

**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**  
(See above for address)  
*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  
Wilmington, DE 19801  
(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.  
Suite 1  
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  
919 N. Market Street  
Suite 420  
Wilmington, DE 19801  
302-428-8191  
Fax: 302-428-8195  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*









<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
07/25/2022	 <a href="#">1</a>	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: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G, # <a href="#">8</a> Exhibit H, # <a href="#">9</a> Exhibit I, # <a href="#">10</a> Text of Proposed Order, # <a href="#">11</a> Certificate of Service, # <a href="#">12</a> Civil Cover Sheet)(apk) [Transferred from Delaware on 9/27/2022.] (Entered: 07/26/2022)
07/25/2022	 <a href="#">2</a>	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	 <a href="#">3</a>	MOTION to Quash - filed by Delaware Claims Processing Facility, LLC. (Attachments: # <a href="#">1</a> Text of Proposed Order, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Certificate of Service) (Guerke, Kevin) [Transferred from Delaware on 9/27/2022.] (Entered: 07/26/2022)
07/26/2022	 <a href="#">4</a>	DECLARATION re <a href="#">3</a> MOTION to Quash by Delaware Claims Processing Facility, LLC. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> 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	 <a href="#">5</a>	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	 <a href="#">6</a>	SO ORDERED, re <a href="#">5</a> 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 <a href="#">1</a> 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	 <a href="#">7</a>	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	 <a href="#">8</a>	SO ORDERED, re <a href="#">7</a> 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 <a href="#">3</a> 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	 <a href="#">9</a>	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: # <a href="#">1</a> Text of Proposed Order)(Moskow-Schnoll, Beth) [Transferred from Delaware on 9/27/2022.] (Entered: 08/18/2022)
08/22/2022	 <a href="#">10</a>	MEMORANDUM in Opposition re <a href="#">3</a> MOTION to Quash , <a href="#">9</a> 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	 <a href="#">11</a>	DECLARATION re <a href="#">10</a> Memorandum in Opposition, <i>Kelly E. Farnan</i> by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # <a href="#">1</a> Exhibit A-R)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/22/2022)
08/22/2022	 <a href="#">12</a>	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	 <a href="#">13</a>	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: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Proposed Order, # <a href="#">3</a> 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	 <a href="#">14</a>	MOTION to Proceed Anonymously re <a href="#">13</a> 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: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Proposed Order, # <a href="#">4</a> 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	 <a href="#">15</a>	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: # <a href="#">1</a> Text of Proposed Order, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Exhibit B, # <a href="#">4</a> Certificate of Service)(Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 08/23/2022)







08/24/2022		CORRECTING ENTRY: D.I. <a href="#">13</a> and <a href="#">14</a> 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	 <a href="#">16</a>	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 <a href="#">9</a> 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: <a href="#">9</a> 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 <a href="#">16</a> Notice of Withdrawal. (kmd) [Transferred from Delaware on 9/27/2022.] (Entered: 08/26/2022)
08/31/2022	 <a href="#">17</a>	MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , <a href="#">1</a> MOTION to Quash, <a href="#">3</a> MOTION to Quash , <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , <a href="#">15</a> 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: # <a href="#">1</a> 7.1.1 Certification, # <a href="#">2</a> Text of Proposed Order Proposed Order)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/31/2022)
08/31/2022	 <a href="#">18</a>	OPENING BRIEF in Support re <a href="#">17</a> MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> 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	 <a href="#">19</a>	DECLARATION re <a href="#">18</a> Opening Brief in Support, <i>Kelly E. Farnan</i> by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # <a href="#">1</a> Exhibit A-C)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 08/31/2022)
09/06/2022	 <a href="#">20</a>	REPLY BRIEF re <a href="#">1</a> 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	 <a href="#">21</a>	ANSWERING BRIEF in Opposition re <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , <a href="#">15</a> 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. 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	 <a href="#">22</a>	DECLARATION re <a href="#">21</a> Answering Brief in Opposition, <i>of Kelly E. Farnan</i> by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # <a href="#">1</a> Exhibit A)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	 <a href="#">23</a>	REPLY to Response to Motion re <a href="#">3</a> MOTION to Quash filed by Delaware Claims Processing Facility, LLC. (Attachments: # <a href="#">1</a> Certificate of Compliance, # <a href="#">2</a> Certificate of Service)(Guerke, Kevin) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	 <a href="#">24</a>	ANSWERING BRIEF in Opposition re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> 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: # <a href="#">1</a> Certificate of Compliance)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/06/2022	 <a href="#">25</a>	DECLARATION re <a href="#">24</a> Answering Brief in Opposition, by Aldrich Pump LLC, Murray Boiler LLC. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B)(Farnan, Kelly) [Transferred from Delaware on 9/27/2022.] (Entered: 09/06/2022)
09/13/2022	 <a href="#">26</a>	REPLY to Response to Motion re <a href="#">1</a> MOTION to Quash, <a href="#">3</a> MOTION to Quash, <a href="#">13</a> 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	 <a href="#">27</a>	REPLY to Response to Motion re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , <a href="#">1</a> MOTION to Quash, <a href="#">3</a> MOTION to Quash, <a href="#">13</a> 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: # <a href="#">1</a> Exhibit)(Hogan, Daniel)[Transferred from Delaware on 9/27/2022.] (Entered: 09/13/2022)
09/13/2022	 <a href="#">28</a>	REQUEST for Oral Argument by Aldrich Pump LLC, Murray Boiler LLC re <a href="#">17</a> MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claim, 14 MOTION to Proceed Anonymously re 13 MOTION to Quash Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , <a href="#">1</a> MOTION to Quash, <a href="#">3</a> MOTION to Quash, <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and</i>



		(II) Joinders, <a href="#">15</a> 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	 <a href="#">29</a>	JOINDER by Kazan McClain Matching Claimants, joining in <a href="#">14</a> Motion for Miscellaneous Relief, <a href="#">27</a> Reply to Response to Motion, to Proceed Anonymously. (Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 09/13/2022)
09/13/2022	 <a href="#">30</a>	JOINDER by Kazan McClain Matching Claimants, joining in <a href="#">26</a> 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	 <a href="#">31</a>	ANSWERING BRIEF in Opposition re <a href="#">17</a> MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> 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: # <a href="#">1</a> Text of Proposed Order)(Burns, Tyler) [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)
09/14/2022	 <a href="#">32</a>	ANSWERING BRIEF in Opposition re <a href="#">17</a> MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> 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	 <a href="#">33</a>	DECLARATION re <a href="#">32</a> Answering Brief in Opposition, by Kazan McClain Matching Claimants. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3)(Sullivan, William) [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)
09/14/2022	 <a href="#">34</a>	RESPONSE to Motion re <a href="#">17</a> MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> MOTION to Quash Non-Party Certain Matching Claim filed by Delaware Claims Processing Facility, LLC. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Certificate of Service)(Guerke, Kevin) [Transferred from Delaware on 9/27/2022.] (Entered: 09/14/2022)

09/14/2022	 <a href="#">35</a>	ANSWERING BRIEF in Opposition re <a href="#">17</a> MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> 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: # <a href="#">1</a> 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. <a href="#">35</a> main document and attachment replaced per counsels request. (apk) [Transferred from Delaware on 9/27/2022.] (Entered: 09/15/2022)
09/15/2022	 <a href="#">36</a>	DECLARATION re <a href="#">35</a> 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	 <a href="#">37</a>	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	 <a href="#">38</a>	SO ORDERED, re <a href="#">37</a> 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	 <a href="#">39</a>	REPLY BRIEF re <a href="#">17</a> MOTION to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for the Western District of North Carolina re <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claim</i> filed by <i>Aldrich Pump LLC, Murray Boiler LLC. (Farnan, Kelly)</i> [Transferred from Delaware on 9/27/2022.] (Entered: 09/21/2022)
09/26/2022	 <a href="#">40</a>	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	 <a href="#">41</a>	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: <a href="#">1</a> MOTION to Quash, <a href="#">14</a> MOTION to Proceed Anonymously re <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , <a href="#">13</a> MOTION to Quash <i>Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders</i> , <a href="#">3</a> MOTION to Quash , <a href="#">15</a> MOTION to Quash <i>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.</i> (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 <b>Associate</b> local counsel and <b>File</b> a motion pro hac vice. ( <i>Attorney served via NEF</i> ) Deadline by 10/5/2022. (rth) (Entered: 09/28/2022)
09/30/2022	 <a href="#">42</a>	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	 <a href="#">43</a>	<b>ORDER granting <a href="#">42</a> 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)</b> (Entered: 10/03/2022)
10/03/2022		Notice to Daniel K. Hogan: Pursuant to Local Rule 83.1 you are required to <b>Register</b> for E-Filing Access or Link Existing Account <a href="#">Link</a> . ( <i>Attorney served via NEF</i> ) Deadline by 10/11/2022. (mek) (Entered: 10/03/2022)
10/03/2022	 <a href="#">44</a>	<b>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)</b> (Entered: 10/03/2022)

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

IN RE:	)
	) C.A. No. 22-mc-308-CFC
	)
ALDRICH PUMP LLC, et al.,	) Underlying Case No. 20-30608 (JCW)
	) (U.S. Bankruptcy Court Western District
Debtors.	) of North Carolina)

**DECLARATION OF KELLY E. FARNAN**

I, Kelly E. Farnan, hereby declare under penalty of perjury:

1. I am a director of the law firm of Richards, Layton & Finger, P.A.; my office is located at One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801. I am a member in good standing of the Bar of Delaware.

2. I submit this declaration (the “Declaration”) in connection with *Aldrich Pump LLC and Murray Boiler LLC’s Brief in Opposition to: (1) Third-Party Asbestos Trusts’ Motion to Quash or Modify Subpoenas; and (2) Delaware Claims Processing Facility, LLC’s (I) Motion to Quash or Modify Subpoena and (II) Joinder*, filed contemporaneously herewith. I have personal knowledge of the matters set forth herein.

