Officer, Director or Agent, 20 Moores Road, Malvern, PA 19355

(Name of person to whom the subpoena is directed)

[x] Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Exhibit A attached

Table with 2 columns: PLACE (Bates White LLC, 2000 K Street NW, Washington, DC 20006) and DATE AND TIME (April 1, 2022 by 5pm)

[] Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: March 2, 2022

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Garland Cassada, Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Bestwall LLC, who issues or requests this subpoena, are: Garland Cassada, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246; gcassada@robinsonbradshaw.com; (704) 377-2536

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any): _____ on (date) _____ .

I served the subpoena by delivering a copy to the named person as follows: _____ on (date) _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “Bestwall Claimants” shall mean the individuals identified on Schedule 1 to this Exhibit, each of whom is a claimant or other injured party who asserted a mesothelioma claim against Bestwall LLC or the former Georgia-Pacific LLC.
2. “DBMP” shall mean DBMP LLC.
3. “Old CT” shall mean the former CertainTeed Corporation.
4. “Claims Data” shall mean all electronic information and data contained in any claims database within DBMP’s possession, custody, or control whose purpose is or was to track mesothelioma claims asserted against DBMP or Old CT before the Petition Date.
5. “DBMP Claim” shall mean a mesothelioma claim asserted against DBMP or Old CT, or for which DBMP or Old CT was alleged to be responsible, before the Petition Date.
6. “Injured Party” shall mean the injured party diagnosed with mesothelioma related to a DBMP Claim.
7. “Related Party” shall mean an individual who is not the Injured Party but who is asserting a DBMP Claim based on or derived from the Injured Party’s mesothelioma, either in a representative capacity (e.g., the personal representative of the Injured Party’s estate suing for the Injured Party’s injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged personal injury to or wrongful death of the Injured Party).
8. “Petition Date” shall mean January 23, 2020, the date when DBMP commenced a chapter 11 bankruptcy case, Case No. 20-30080, in the United States Bankruptcy Court for the Western District of North Carolina.

9. To the extent any Claims Data are not produced on the basis of a claim of privilege or immunity:

(a) submit a list identifying such Claims Data or nature of such Claims Data not produced in a manner that, without revealing the data or information itself privileged or protected, will enable other parties to assess the claimed privilege or immunity;

(b) identify the basis for the privilege (including work product) that is being claimed; and

(c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based.

CLAIMS DATA TO BE PRODUCED PURSUANT TO SUBPOENA

1. Fields containing the following Claims Data for each DBMP Claim asserted by a Bestwall Claimant (to the extent they exist):

- Law firm(s) representing Injured Party or any Related Party
- Jurisdiction and state of filing
- Claim status (*e.g.*, settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.)
- Date of resolution (if applicable)
- Date(s) on which settlement or judgment was paid (if applicable)
- Exposure-related information for Injured Party, including fields reflecting the following data:
 - Date(s) exposure(s) began
 - Date(s) exposure(s) ended
 - Manner of exposure

- Occupation and industry when exposed
- Products to which Injured Party was exposed

RESPONSE:

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Bestwall LLC

Debtor

(Complete if issued in an adversary proceeding)

Case No. 17-BK-31795 (LTB)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Aldrich Pump LLC c/o Officer, Director or Agent, 800-E Beaty Street, Davidson, NC 28036
(Name of person to whom the subpoena is directed)

[x] Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Exhibit A attached

Table with 2 columns: PLACE (Robinson, Bradshaw & Hinson, P.A., c/o Garland S. Cassada, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246) and DATE AND TIME (April 1, 2022 by 5pm)

[] Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: March 2, 2022

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature (Handwritten signature of Garland S. Cassada)

The name, address, email address, and telephone number of the attorney representing (name of party) Bestwall LLC, who issues or requests this subpoena, are: Garland Cassada, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246; gcassada@robinsonbradshaw.com; (704) 377-2536

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any): _____ on (date) _____ .

I served the subpoena by delivering a copy to the named person as follows: _____ on (date) _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
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(d) Protecting a Person Subject to a Subpoena; Enforcement.