3. Attached hereto as **Exhibit A** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on The Delaware Claims Processing Facility, dated July 5, 2022.



4. Attached hereto as **Exhibit B** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on Armstrong World Industries, Inc. Asbestos Personal Injury Trust, dated July 5, 2022.

5. Attached hereto as **Exhibit C** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on The Babcock & Wilcox Company Asbestos Settlement Personal Injury Trust, dated July 5, 2022.

6. Attached hereto as **Exhibit D** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on Celotex Asbestos Settlement Trust, dated July 5, 2022.

7. Attached hereto as **Exhibit E** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on DII Industries, LLC Asbestos PI Trust, dated July 5, 2022.

8. Attached hereto as **Exhibit F** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on Federal-Mogul U.S. Asbestos Personal Injury Trust, dated July 5, 2022.

9. Attached hereto as **Exhibit G** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on The Flintkote Asbestos Trust, dated July 5, 2022.

10. Attached hereto as **Exhibit H** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on Owens Corning / Fibreboard Asbestos Personal Injury Trust, dated July 5, 2022.

11. Attached hereto as **Exhibit I** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on Pittsburgh Corning Corporation Asbestos PI Trust, dated July 5, 2022.

12. Attached hereto as **Exhibit J** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on United States Gypsum Asbestos Personal Injury Settlement Trust, dated July 5, 2022.

13. Attached hereto as **Exhibit K** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on WRG Asbestos PI Trust, dated July 5, 2022.

14. Attached hereto as **Exhibit L** is a true and correct copy of *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC, In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. 2020) [D.I. 5].

15. Attached hereto as **Exhibit M** is a true and correct copy of an excerpt from the transcript of the May 26, 2022 hearing in *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. May 26, 2022).

16. Attached hereto as **Exhibit N** is a true and correct copy of an excerpt from the transcript of the December 16, 2021 hearing in *In re DBMP LLC*, No. 20-30080 (Bankr. W.D.N.C.) (JCW) [D.I. 1260].

17. Attached hereto as **Exhibit O** is a true and correct copy of a letter from Stephen M. Juris to Garland S. Cassada dated September 5, 2012.

18. Attached hereto as **Exhibit P** is a true and correct copy of *Order Granting in Part and Denying in Part Debtors' Motion for Leave to Serve Subpoena on Manville Trust, In re Garlock Sealing Techs. LLC*, Case No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [D.I. 4721].

19. Attached hereto as **Exhibit Q** is a true and correct copy of *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) (JCW) [D.I. 1340].

20. Attached hereto as **Exhibit R** is a true and correct copy of an excerpt from the transcript of the August 11, 2022 hearing in In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C.) (JCW).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: August 22, 2022  
Wilmington, DE

/s/ Kelly E. Farnan  
Kelly E. Farnan (#4395)

# EXHIBIT A

DECLARATION Page 7 of 435  
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.

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).

**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:

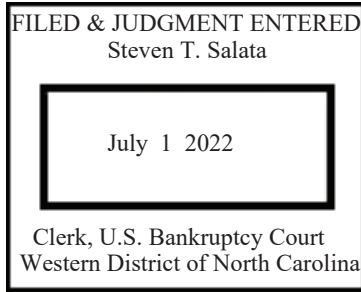
(i) expressly make the claim; and


(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.





  
 J. Craig Whitley  
 United States Bankruptcy Judge

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

	:	
In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_

# EXHIBIT B

DECLARATION Page 31 of 435  
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: 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.

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).

**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.*

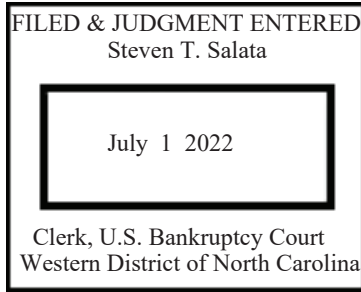
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re	:	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.



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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT C

DECLARATION Page 55 of 435

# 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).

**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.*

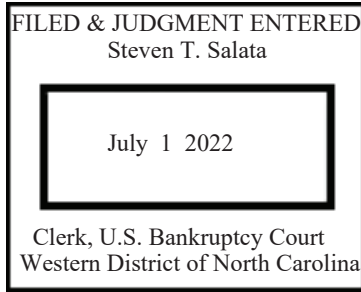
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

<sup>9</sup> 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: \_\_\_\_\_

# EXHIBIT D

DECLARATION Page 79 of 435  
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: 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.

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).

**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:

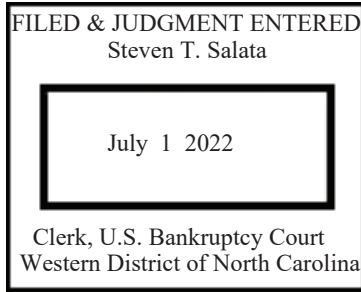
(i) expressly make the claim; and


(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.





  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re	:	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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



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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_

# EXHIBIT E



# 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: DII Industries, LLC Asbestos PI Trust, c/o Beth Moskow-Schnoll, 919 N. Market Street 11th Fl., 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.

PLACE <u>Jones Day, c/o Gregory Gordon, 2727 N. Harwood St, Dallas, TX 75201</u>	DATE AND TIME See dates in Order
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☐ **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
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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).

**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.*

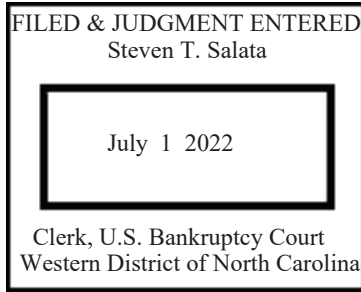
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

	:	
In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT F

DECLARATION Page 127 of 435  
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: 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.

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

Morgan Hirst

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

\_\_\_\_\_  
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).

**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.*

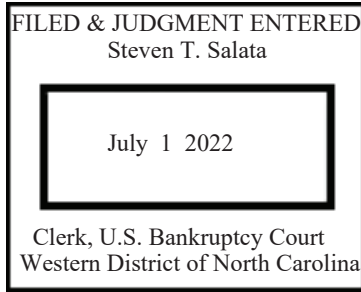
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

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In re	:	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
Debtors.	:	(Jointly Administered)

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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. 1111](#)] (the “Motion”),<sup>2</sup> 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

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<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT G

DECLARATION Page 151 of 435  
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 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.

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).

**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.*

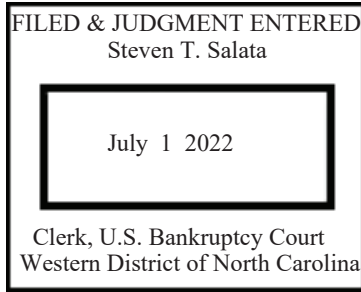
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

	:	
In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT H

DECLARATION Page 175 of 435  
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: 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.

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).

**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.*

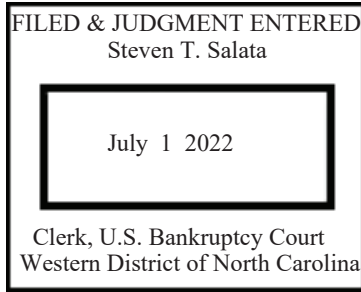
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

	:	
In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT I

DECLARATION Page 199 of 435  
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.

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).

**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.*

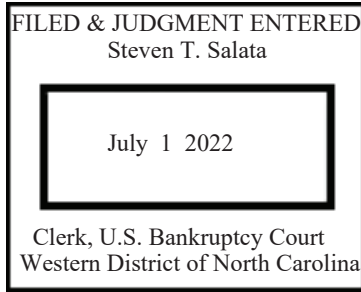
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re	:	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT J

DECLARATION Page 223 of 435  
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.

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).

**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.*

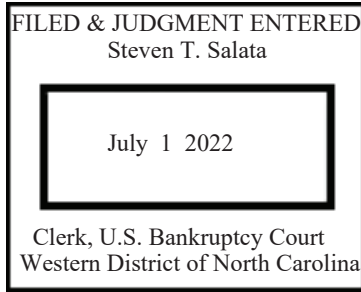
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re	:	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT K

DECLARATION Page 247 of 435  
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: 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.

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).

**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.*

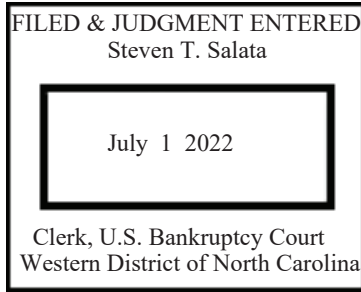
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


(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.



  
J. Craig Whitley  
United States Bankruptcy Judge

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

	:	
In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(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”),<sup>2</sup> 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

<sup>1</sup> 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.

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

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](#)”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.

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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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: \_\_\_\_\_



# EXHIBIT L

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

In re

ALDRICH PUMP LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-\_\_\_\_ (\_\_\_)

(Joint Administration Requested)

**INFORMATIONAL BRIEF OF ALDRICH PUMP LLC AND MURRAY BOILER LLC**

Brad B. Erens  
Mark A. Cody  
Caitlin K. Cahow  
JONES DAY  
77 West Wacker  
Chicago, Illinois 60601

C. Richard Rayburn, Jr.  
John R. Miller, Jr.  
RAYBURN COOPER & DURHAM, P.A.  
227 West Trade Street, Suite 1200  
Charlotte, North Carolina 28202

Gregory M. Gordon  
JONES DAY  
2727 N. Harwood Street  
Dallas, Texas 75201

C. Michael Evert, Jr.  
EVERT WEATHERSBY HOUFF  
3455 Peachtree Road NE, Suite 1550  
Atlanta, Georgia 30326

Dated: June 18, 2020

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<sup>1</sup> 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.

## TABLE OF CONTENTS

	<b>Page</b>
I. Introduction.....	1
II. The Debtors' Corporate and Relevant Product History .....	9
A. Aldrich .....	9
B. Murray.....	11
III. The Claims Against the Debtors Allege Exposure to Products Unlikely to be a Substantial Cause of Disease .....	13
A. Asbestos Generally .....	13
B. Asbestos Exposure Sufficient to Cause Mesothelioma .....	14
IV. The Debtors' Experience in the Tort System .....	17
A. The Primary Defendants' Exit from the Tort System .....	17
B. Evolving Plaintiff Litigation Practices.....	20
C. The Unrelenting Burden of Defending Asbestos Claims .....	30
V. The Debtors' Objectives in these Chapter 11 Cases .....	32
A. Preliminary Injunction .....	35
B. Asbestos Claimants' Committee, Future Claimants' Representative, and Claimant Representative Diligence.....	36
C. Liability Determination.....	36
D. Plan of Reorganization.....	37
E. Conclusion .....	37

## TABLE OF AUTHORITIES

	<b>Page</b>
<b>CASES</b>	
<i>Amchem Prods., Inc. v. Windsor</i> , <u>521 U.S. 591</u> (1997).....	30
<i>In re Bestwall LLC</i> , Case No. 17-31795 (LTB), Adv. No. 17-03105 (Bankr. W.D.N.C. Dec. 7, 2017) .....	35
<i>In re Combustion Eng'g, Inc.</i> , Case No. 03-10495 (KG), Adv. No. 03-50839 (Bankr. D. Del. Mar. 7, 2003) .....	35
<i>In re Federal-Mogul Global, Inc.</i> , <u>684 F.3d 355</u> (3d Cir. 2012).....	33
<i>In re Garlock Sealing Techs. LLC</i> , <u>504 B.R. 71</u> (Bankr. W.D.N.C. 2014).....	6, 16, 19, 23, 25, 28
<i>In re Garlock Sealing Techs. LLC</i> , Case No. 10-31607 (JCW), Adv. No. 10-3145 (Bankr. W.D.N.C. June 7, 2010) .....	35
<i>In re Harbison-Walker Refractories Co.</i> , Case No. 02-21627 (JFK), Adv. No. 02-02080 (Bankr. W.D. Pa. Feb. 14, 2002) .....	35
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<i>In re Leslie Controls, Inc.</i> , Case No. 10-12199 (CSS), Adv. No. 10-51394 (Bankr. D. Del. July 14, 2010).....	35
<i>In re Pittsburgh Corning Corp.</i> , Case No. 00-22876 (TPA), Adv. No. 00-02161 (Bankr. W.D. Pa. Apr. 16, 2000 and Apr. 22, 2003) .....	35

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<i>In re W.R. Grace &amp; Co.</i> , Case No. 01-01139 (AMC), Adv. No. 01-00771 (Bankr. D. Del. May 3, 2001) .....	35
<i>Official Committee of Asbestos Claimants of Bestwall, LLC vs. Bestwall LLC</i> , Case No. 19-408 (4th Cir. Nov. 14, 2019).....	35
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Joseph J. Welter, <i>et al.</i> , <i>Alive and Strong in 2014</i> , Toxic Torts and Environmental Law, Asbestos Litigation (April 2014) .....	4
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## I. Introduction

The debtors in these chapter 11 cases are Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray," and together with Aldrich, the "Debtors").<sup>2</sup> The Debtors are subsidiaries of Trane Technologies plc, a publicly traded company ("Trane Technologies"). Trane Technologies is a global climate innovator that brings efficient and sustainable climate solutions to buildings, homes, and transportation. The North American headquarters of Trane Technologies, as well as the Debtors, are located in Davidson, North Carolina. The Debtors have filed these chapter 11 cases to address the unrelenting burden of asbestos claims that have been pursued against them.

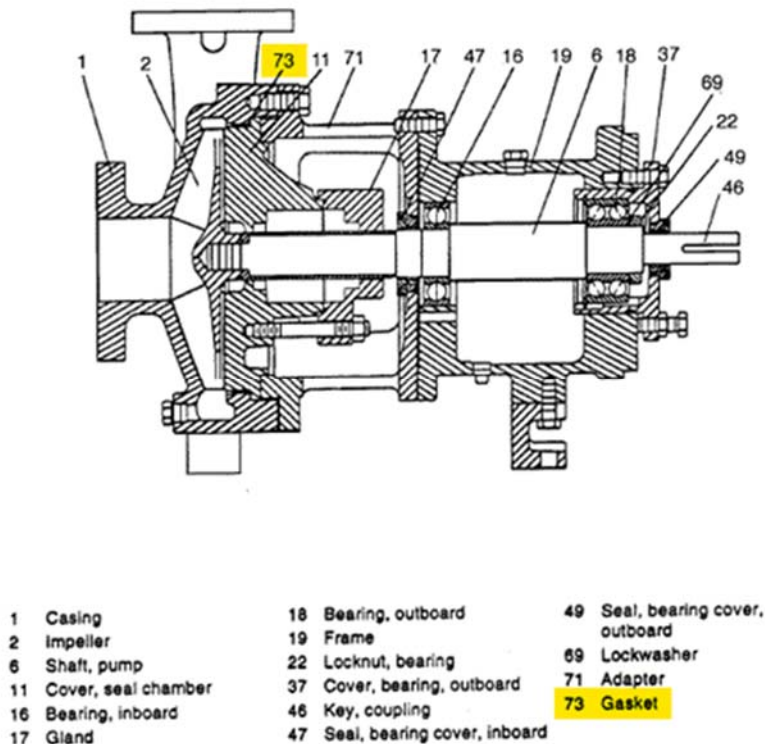
The Debtors never mined asbestos, nor did they use asbestos to manufacture a product. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing components manufactured and designed by third parties.

Aldrich's asbestos litigation history largely surrounds its manufacture of pumps and compressors that incorporated metal piping through which liquids or gases flowed. Where such pipes connected to each other, or to other metal surfaces, leaks could occur. A ring-shaped sealing product known as a gasket was inserted into the connection between the pipes or metal surfaces to avoid such leaks and to protect against sealing failures that could cause injury, death, and catastrophic losses. The gaskets spent their entire lives inserted between two pieces of metal except when the equipment needed repair. An example of typical gasket placement is depicted below.

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<sup>2</sup> When discussing historical matters preceding the 2020 Corporate Restructuring (as defined below), the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.





Until roughly 30 years ago, certain gasket materials available in the marketplace contained asbestos. Aldrich itself had no profit motive or other incentive to use asbestos-containing gaskets over anything else. Such gaskets were merely the industry standard at the time, and Aldrich—and all of its competitors—purchased them for use in their equipment. In nearly all instances, the type of asbestos fiber used in gaskets purchased by Aldrich was chrysotile, a form of asbestos widely recognized as either incapable of causing, or far less likely than other forms of asbestos (such as amphibole) to cause, mesothelioma. Any asbestos fibers contained in gaskets were encapsulated, meaning the fibers could not be released into the air under normal conditions. And, on the rare occasions when the gaskets might be disturbed to conduct equipment repairs, any potential exposure to asbestos fibers was well below the government's permissible exposure levels for asbestos. For pumps, a sealing product called

"packing" also was used to prevent leaks around moving shafts. Any asbestos fibers contained in such packing, like in gaskets, were encapsulated and typically chrysotile.

Murray asbestos claims primarily have arisen from its sale of heating and cooling equipment, such as commercial and industrial HVAC compressors, furnaces, and related equipment, that also incorporated gaskets or other sealing products for the same reasons that Aldrich's equipment used such products. Before the mid-1950s—almost 70 years ago—Murray also designed and sold some boilers that may have been insulated with external asbestos-containing insulation. As with Aldrich, any asbestos products associated with Murray equipment would have been purchased from third parties. Various parts of Murray's operations that incorporated sealing products were either shut down or sold, or largely eliminated the use of asbestos-containing sealing products, during the 1970s and 1980s.

Asbestos litigation today is dominated by claims from individuals who have mesothelioma, a fatal cancer. Exposure to certain types of friable, amphibole asbestos, such as existed in certain insulation and other asbestos-containing products manufactured before 1975, can cause mesothelioma. However, whether mesothelioma can be caused by exposure to chrysotile asbestos at all, and, if so, how intense and prolonged such exposure would need to be, is a topic of scientific debate, though there is consensus that chrysotile is far less toxic than the amphiboles. Further, in many individuals, mesothelioma occurs without any history of occupational exposure to asbestos. In fact, an increasing percentage of mesotheliomas diagnosed in the United States are unrelated to asbestos. As a result, now decades after asbestos was effectively eliminated from the marketplace and the workplace, mesothelioma occurrences have continued and will continue indefinitely into the future.

In this country, asbestos personal-injury litigation commenced in earnest during the 1970s and has become an industry all to itself, with now over 10,000 companies having been named in asbestos lawsuits.<sup>3</sup> Initially, and through the late 1990s, the primary defendants were the miners and sellers of raw asbestos and the companies that used raw asbestos to manufacture other products, like thermal insulation (the so-called "big dusties"). These primary defendants were named in almost every asbestos-related lawsuit and collectively paid hundreds of millions of dollars annually to resolve mesothelioma and other asbestos-related claims. During that same period, collectively, Aldrich and Murray paid less than \$4 million to settle the mesothelioma claims brought against them, a clear indication that the Debtors' products were not the likely cause of, or significant contributor to, the occurrence of mesothelioma.

By the early 2000s, however, virtually all of the primary defendants had filed for bankruptcy and exited the tort system. Defendants would eventually establish asbestos trusts under section 524(g) of the Bankruptcy Code that, even after paying tens of billions of dollars of compensation, still held over \$36 billion as of 2011.<sup>4</sup> Despite the presence of this administrative system of compensation, the predominant plaintiff firms set their sights on additional sources of recovery. In the words of one plaintiffs' lawyer, asbestos litigation became the "endless search for the solvent bystander."<sup>5</sup> Almost immediately after the commencement of the primary defendant bankruptcies in the early 2000s, individual plaintiffs began to curtail disclosure in their tort cases of their overall asbestos exposure. As a result, even though no facts regarding the manufacture, sale, or use of the Debtors' equipment had changed, claims against the Debtors,

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<sup>3</sup> Joseph J. Welter, *et al.*, *Alive and Strong in 2014*, Toxic Torts and Environmental Law, Asbestos Litigation, 50 (April 2014).