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(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
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(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*Aldrich Pump*” shall mean Aldrich Pump.
2. “*Bestwall Claimants*” shall mean the individuals identified on Schedule 1 to this Exhibit, each of whom is a claimant or other injured party who asserted a mesothelioma claim against Bestwall LLC or the former Georgia-Pacific LLC.
3. “*Trane Technologies*” shall mean Trane Technologies Company, LLC.
4. “*Ingersoll-Rand*” shall mean Ingersoll-Rand Company.
5. “*Claims Data*” shall mean all electronic information and data contained in any claims database within Aldrich Pump’s possession, custody, or control whose purpose is or was to track mesothelioma claims asserted against Aldrich Pump, Ingersoll-Rand, or Trane Technologies before the Petition Date.
6. “*Aldrich Pump Claim*” shall mean a mesothelioma claim asserted against Aldrich Pump, Ingersoll-Rand, or Trane Technologies, or for which Aldrich Pump, Ingersoll-Rand, or Trane Technologies was alleged to be responsible, before the Petition Date.
7. “*Injured Party*” shall mean the injured party diagnosed with mesothelioma related to an Aldrich Pump Claim.
8. “*Related Party*” shall mean an individual who is not the Injured Party but who is asserting a Aldrich Pump Claim based on or derived from the Injured Party’s mesothelioma, either in a representative capacity (*e.g.*, the personal representative of the Injured Party’s estate suing for the Injured Party’s injuries), or in an independent capacity (*e.g.*, a family member suing for his or her own losses based on the alleged personal injury to or wrongful death of the Injured Party).

9. “*Petition Date*” shall mean June 18, 2020, the date when Aldrich Pump commenced a chapter 11 bankruptcy case, Case No. 20-30608, in the United States Bankruptcy Court for the Western District of North Carolina.

10. To the extent any Claims Data are not produced on the basis of a claim of privilege or immunity:

(a) submit a list identifying such Claims Data or nature of such Claims Data not produced in a manner that, without revealing the data or information itself privileged or protected, will enable other parties to assess the claimed privilege or immunity;

(b) identify the basis for the privilege (including work product) that is being claimed; and

(c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based.

CLAIMS DATA TO BE PRODUCED PURSUANT TO SUBPOENA

1. Fields containing the following Claims Data for each Aldrich Pump Claim asserted by a Bestwall Claimant (to the extent they exist):

- Law firm(s) representing Injured Party or any Related Party
- Jurisdiction and state in which claim was filed
- Claim status (*e.g.*, settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.)
- Date of resolution (if applicable)
- Date(s) on which settlement or judgment was paid (if applicable)
- Exposure-related information for Injured Party, including fields reflecting the following data:

- Date(s) exposure(s) began
- Date(s) exposure(s) ended
- Manner of exposure
- Occupation and industry when exposed
- Products to which Injured Party was exposed

RESPONSE:

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Bestwall LLC

Debtor

(Complete if issued in an adversary proceeding)

Case No. 17-BK-31795 (LTB)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Murray Boiler LLC c/o Officer, Director or Agent, 800-E Beaty Street, Davidson, NC 28036

(Name of person to whom the subpoena is directed)

[x] Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Exhibit A attached

PLACE Robinson, Bradshaw & Hinson, P.A., c/o Garland S. Cassada
101 N. Tryon Street, Suite 1900, Charlotte, NC 28246

DATE AND TIME
April 1, 2022 by 5pm

[] Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: March 2, 2022

CLERK OF COURT

OR



Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Bestwall LLC

, who issues or requests this subpoena, are:
Garland Cassada, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246; gcassada@robinsonbradshaw.com; (704) 377-2536

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any): _____ on (date) _____ .