<sup>4</sup> U.S. Government Accountability Office, *Asbestos Injury Compensation: The Role and Administration of Asbestos Trusts*, GAO-11-819, 3 (2011) (By 2011, there were over 60 asbestos personal injury trusts with a combined total of over \$36.8 billion assets).

<sup>5</sup> 'Medical Monitoring and Asbestos Litigation'—A Discussion with Richard Scruggs and Victor Schwartz, Mealey's Litigation Report: Asbestos, at 5 (Mar. 1, 2002) (quoting Mr. Scruggs).

along with settlement and trial demands, began to be made as if the primary defendants had never existed, exposure to their products had never occurred, and recovery against those primary defendants was not available through the tens of billions of dollars in the bankruptcy trusts.

From 2001 to 2002, the number of mesothelioma claims asserted against each of the Debtors doubled in the span of one year. Within just a few years, the Debtors routinely would be named in over 2,500 mesothelioma claims every year, equating to a new claim asserted against the Debtors essentially every working hour of every weekday, every week of the year. A typical complaint indiscriminately named the Debtors alongside scores of other defendants, without any pleading of specific facts alleging exposure to any defendant's products. The Debtors were also now being named in the vast majority of all mesothelioma claims asserted across the country, a percentage that could not plausibly be warranted given the nature of the largely encapsulated products the Debtors predominantly purchased, and, further, given that these products were the industry standard across a multitude of industries and among the thousands of asbestos-containing products in the marketplace.

Because of the individual nature of personal injury claims, every asbestos suit is an individual case that must be separately defended or otherwise resolved. Defending a single mesothelioma suit through trial and appeal can cost \$1 million or more. As such, the Debtors now had so many claims asserted against them that the cost of taking each claim to trial would have cost billions of dollars per year in defense costs. Despite the new avalanche of asbestos litigation, the Debtors were successful in getting about two-thirds of their mesothelioma cases dismissed. However, obtaining these dismissals was not costless and, more importantly, the remaining cases against them had undergone an undeniable change. Before the primary defendants' exodus from the tort system, ancillary defendants like the Debtors could reliably

expect that asbestos claimants would identify exposures to amphibole-containing asbestos products manufactured or sold by the primary defendants. Juries would typically find these products to be the real cause of the plaintiffs' disease. That evidence, however, now largely disappeared in tort cases after the primary defendants filed for bankruptcy.

Judge Hodges' seminal decision in *In re Garlock Sealing Technologies, LLC*, 504 B.R. 71 (Bankr. W.D.N.C. 2014), detailed a "widespread" pattern on the part of plaintiffs to not divulge evidence related to the alternative asbestos exposures.<sup>6</sup> While claimants would assert exposures only to products made or sold by defendants who remained in the tort system, many would at the same time, or later, assert claims against the bankruptcy trusts of the former primary defendants. Indeed, the court found that "[i]t was a regular practice by many plaintiffs' firms to delay filing Trust claims for their clients so that remaining tort system defendants would not have that information."<sup>7</sup>

The Debtors are confident that they were subject to similar practices, particularly since the asbestos-containing components in the Debtors' products were largely the same type of sealing products at issue in *Garlock*. As in *Garlock*, since the Debtors' equipment typically was installed in the type of industrial environments where piping systems and their attendant friable thermal insulation were prevalent, including in U.S. Navy ships, shipyards, and power plants, the Debtors were particularly susceptible to these practices. In those cases where a relatively complete picture of a claimant's exposure history was available, the inconsequential contribution of the Debtors' equipment to the claimants' asbestos exposure was self-evident when compared to the claimants' exposure to friable thermal insulation that inevitably would have occurred. But, the plaintiffs' failure to divulge that evidence left the Debtors with the need to either incur

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<sup>6</sup> *In re Garlock Sealing Techs. LLC*, 504 B.R. 71, 85-87, 94 (Bankr. W.D.N.C. 2014).

<sup>7</sup> *Id.*, at 85.

staggering legal fees to develop such evidence, or resolve claims to avoid those legal fees and the risk of a trial that presented an incomplete picture. The Debtors detail examples of cases where they have been subject to these practices later in this Information Brief.

Given the complications of defending claims in this litigation environment, the cost of defense was, of necessity, a critical factor to the Debtors when considering resolution of a claim. On average, plaintiffs asserting mesothelioma claims were willing to accept from the Debtors settlement payments in the mid-five figures, a small fraction of the multi-million dollar award that a plaintiff might receive in total damages if successful in pursuing a mesothelioma claim, and also a small fraction of the likely legal fees the Debtors would incur to take a case through trial. In total, the Debtors resolved roughly 99% of such claims for less than \$250,000, an amount that is still a fraction of the likely cost to take a case through trial.

The problem for the Debtors, however, is that even with dismissals without payment in roughly two-thirds of mesothelioma cases, given the vast number of claims asserted against the Debtors, average settlements in the mid-five figures still mean that the Debtors are spending approximately \$70 million per year on asbestos-related settlements.<sup>8</sup> This is in addition to approximately \$25 million per year in defense costs, for a total nearing \$100 million per year. Given that the Debtors eliminated asbestos components from their equipment decades ago and the primary defendants long ago filed for bankruptcy and created trusts for asbestos claimants, one would have expected a precipitous decline in mesothelioma claims against the Debtors. That, however, has not occurred. Instead, the assertion on average of a new mesothelioma claim against the Debtors every working hour of every weekday continues like clockwork. If this high level of mesothelioma claims continues, it will remain much cheaper for the Debtors to pay

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<sup>8</sup> This figure includes amounts the Debtors were spending on thousands of lower dollar figure, non-mesothelioma asbestos-related claims, mostly lung cancer claims.

settlements in line with historical payments for cases they cannot get dismissed rather than expend the significant legal fees required to take any one of those cases through trial. And this process will go on year after year, many expect for at least three or four more decades, at which point the Debtors will have been involved in asbestos litigation for 70 or more years.

The Debtors have filed these chapter 11 cases to instead achieve a rational resolution of the asbestos litigation being asserted against them. The current system is not even beneficial for legitimate asbestos claimants, as studies have shown that less than half of the money spent by defendants in the tort system actually goes to compensate individual plaintiffs. In the current environment, section 524(g)'s collective process—which is specifically designed to permanently resolve mass asbestos litigation—provides the best mechanism to resolve the Debtors' asbestos liability. At the end of these cases, the Debtors intend to fund a section 524(g) asbestos trust in an amount that will fully compensate all legitimate asbestos claimants. That amount will be based on an agreement between the Debtors (with the anticipated support and participation of their insurers) and the asbestos claimants and their representatives or through the Court's estimation of the Debtors' asbestos liability. The asbestos claimants will then have access to an administrative process to seek reimbursement from the trust, promptly and without the cost and delay of litigation. The Debtors are committed to achieving this result as soon as possible.

## **II. The Debtors' Corporate and Relevant Product History**

### **A. Aldrich**

#### ***Corporate History***

Aldrich's historical operations date back to 1905. Aldrich created or acquired certain entities that manufactured, sold, or distributed products—primarily pumps and compressors—that in some cases incorporated asbestos-containing component parts manufactured and designed by third parties. The principal brand names involved in the asbestos claims brought against Aldrich include Cameron Steam Pump ("Cameron Pump"), acquired in the early 1900s, the Aldrich Pump Company, acquired in 1961, and Ingersoll-Rand Company. All of these product lines, along with a few others, are included in the history of what was Aldrich's pump division.

#### ***Aldrich Equipment Alleged to Have Created Asbestos Exposure***

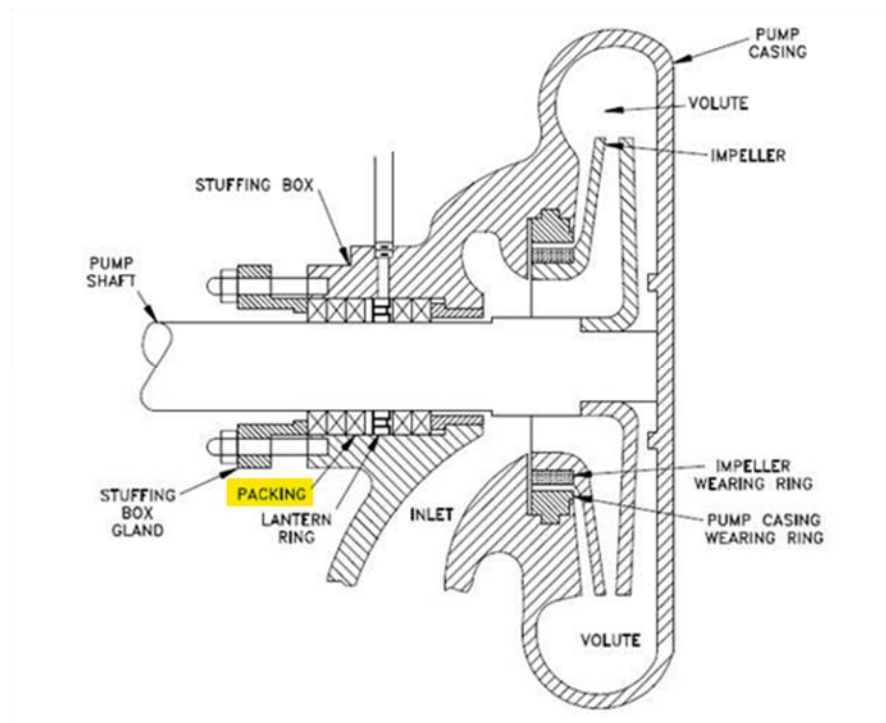
Asbestos-related claims against Aldrich have most commonly alleged exposure to asbestos from sealing products (*i.e.*, gaskets and, to a lesser degree, packing) used in pumps and compressors located on U.S. Navy ships or in industrial facilities or other commercial buildings. Historically, Aldrich manufactured a variety of pumps, from large boiler feed pumps to smaller motor pumps, as well as reciprocating, centrifugal, and rotary compressors. In substantially all cases, any asbestos used in sealing product components incorporated into Aldrich equipment was chrysotile and non-friable. These components spend their entire useful life fixed between metal surfaces and are generally inaccessible outside of removal and replacement.

A gasket is a thin piece of material (usually 1/32" to 1/8" thick) used to create a seal between metal surfaces that would otherwise leak. The gaskets used in the pumps and compressors at issue came in two types—pre-formed spiral wound gaskets and sheet gaskets, which could be cut to fit the particular need. The gaskets used in Aldrich equipment may have contained asbestos depending on operational temperature and pressure (*e.g.*, industry standards



of the time typically did not necessitate asbestos-containing gaskets for pumps operating at low temperatures and pressures). Regardless, when these gaskets contained asbestos, it was almost always the chrysotile form of asbestos and the gaskets were manufactured in such a way that any asbestos fibers contained therein were coated or otherwise bound within the gasket such that no hazardous release of asbestos fibers occurred during normal use. In this regard, it should also be noted that asbestos-containing gaskets are still legally sold and used in certain industrial applications where the physical and chemical properties of asbestos cannot easily be replaced.

Packing is a braided material that is wrapped around the moving shaft of a pump to prevent leaks. An example of typical packing placement is depicted below.



Packing can be made of various materials, including vegetable fibers, cotton, Teflon, and asbestos. Like the gaskets described above, to the extent packing incorporated into Aldrich products contained asbestos, the asbestos was encapsulated and was generally the chrysotile

form. Aldrich pumps operating at low temperatures and pressures did not use asbestos-containing packing, nor did Aldrich compressors.

Aldrich's operations generally eliminated the use of asbestos-containing products by the mid-1980s.

## **B. Murray**

### ***Corporate History***

Two separate corporate histories are relevant to Murray's historical asbestos liabilities: the first relates to historic Murray and the second relates to American Standard, Inc. ("American Standard").

Murray's operations date back to 1913. The principal business of historic Murray was the design and manufacture of what today is known as climate control (HVAC) equipment.<sup>9</sup> Some of this HVAC and related equipment, at times, included asbestos-containing internal component parts—primarily gaskets—manufactured and designed by third parties.

In 1984, Murray merged with American Standard, which traced its roots back to the 1890s. For most of its history, American Standard's primary business included, *inter alia*, the manufacture and sale of hydronics equipment, such as boilers and ancillary products, certain of which incorporated asbestos-containing component parts purchased from third parties.

American Standard exited this business by 1975.

### ***Murray Equipment Alleged to Have Created Asbestos Exposure***

Historic Murray Equipment. The vast majority of claims asserted against historic Murray allege exposure to asbestos-containing gaskets in connection with servicing commercial and

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<sup>9</sup> Additionally, in 1970 Murray acquired the assets of Murray Iron Works and thereafter manufactured and sold a line of commercial and industrial boilers and steam turbines. Murray ceased or sold these operations in the late 1970s and early 1980s.

industrial HVAC compressors and related equipment.<sup>10</sup> Gaskets incorporated into this HVAC equipment were contained within the unit. Where gaskets contained asbestos, the asbestos typically was chrysotile and bound in a matrix. The historic Murray operations that once incorporated asbestos-containing products were either shut down or sold, or largely eliminated the use of asbestos-containing products, during the 1970s and 1980s.

American Standard Boilers. Most of Murray's asbestos litigation spending has related to various brands of American Standard boilers. Most claims concerning such boilers involve persons who encountered them as owners, installers, or service providers. These boilers, at times, may have incorporated certain asbestos-containing sealing products (*e.g.*, gaskets) as internal components. Prior to the mid-1950s, some of these boilers also may have been insulated externally with standard asbestos-containing insulation of that time period. American Standard did not participate in the design or manufacture of any of these asbestos-containing products. Moreover, the internal components were contained within the equipment unit and generally inaccessible during day-to-day use. Where internal components contained asbestos, the asbestos typically was chrysotile and bound in a matrix. American Standard no longer made boilers as of the mid-1970s, and, as noted above, American Standard boilers have not incorporated external asbestos insulation for almost 70 years.

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<sup>10</sup> A limited number of claims also have arisen from allegations of the use of asbestos-containing sealing products purchased from third parties in connection with Murray Iron Works-related product lines.

### **III. The Claims Against the Debtors Allege Exposure to Products Unlikely to be a Substantial Cause of Disease**

#### **A. Asbestos Generally**

Asbestos historically has been used in thousands of products.<sup>11</sup> Examples range from friable products like insulation and refractory cements to ubiquitous non-friable products like floor tile and roofing shingles. And, because asbestos is a naturally occurring mineral that is exposed through the process of erosion from wind and weather and as a result of urban development, asbestos is in the air and water at all times.<sup>12</sup> Virtually everyone in the United States has been exposed to asbestos and all forms of asbestos can be found in the lungs of the general population.<sup>13</sup> As with many dusts, it is only when exposures to specific types of asbestos fibers are significant enough to overwhelm the body's defenses that disease occurs.

There are several types of mineral substances within the asbestos family. The most commercially relevant asbestos minerals are chrysotile, amosite, and crocidolite. Chrysotile is in the serpentine family of minerals. Amosite and crocidolite are in the amphibole family of minerals. The vast majority of asbestos claims against the Debtors assert exposure to sealing products—primarily gaskets and packing—that typically would have contained chrysotile asbestos. Chrysotile is distinctly different in microscopic appearance and chemical composition from the amphibole family of asbestos minerals. Chrysotile is classified as a serpentine mineral because its fibers have a curvy shape, whereas individual amphibole fibers are thin and needle- or spear-like. In addition to physical and other differences, chrysotile "tends to accumulate to only a very limited extent in lung tissue despite continuous exposure, whereas

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<sup>11</sup> THURLBECK'S PATHOLOGY OF THE LUNG, at 811-12 (Andrew M. Churg, *et al.* eds., 3d ed. 2005) (hereafter "THURLBECK'S").

<sup>12</sup> *Id.*, at 811-13.

<sup>13</sup> *Id.*, at 812-13.

continuous exposure to amphiboles leads to a continuous increase in the amphibole fiber concentration in the lung."<sup>14</sup> Although the body breaks down chrysotile into short particles that clear from the body in hours, days, or weeks, long amosite and crocidolite fibers are not broken into shorter fibers and persist for decades.<sup>15</sup>

Asbestos exposure may lead to disease when asbestos fibers are inhaled in sufficiently large numbers. Products that allow asbestos fibers to be released easily are known as "friable" products. Friable products, such as asbestos insulation, may be crumbled, pulverized, or reduced to powder by hand pressure.<sup>16</sup> Other asbestos-containing products—like the gaskets and packing incorporated into the Debtors' equipment—are non-friable and, because the fibers are encapsulated or "locked in," do not result in significant asbestos fiber release during their normal use.<sup>17</sup> Even when fibers are released from encapsulated products, which may occur during removal and replacement of packing or gaskets, the amount of fibers released during such procedures is much lower than the friable asbestos products.

## **B. Asbestos Exposure Sufficient to Cause Mesothelioma**

Mesothelioma, a cancer that starts in cells in the linings of certain parts of the body, has long been the main driver of the Debtors' defense and indemnity costs. Approximately 3,000 new cases are diagnosed each year in the United States.<sup>18</sup>

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<sup>14</sup> *Id.*, at 811.

<sup>15</sup> *Id.*

<sup>16</sup> Occupational Safety and Health Standards Toxic and Hazardous Substances, 29 C.F.R. § 1910.1001, Appendix G (2008) ("Friable means that the material can be crumbled with hand pressure and is therefore likely to emit fibers.").

<sup>17</sup> In April 1970, Dr. Irving Selikoff, a pioneer on the health effects of asbestos exposure, wrote that it was "fortunate that the greatest part of [the asbestos in construction materials] has been in products in which the asbestos is locked in—that is, it is bound with cement or plastics or other binder so that there is no release, certainly no significant release, of asbestos fiber in either working areas or general air." Irving J. Selikoff, *Partnership for Prevention – The Insulation Industry Hygiene Research Program*, Indus. Med., Vol. 39, No. 4 at 164 (Apr. 1970).

<sup>18</sup> Key Statistics About Malignant Mesothelioma, American Cancer Society, at <https://www.cancer.org/cancer/malignant-mesothelioma/about/key-statistics.html> (last accessed Jun. 17, 2020).

Excess incidence of mesothelioma has been documented in association with certain occupations, such as those manufacturing amphibole products or working in settings with high exposures to amphibole-containing insulation.<sup>19</sup> The association of mesothelioma with amphibole asbestos exposure, however, does not mean that asbestos exposure is required to cause mesothelioma. Other naturally-occurring substances have been implicated as mesothelioma-causing agents, and there is general consensus that certain kinds of therapeutic radiation can cause mesothelioma.<sup>20</sup> Moreover, like nearly all cancers, mesothelioma can occur naturally and for reasons unrelated to exposure to any substance. A natural rate of mesothelioma exists, and "idiopathic" cases will occur in the absence of exposure to proven mesothelioma-causing agents. Estimates of the rate of mesothelioma not caused by asbestos exposure vary but are increasing.<sup>21</sup> For example, it has been estimated that at least 70-80% of female mesotheliomas are not caused by asbestos exposure.<sup>22</sup>

Broad consensus has long existed that exposure to products made from amphibole asbestos, such as thermal insulation products, can cause mesothelioma. Study after study, however, has failed to prove mesothelioma incidence attributable to chrysotile alone.<sup>23</sup> Indeed,

<sup>19</sup> See, e.g., Herbert Seidman, *et al.*, Mortality Experience of Amosite Asbestos Factory Workers: Dose-Response Relationships 5 to 40 Years After Onset of Short-Term Work Exposure, 10 AM. J. INDUS. MED. 479 (1986); G. Berry, *et al.*, Mortality from all cancers of asbestos factory workers in east London 1933-80, 57 OCCUP. ENVIRON. MED. 782 (2000).