I served the subpoena by delivering a copy to the named person as follows: _____ on (date) _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*Murray Boiler*” shall mean Murray Boiler LLC.
2. “*Trane U.S.*” shall mean Trane U.S. Inc.
3. “*Bestwall Claimants*” shall mean the individuals identified on Schedule 1 to this Exhibit, each of whom is a claimant or other injured party who asserted a mesothelioma claim against Bestwall LLC or the former Georgia-Pacific LLC.
4. “*Claims Data*” shall mean all electronic information and data contained in any claims database within Murray Boiler’s possession, custody, or control whose purpose is or was to track mesothelioma claims asserted against Murray Boiler or Trane U.S. before the Petition Date.
5. “*Murray Boiler Claim*” shall mean a mesothelioma claim asserted against Murray Boiler or Trane U.S., or for which Murray Boiler or Trane U.S. was alleged to be responsible, before the Petition Date.
6. “*Injured Party*” shall mean the injured party diagnosed with mesothelioma related to a Murray Boiler Claim.
7. “*Related Party*” shall mean an individual who is not the Injured Party but who is asserting a Murray Boiler Claim based on or derived from the Injured Party’s mesothelioma, either in a representative capacity (*e.g.*, the personal representative of the Injured Party’s estate suing for the Injured Party’s injuries), or in an independent capacity (*e.g.*, a family member suing for his or her own losses based on the alleged personal injury to or wrongful death of the Injured Party).

8. “*Petition Date*” shall mean June 18, 2020, the date when Murray Boiler commenced a chapter 11 bankruptcy case, Case No. 20-30609, in the United States Bankruptcy Court for the Western District of North Carolina.

9. To the extent any Claims Data are not produced on the basis of a claim of privilege or immunity:

(a) submit a list identifying such Claims Data or nature of such Claims Data not produced in a manner that, without revealing the data or information itself privileged or protected, will enable other parties to assess the claimed privilege or immunity;

(b) identify the basis for the privilege (including work product) that is being claimed; and

(c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based.

CLAIMS DATA TO BE PRODUCED PURSUANT TO SUBPOENA

1. Fields containing the following Claims Data for each Murray Boiler Claim asserted by a Bestwall Claimant (to the extent they exist):

- Law firm(s) representing Injured Party or any Related Party
- Jurisdiction and state of filing
- Claim status (*e.g.*, settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.)
- Date of resolution (if applicable)
- Date(s) on which settlement or judgment was paid (if applicable)
- Exposure-related information for Injured Party, including fields reflecting the following data:

- Date(s) exposure(s) began
- Date(s) exposure(s) ended
- Manner of exposure
- Occupation and industry when exposed
- Products to which Injured Party was exposed

RESPONSE:

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Bestwall LLC

Debtor

(Complete if issued in an adversary proceeding)

Case No. 17-BK-31795 (LTB)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Paddock Enterprises, LLC, c/o Officer, Director or Agent, One Michael Owens Way, Plaza 2, Perrysburg, OH 43551-2999

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Exhibit A attached

Table with 2 columns: PLACE (Jones Day c/o Jeffrey J. Jones, 150 West Jefferson Avenue, Suite 2100, Detroit, MI 48226) and DATE AND TIME (April 1, 2022 by 5pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: March 2, 2022

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Bestwall LLC

Garland Cassada, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246; gcassada@robinsonbradshaw.com; (704) 377-2536

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any): _____ on (date) _____ .

I served the subpoena by delivering a copy to the named person as follows: _____ on (date) _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*Paddock*” shall mean Paddock Enterprises, LLC.
2. “*Owens-Illinois*” shall mean Owens-Illinois, Inc.
3. “*Bestwall Claimants*” shall mean the individuals identified on Schedule 1 to this Exhibit, each of whom is a claimant or other injured party who asserted a mesothelioma claim against Bestwall LLC or the former Georgia-Pacific LLC.
4. “*Claims Data*” shall mean all electronic information and data contained in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track mesothelioma claims asserted against Paddock or Owens-Illinois before the Petition Date.
5. “*Paddock Claim*” shall mean a mesothelioma claim asserted against Paddock or Owens-Illinois, or for which Paddock or Owens-Illinois was alleged to be responsible, before the Petition Date.
6. “*Injured Party*” shall mean the injured party diagnosed with mesothelioma related to a Paddock Claim.
7. “*Related Party*” shall mean an individual who is not the Injured Party but who is asserting a Paddock based on or derived from the Injured Party’s mesothelioma, either in a representative capacity (*e.g.*, the personal representative of the Injured Party’s estate suing for the Injured Party’s injuries), or in an independent capacity (*e.g.*, a family member suing for his or her own losses based on the alleged personal injury to or wrongful death of the Injured Party).
8. “*Petition Date*” shall mean January 6, 2020, the date when Paddock commenced a chapter 11 bankruptcy case, Case No. 20-10028, in the United States Bankruptcy Court for the District of Delaware.