<sup>20</sup> S. Boussios, M. Moschetta, A. Karathanasi, A.K. Tsiouris, F.S. Kanellos, K. Tatsi, K.H. Katsanos, D.K. Christodoulou, *Malignant peritoneal mesothelioma: Clinical aspects, and therapeutic perspectives*, Ann. Gastroenterol. 31(6) 659-69 (2018); Eugene J. Mark & Richard L. Kradin, *Pathological recognition of diffuse malignant mesothelioma of the pleura: the significance of the historical perspective as regards this signal tumor*, 23 SEM. DIAG. PATH. 25, 26 (2006).

<sup>21</sup> One analysis of U.S. population data reported that the spontaneous or natural mesothelioma rate around the time of the study was at least 27%. Bertram Price & Adam Ware, *Time Trend of Mesothelioma Incidence in the United States and Projection of Future Cases: an Update Based on SEER Data for 1973 Through 2005*, 39(7) CRIT. REV. TOXICOL. 576, 584 (2009).

<sup>22</sup> Michele Carbone, *et al.*, *Malignant Mesothelioma: Facts, Myths and Hypotheses*, 227(1) J. CELL. PHYSIOL. 44, 44 (2012).

<sup>23</sup> See, e.g., Charles Yarborough, *Chrysotile as a Cause of Mesothelioma: An Assessment Based on Epidemiology*, 36 Critical Revs. Toxicology 165, 165 (2006) (stating that "review of 71 asbestos cohorts exposed to free asbestos fibers does not support the hypothesis that chrysotile, uncontaminated by amphibolic substances, causes mesothelioma."). In fact, there is an absence of reliable studies reporting an

increased incidence of mesothelioma in populations exposed to chrysotile fibers unless there was also substantial exposure to other suspected mesothelioma-causing minerals. To the contrary, many studies of groups primarily exposed to chrysotile in mining, manufacturing, and use of end products report no increased incidence of mesothelioma.

THURLBECK'S, *supra* note 11, at 811 (stating that "chrysotile is a very much weaker mesothelial carcinogen than is amphibole in humans.").

Deposition of Dr. Arnold Brody in *In re Garlock*, on May 31, 2013 at 75:22-76:16; James K. Toohey, A Response to Alani Golanski and Jerry Kristal's Reply, Mealey's Litigation Report, 46 (2011) (stating that "even plaintiff's most zealous testifying expert witnesses agree that chrysotile creates a lower risk of mesothelioma than do amphibole fiber types. Some dispute only the extent of the difference while others dispute only whether chrysotile can be a co-cause at lower exposures.").

*In re Garlock*, 504 B.R. at 75.

See e.g., L.R. Liukonen, *Asbestos Exposure from Gasket Operations* 1-67 (1978); R.T. Cheng & H.J. McDermott, *Exposure to Asbestos from Asbestos Gaskets*, 6(7) Applied Occupational & Env'tl. Hygiene 588 (1991).

John W. Spencer, CIH, CSP, Report of Findings, Exposure Assessment: An Evaluation of the Actual Contribution of Airborne Asbestos Fibers from the Removal and Installation of Gaskets and Packing from Ingersoll-Rand Compressors and Pumps, Aug. 27, 2001.



study found that, while some asbestos could be released in the course of removing and replacing either packing or gaskets, the release of asbestos fibers during these procedures was minimal and fell well below relevant OSHA standards.<sup>29</sup>

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. 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. This would be true for the vast bulk of the asbestos claims made against the Debtors. Moreover, given the elimination of asbestos-containing components from the Debtors' products decades ago—and, in the case of American Standard boilers, the elimination of asbestos-containing external insulation nearly seven decades ago—claims recently asserted against the Debtors are particularly suspect.

#### **IV. The Debtors' Experience in the Tort System**

##### **A. The Primary Defendants' Exit from the Tort System**

The Debtors' involvement in asbestos litigation began after the 1982 bankruptcy of Johns-Manville, the largest asbestos company in the world—Aldrich and Murray were served with their first asbestos complaints in 1983 and 1986, respectively. Until the early 2000s, the Debtors were simply not material asbestos defendants. Rather, the tort system recognized that the Debtors' products were not the cause of mesothelioma. The primary payors of mesothelioma

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<sup>29</sup> Similar studies have been commissioned by Garlock and published in peer-reviewed industrial hygiene literature demonstrating consistent outcomes (*i.e.*, asbestos exposure during gasket and packing operations falls below relevant OSHA standards). *See, e.g.*, C.A. Mangold, K. Clark, A. Madl, & D. Paustenbauch, *An Exposure Study of Bystanders and Workers During the Installation and Removal of Asbestos Gaskets and Packing*, 3 J. Occupational & Envtl. Hygiene 87 (2006); F. Boelter, G. Crawford, & D. Podraza, *Airborne Fiber Exposure Assessment of Dry Asbestos-Containing Gaskets and Packings Found in Intact Industrial and Maritime Fittings*, 63(6) Am. Indus. Hygiene Assoc. J. 732 (2002).



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. The Debtors, by contrast, collectively paid less than \$4 million to resolve mesothelioma claims (Aldrich paid approximately \$2.5 million in mesothelioma settlements and Murray paid approximately \$1 million) in the tort system from the mid-1980s through 2000.

Beginning in the early 1990s, a significant number of prominent defendants sought bankruptcy protection, thereby exiting the tort system. This included, among others, Celotex Corp., Raymark Industries, National Gypsum Company, Eagle Picher Industries, H.K. Porter Co., and Keene Corporation. This initial "wave" of bankruptcy filings resulted in increased claims being asserted against the Debtors, although most claims were brought by claimants who alleged non-malignant disease and were "unimpaired" — *i.e.* claimants who had yet to evidence any symptoms of disease. But because many of the primary defendants remained in the tort system, this initial wave did not materially impact the Debtors' costs to resolve claims.<sup>30</sup>

Beginning in 2000, however, the bulk of the remaining primary defendants initiated bankruptcy filings, which has come to be known as the "Bankruptcy Wave." These primary defendants included, among others, Babcock & Wilcox Company, Pittsburgh Corning Corporation, Owens Corning Fiberglas Corporation, Armstrong World Industries, W.R. Grace & Co., United States Gypsum, Federal-Mogul Corporation, and GAF Corporation, all of which filed bankruptcy in a two year span from 2000 to 2001. Many of these companies manufactured

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<sup>30</sup> The Debtors were able to obtain dismissals of the vast majority of these "unimpaired" claims, and, when the Debtors did pay on a non-malignant claim, the settlement amounts were minimal. From the inception of the asbestos litigation to 2000, Aldrich and Murray were dismissed without payment or resolved over 100,000 non-malignant claims, with an average cost of less than \$400 per claim.

amphibole-containing products. Some had been part of a consortium known as the Center for Claims Resolution, which, together with other top tier defendants, had historically made most of the payments to mesothelioma plaintiffs.<sup>31</sup> These bankruptcies precipitated dozens of others. Almost all of the primary defendants that had been miners or manufacturers of asbestos-containing products eventually filed for bankruptcy protection.

The Bankruptcy Wave had a swift and significant impact on the Debtors' roles in the tort system, resulting in an immediate and permanent spike in the Debtors' defense and indemnity costs. Mesothelioma claims were by far the largest driver of these increased costs. In the absence of primary defendants in the tort system, there was a dramatic increase in both the number of mesothelioma claims asserted against the Debtors and the cost to resolve them. Between 2001 and 2002, mesothelioma claims against both Aldrich and Murray more than doubled such that, in 2002, approximately 2,000 mesothelioma claims were asserted against the Debtors. By the late 2000s, that number had jumped to over 2,500 mesothelioma claims annually. In 2019, Aldrich was pursued in roughly 80% and Murray was pursued in almost 60% of all mesothelioma claims estimated to have been made in the United States. Given the nature of the Debtors' products and the thousands of other asbestos-containing products that have been in the market, this extensive naming of the Debtors in mesothelioma claims is simply not defensible.

The increase in claim volume is only part of the story. With the primary defendants no longer in the tort system, the payments made by the Debtors were no longer minimal. As noted, in their entire history prior to 2000, the Debtors collectively paid less than \$4 million to resolve

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<sup>31</sup> See *In re Garlock*, 504 B.R. at 83-84 ("The combination of the bankruptcies of the remaining 'big dusties' and the dissolution of the Center for Claims Resolution removed from the system most of the funding for liability payments.").

mesothelioma claims. But, by 2004, Aldrich's and Murray's payments on account of mesothelioma claims were running approximately \$30 million and \$15 million per year, respectively. Over the last four years, Aldrich and Murray have been paying, on average, approximately \$40 million and \$20 million per year, respectively, to resolve the mesothelioma claims against them.<sup>32</sup> These *yearly* amounts are over 15 times what the Debtors paid *during the entire*, roughly 15 year period prior to the Bankruptcy Wave. And the cost to the Debtors shows no sign of abating.

Because none of the facts had changed during this period with respect to the Debtors' equipment or manufacturing history, the post-Bankruptcy Wave increase in claims against the Debtors had no rational relationship to their actual liability. Instead, the increase in the Debtors' costs was indisputably related to the absence in the tort system of alternative defendants more likely to have caused plaintiffs' diseases. And, as discussed next, plaintiffs' evolving litigation practices exacerbated the problem.

## **B. Evolving Plaintiff Litigation Practices**

Various evolving litigation practices have contributed significantly to the steep rise in the Debtors' costs to defend and resolve asbestos claims. Of particular note are practices related to the naming of the Debtors as defendants without a sufficient basis to do so, unwarranted settlement demands, unreliable (and potentially "coached") product identification, and the failure to divulge alternative exposure evidence.

### ***Over-naming***

The typical mesothelioma complaint names dozens of defendants, with no specific allegations of exposure to any defendant's products. As noted in a recent article, the

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<sup>32</sup> The Debtors pay more than 80% of all settlement dollars on account of mesothelioma claims.

"over-naming problem has become an epidemic, driving up costs for those entities that simply do not belong as defendants."<sup>33</sup> The Debtors have substantial experience with this practice, as both are named in over half (and Aldrich is named in the vast majority) of all mesothelioma claims filed every year, often alongside scores of other defendants and typically without any specific allegations concerning exposure to their products. While the Debtors have been able to obtain dismissals in approximately two-thirds of cases post-Bankruptcy Wave—due, largely, to plaintiff naming practices with no basis in reality—the aggregate cost of the process is substantial.

The true cost of over-naming is illustrated by the transaction costs imposed on the Debtors for claims of little or no value. There is no doubt that driving these costs is an integral part of the plaintiffs' litigation strategy. Knowing the Debtors face a caseload that is impossible to defend in full, plaintiffs often demand outrageous settlements, which forces the Debtors to commit resources and defense costs to a particular claim, regardless of its merit. In many courts in which the plaintiffs file complaints, any ruling on dispositive motions is delayed until immediately before trial. Under such circumstances, the Debtors are compelled to expend substantial defense costs to demonstrate the lack of merit of any claim relating to their products—effectively, to prove their innocence before the claimants have plead a valid claim against the Debtors. This typically results in a drastically reduced settlement, but at substantial cost.

As just a few of many examples from 2018 and 2019:

- Aldrich was recently faced with a case in Washington state where there was absolutely no proof of exposure to Aldrich's products. In response to Aldrich's request for dismissal from counsel for the plaintiff, Aldrich received a \$700,000

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<sup>33</sup> James Lowery, *The Scourge Of Over-Naming In Asbestos Litigation: The Costs to Litigants and the Impact on Justice*, Mealey's (Jan. 18, 2018). The article discusses a case where the complaint listed 118 separate defendants. After being deposed for the better part of a day, the plaintiff could identify only five premises where he may have encountered some asbestos-containing materials and just three manufacturers that he believed incorporated any asbestos into their products that he worked with or around during his career.

settlement demand. With a trial date set and approaching, and with no reasonable opportunity to settle the case, Aldrich had no choice but to prepare the case for dispositive motions and trial. On the eve of the hearing for dispositive motions, Aldrich settled the case for \$10,000, but only after expending over \$300,000 in defense costs.

- In Illinois, Murray received a \$1,000,000 settlement demand in a case with trivial allegations of exposure to asbestos-containing components contained in Murray equipment. After claimant's counsel rebuffed numerous requests to resolve the case for a reasonable value, Murray had little choice but to engage experts and otherwise prepare the case for a defense. Only after spending over \$115,000 in defense costs was Murray able to settle the case for \$50,000.
- In Ohio, Murray was faced with a \$700,000 settlement demand from a plaintiff alleging exposure to asbestos-containing components contained in HVAC equipment located at an Air Force base. The identified HVAC equipment, however, was not the type to contain asbestos-containing components, and Murray was just one of several HVAC manufacturers identified by the plaintiffs. After repeated continuances of Murray's motion for summary judgment and after incurring over \$90,000 in defense costs, Murray settled the case for \$15,000.

To date, there has been no global solution to eradicate over-naming practices,<sup>34</sup> and the Debtors have every reason to believe that they will continue to drive the Debtors' costs in the future.

### ***Selective and Incomplete Product Identification***

The Debtors further believe that they have been subject to some of the selective and incomplete product identification practices that were described in the *Garlock* case. 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. The *Garlock* court noted that "[o]ne of the leading plaintiffs law firms with a national practice published a 23-page set of directions for

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<sup>34</sup> A 2019 survey of over 175 recent asbestos personal injury tort cases in New York that proceeded to trial revealed that, on average, about 50 defendants were named in each complaint, and in some instances plaintiffs named as many as 122 defendants. However, only 1 defendant remained at the time of the verdict. Margaret Mary Gay & Sarah Beth Jones, *A Matter of Trust? How Access to Asbestos Trust Claims Information Affects Cases in New York Courts*, New York Civil Justice Institute, 9 (2019) ("Our review indicates that plaintiffs are exposed to more culpable defendants who are now bankrupt, and the tendency of plaintiffs to overname viable [non-bankrupt] defendants in their complaints is a grasping of straws to have a viable defendant...").

instructing their clients on how to testify in discovery."<sup>35</sup> The memo gave plaintiffs a script for depositions, including ten pages of detailed product descriptions for plaintiffs to memorize. It explained to clients that "[h]ow well you know the name of each product and how you were exposed to it will determine whether that defendant will want to offer you a settlement."<sup>36</sup> Because the Debtors' equipment was sold through distributors, the Debtors often do not have records indicating the locations where their equipment was installed decades before. Without this information, it has often been impossible for the Debtors to properly evaluate or present evidence refuting faulty identification of their products at a particular location.

Plaintiffs' capacity for providing detailed recollections of alleged asbestos exposures attributable to the Debtors and other tort-system defendants often stands in stark contrast to a professed inability to recall specifics about exposures to products manufactured, sold, or distributed by bankrupt entities no longer in the tort system.<sup>37</sup> Take, for example, a case filed against Aldrich in California in January 2004. The plaintiff's primary allegations related to his 29 years working as a shipfitter, chipper/caulker, and pneumatic tool operator on Navy and commercial vessels in California shipyards, where he claimed exposure to asbestos-containing components (*e.g.*, gaskets and packing) within boilers, turbines, and pumps and thermal insulation used on and around that equipment.<sup>38</sup> While the plaintiff could identify 14 specific

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<sup>35</sup> *In re Garlock*, 504 B.R. at 84.

<sup>36</sup> Copy of Baron & Budd Memo, attached to Judiciary Committee Report on the Fairness In Asbestos Injury Resolution Act of 2003, Senate Rpt. 108-118, at 109 ("Baron & Budd Memo"). Reportedly, members of the firm separately encouraged clients to avoid identifying the products of bankrupt defendants. Christine Biederman, *et al.*, *Toxic Justice*, Dallas Observer (Aug. 13, 1998) (former Baron & Budd paralegal describing discouragement of identification of Johns-Manville exposure).

<sup>37</sup> Defendants typically have the burden of establishing that other potentially responsible parties not named in the lawsuit were the legal cause of the plaintiff's injuries and the percentage of fault to be allocated to those entities. Defendants must by necessity rely in large part on evidence from the plaintiff to establish alternative shares of liability. But to minimize the extent to which damages can be apportioned to absent entities—and maximize potential recoveries against the named defendants—plaintiffs are incentivized to avoid identifying the names and products manufactured by non-defendants.

<sup>38</sup> He also alleged exposure to joint compounds from doing "intermittent" drywall work on his home and from unnamed "reusable asbestos boards" while working as a die finisher. Source material for the language

manufacturers of equipment, his stated recollection of the manufacturers, suppliers, or brand names of the insulation was limited to three solvent companies named in his suit (Thorpe Insulation, JT Thorpe & Sons, and Quigley)—none of which were the predominant manufacturers of insulation products commonly used in shipyards of that era. And when asked to identify all entities whose asbestos-containing products he had been exposed to but which were not named in the lawsuit, plaintiff identified only Babcock and Wilcox. Based on this evidentiary record, Aldrich settled the case for several hundred thousand dollars.

The plaintiff's recollection of specific insulation brands improved considerably after the conclusion of this tort suit. From the information gathered in the *Garlock* bankruptcy, we now know that the plaintiff would—in the weeks and months after the conclusion of this tort suit—file some 20 bankruptcy trust claims that referenced asbestos exposure related to his 29 years working in California shipyards, 17 of which were filed in the bankruptcy cases of companies who were not sued or otherwise disclosed in the tort suit. This includes several submissions to insulation manufacturers and suppliers, some of which the plaintiff *expressly denied* any recollection during his tort suit.

This example, of what could be many, illustrates a recurring contraction experienced by the Debtors in the tort system: the plaintiff's inability (or unwillingness) to recall or detail asbestos-related exposures to products associated with bankrupt entities, while at the same time having the capacity to recall alleged exposures to the Debtors' products in detail.

### ***Absence of Alternative Exposure Evidence***

Likewise, the Debtors believe that they, like Garlock, have been subject in the tort system to the recognized practice of claimants simply withholding evidence of alternative asbestos

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quoted in this Section IV.B for which no citation is provided can be made available to appropriate interested parties subject to suitable confidentiality undertakings.

exposures. This includes, in particular, exposures to products manufactured by companies that filed bankruptcy. Many plaintiffs fail to disclose (and sometimes affirmatively deny) their exposures to bankrupt entities' products during their tort suits against the Debtors. These same plaintiffs later—after resolution of their tort suits—submit claims to the section 524(g) trusts established by those bankrupt entities, expressly claiming exposure to those bankrupt entities' products. Ultimately, the *Garlock* court found that, "often the evidence of exposure to . . . insulation companies' products also 'disappeared'" after the Bankruptcy Wave.<sup>39</sup> The court noted that the disappearing evidence "was a result of the effort by some plaintiffs and their lawyers to withhold evidence of exposure to other asbestos products and to delay filing claims against bankrupt defendants' asbestos trusts until after obtaining recoveries from Garlock (and other viable defendants)."<sup>40</sup>

The *Garlock* court found such misrepresentations by plaintiffs and their lawyers to be "sufficiently widespread to have a significant impact on Garlock's settlement practices and results."<sup>41</sup> The court's finding was based on evidence involving hundreds of cases resulting in high-value settlements where the plaintiff's discovery responses conflicted with trust claims or bankruptcy ballots; 15 cases where the court granted full discovery of the case records and found "demonstrable misrepresentation"; and even testimony of plaintiff lawyers who attested to practices of delaying trust claims to deprive tort-system defendants of relevant evidence.<sup>42</sup> Given the significant overlap in claims asserted against the Debtors and Garlock and the fact that the majority of asbestos claims against the Debtors concern products (*i.e.*, gaskets) similar to

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<sup>39</sup> *In re Garlock*, [504 B.R. at 84-85](#).