9. To the extent any Claims Data are not produced on the basis of a claim of privilege or immunity:

(a) submit a list identifying such Claims Data or nature of such Claims Data not produced in a manner that, without revealing the data or information itself privileged or protected, will enable other parties to assess the claimed privilege or immunity;

(b) identify the basis for the privilege (including work product) that is being claimed; and

(c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Fields containing the following Claims Data for each Paddock Claim asserted by a Bestwall Claimant (to the extent they exist):

- Law firm(s) representing Injured Party or any Related Party;
- Jurisdiction and state of filing;
- Claim status (*e.g.*, settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- Date of resolution (if applicable);
- Date(s) on which settlement or judgment was paid (if applicable), and;
- Exposure-related information for Injured Party, including fields reflecting the following data:
 - Date(s) exposure(s) began;
 - Date(s) exposure(s) ended;
 - Manner of exposure;

- Occupation and industry when exposed;
- Products to which Injured Party was exposed

RESPONSE:

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:) Misc. No.
)
ALDRICH PUMP LLC, et al.,) Underlying Case No. 20-30608
) (JCW)
Debtors.) (U.S. Bankruptcy Court for the
) Western District of North Carolina)

[PROPOSED] ORDER

AND NOW, this _____ day of _____, 2022, upon consideration of the Third-Party Asbestos Trusts’ (the “Trusts”) Motion to Quash or Modify Subpoenas (the “Motion”), and any response thereto, it is hereby ORDERED the Motion is GRANTED. The July 5, 2022 subpoenas seeking the production of documents from the Trusts and the Delaware Claims Processing Facility (“DCPF”) are QUASHED.

It is FURTHER ORDERED that any revised subpoena must:

- (i) limit the production of Trust Claimants’ data to a random sample of no more than 10% of the 12,000 mesothelioma victims at issue;
- (ii) authorize DCPF, or a neutral third party, to anonymize the Trust Claimants’ data before producing it;
- and (iii) include additional protections consistent with the *Access Decision*.

BY THE COURT:

USDJ.

CERTIFICATE OF SERVICE

This is to certify that on July 25, 2022, I caused a true and correct of copy of the foregoing Motion to Quash or Modify Subpoenas to be delivered electronically and/or by USPS mail on the following:

Kevin Gross (#209)
Kelly E. Farnan (#4395)
Richards, Layton & Finger
One Rodney Square
920 N. King Street
Wilmington, DE 19801
302-651-7700
Gross@rlf.com
Farnan@rlf.com

*Attorneys for Aldrich Pump LLC
and Murray Boiler LLC*

By: /s/ Beth Moskow-Schnoll
Beth Moskow-Schnoll (DE No. 2900)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p>See attachment</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Ballard Spahr LLP 919 N. Market St. 11th Floor, Wilmington, DE 19801 Tel: 302.252.4456</p>	<p>DEFENDANTS</p> <p>ALDRICH PUMP LLC, et al.</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty	<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Federal Rule of Civil Procedure 45

Brief description of cause:
Federal question regarding quashing subpoenas

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ _____
 CHECK YES only if demanded in complaint:
JURY DEMAND:
 Yes
 No

VIII. RELATED CASE(S) IF ANY (See instructions):
 JUDGE Colm F. Connolly
 DOCKET NUMBER 21-141-CFC & 22-139-CFC

DATE 07/25/2022
 SIGNATURE OF ATTORNEY OF RECORD
/s/ Beth Moskow-Schnoll (No. 2900)

Attachment to Civil Cover Sheet

In accordance with Section I(a) of the Civil Cover Sheet, Plaintiffs in this action are:

- Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust;
- Babcock & Wilcox Company Asbestos PI Trust;
- Celotex Asbestos Settlement Trust;
- DII Industries, LLC Asbestos PI Trust;
- Federal-Mogul Asbestos Personal Injury Trust;
- Flintkote Asbestos Trust;
- Owens Corning / Fibreboard Asbestos Personal Injury Trust
- Pittsburgh Corning Corporation Personal Injury Settlement Trust;
- United States Gypsum Asbestos Personal Injury Settlement Trust; and
- WRG Asbestos PI Trust.