<sup>40</sup> *Id.*

<sup>41</sup> *Id.*, at 85.

<sup>42</sup> *Id.*, at 85-86.



those at issue in *Garlock*—indeed, *Garlock* was a substantial supplier of gaskets to the Debtors—the Debtors have undoubtedly been affected by the same litigation practices.

In fact, speculation is unnecessary. The Debtors again have identified examples of the foregoing behavior in the prepetition information available from the *Garlock* record as compared to the Debtors' litigation history. One such case involves a complaint filed against Aldrich in June of 2009, where the plaintiff alleged exposure to asbestos during his time as a laborer and pipefitter at the Philadelphia Naval Yard. The plaintiff's interrogatory responses swore that he "presently ha[d] no personal knowledge" of exposure to asbestos from any product made, sold, distributed, or installed by any entity that had not been named in the lawsuit. But unbeknownst to Aldrich at the time, a mere month *before* filing the lawsuit and 13 weeks *before* verifying his interrogatory responses, the plaintiff had submitted, under penalty of perjury, 14 affidavits and statements to bankruptcy trusts alleging asbestos exposure from products made, sold, distributed, or installed by various entities that were *not* named in his tort suit. In each submission, the plaintiff swore that he "frequently and regularly breathed asbestos dust emitted from" the bankrupt entities' products during his time at the Naval Yard.

Having failed to disclose his 14 submissions to the bankruptcy trusts in response to written discovery specifically directed to exposures to products of parties not sued, the plaintiff thereafter repeatedly disclaimed or minimized alternative sources of asbestos exposure during his deposition.<sup>43</sup> Despite the extensive network of insulated piping on seagoing vessels, plaintiff repeatedly disclaimed any suggestion that he had seen or been exposed to any insulation products, including those made by Johns-Manville, Owens-Corning, Pittsburgh Corning, and Fibreboard. On redirect examination at the end of his trial testimony, he testified:

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<sup>43</sup> While he recalled the initials "JM" or the name "Johns-Manville," he did not recall working with any specific Johns-Manville product.

Q: [Defense counsel] asked you about the pipe covering on the ships. Can you state on the video record now as you observed the pipe covering on piping throughout the many ships that you worked on the condition of the pipe covering?

A: The condition [] was wonderful. There was a cast and everything was painted.

Q: Okay. Did you ever observe these miles of pipe covering to be dusty or flaky?

A: No.

These denials are belied by the undisclosed affidavits and statements the plaintiff had submitted just weeks before his testimony. For example, in one of those statements, he swore:

During the course and scope of my employment, I frequently and regularly worked in close proximity with workers who installed, repaired and removed Pabco asbestos-containing pipecovering manufactured by Fibreboard [and] I frequently, regularly [] breathed asbestos dust emitted from Fibreboard's Pabco asbestos-containing pipecovering.

Plaintiff made separate, similarly detailed statements attesting to his exposure to asbestos pipecovering products manufactured by Philip Carey, Owens Corning, Armstrong World Industries, and Johns-Manville.

Plaintiff's selective memory was not limited to insulation products. While he recalled working around boilers of Foster Wheeler, a named defendant in his tort suit, he denied working around any other boilers. Yet weeks earlier he had signed a statement swearing that he "regularly [] breathed asbestos dust emitted from ... Babcock & Wilcox boilers" during his time at the Philadelphia Naval Yard. And three days later he had executed an affidavit attesting that he had been exposed to asbestos dust from Combustion Engineering boilers.

The plaintiff eventually filed trust claims against 20 bankrupt entities, including seven entities he specifically denied knowing about in his deposition. He also filed ballots as a holder of an asbestos personal injury claim in six other asbestos bankruptcies, including Pittsburgh Corning.

With this incomplete and inaccurate information regarding the plaintiff's exposures to asbestos products, Aldrich resolved the case in May 2010 for a significant six-figure sum. The distortion of this particular plaintiff's full asbestos exposure to inflate the settlement value of his claim was neither a coincidence nor an aberration. In testimony provided in the *Garlock* case, the plaintiff's counsel acknowledged that it was his widespread practice to "file trust claims after the completion of the tort litigation" in order to "maximize [the clients'] recovery."<sup>44</sup>

Another example involves a case filed against Aldrich in April of 2008. The plaintiff's verified complaint alleged that he was exposed to asbestos "by coming into contact with his father and his father's work clothes." Plaintiff's sworn interrogatory responses were definitive in claiming exposure through his father's work, stating without qualification that he was "exposed to asbestos dust and fiber from 1956 to 1959 when he frequently and regularly came into contact with his father and his father's work clothes."

Plaintiff's responses also described his employment history and purported to respond to inquiries regarding his potential exposures to asbestos at various work sites. Beyond stating that he "may" have been exposed to asbestos insulation during his time at the Air Force from 1978 to 2003, the plaintiff disclaimed any known alternative exposures to asbestos. During his July 2, 2008, deposition and trial testimony, the plaintiff testified that he personally "never worked directly with [asbestos], as far as I know," and stated that the Air Force "was very proactive as far as asbestos abatement and things like that." He repeatedly denied any direct occupational exposure to asbestos, including any exposure to pipe-covering while at the Air Force.

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<sup>44</sup> See also *In re Garlock*, 504 B.R. at 84 ("It was a regular practice by many plaintiffs' firms to delay filing Trust claims for their clients so that remaining tort system defendants would not have that information. One plaintiff's lawyer stated his practice as seemingly some perverted ethical duty: 'My duty to these clients is to maximize their recovery, okay, and the best way for me to maximize their recovery is to proceed against solvent viable non-bankrupt defendants first, and then, if appropriate, to proceed against bankrupt companies.'").

On June 5, 2009, the plaintiff testified briefly again on videotape to update his health developments. There was no testimony in regard to asbestos exposure and the defendants did not cross examine on the medical issues. What Aldrich did not know at that time, however, was that the plaintiff had recently signed an affidavit for his submissions to both the Shook & Fletcher and Fibreboard trusts to support his recovery from those trusts that told a very different story concerning his exposure to asbestos from his time at the Air Force. In that affidavit, the plaintiff swore that "[he] was employed by the United States Air Force from 1978-2003 as a power engineer and was exposed to asbestos containing products." The affidavit further stated that he "worked with and in the vicinity [of (sic)] other tradesmen who used asbestos containing products during [his] job of maintaining and testing the backup power equipment," and that the use of those products "created dust which [he] inhaled." The affidavit identified three Air Force bases (Lackland AFB, Shepherd AFB, and Dover AFB) as to which the plaintiff had previously specifically denied exposure in his deposition.

In January 2010, with incomplete and inaccurate knowledge regarding the totality of plaintiff's exposure to asbestos products, Aldrich reached an agreement with plaintiff's counsel to resolve the claim for a significant six figure sum. By then, unknown to Aldrich—and undisclosed in the tort claim discovery—plaintiff had submitted votes as a "holder of a PI claim" on the bankruptcy plans in four bankruptcy cases of asbestos-producing companies and had filed claims in six asbestos trusts.

The Debtors were able to identify these examples solely from the evidentiary record established in *Garlock*. Given the significant overlap in plaintiffs' counsel and the type of asbestos-containing products at issue in that case and this one, the Debtors suspect that these examples reflect a widespread pattern across many cases settled for material sums. Discovery,

including into the claims that plaintiffs have submitted confidentially to bankruptcy trusts, would be necessary to determine the full extent to which the Debtors were subjected to these practices.<sup>45</sup>

### C. The Unrelenting Burden of Defending Asbestos Claims

Despite the sheer volume of cases that remaining asbestos defendants continue to face, they have no prospect of a holistic solution in the tort system. The United States Supreme Court has held that class actions are not an available means to resolve current and future asbestos claims. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 (1997); *Ortiz v. Fibreboard Corp.*, 527 U.S. 815 (1999). However, given the deluge of new claims asserted every year against the Debtors, litigating each of the asbestos claims individually is not feasible.

The Debtors are named in approximately 2,500 mesothelioma claims every year (on average, this equates to a new mesothelioma claim asserted against the Debtors more than every working hour of every weekday). This number essentially doubles to 5,000 claims per year when you include claims involving lung cancer and other diseases. Currently, the Debtors remain defendants in over 8,200 mesothelioma claims. That is in addition to approximately 90,000 non-mesothelioma claims pending on various dockets in courts around the country.<sup>46</sup>

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<sup>45</sup> The foregoing discussion does not mean that the Debtors did not take reasonable steps to protect against meritless claims. They did. One need look no further than the fact that the Debtors were able to obtain dismissal of approximately two-thirds of all claims filed against them without payment. Further, the Debtors routinely required that plaintiffs provide a medical diagnosis and some putative basis to support exposure to a Debtor product. Nonetheless, the Debtors' ability to ferret out claims where manipulation or mischaracterization of evidence had occurred was constrained by numerous factors, including the confidentiality of trust submissions; the difficulty of developing evidence to verify or challenge a plaintiff's product identification and causation theories, largely caused by the passage of time (typically decades) between alleged exposure and the onset of illness; the nature of the Debtors' products and the fact that they did not themselves manufacture the asbestos-containing components; and the substantial costs associated with investigating claims. The Debtors had to make calculated settlement decisions under the circumstances.

<sup>46</sup> There are approximately 39,000 claims that are either on formal inactive dockets created in some jurisdictions or have been designated as inactive by counsel. The vast majority of claims designated as inactive are on the NYCAL inactive docket and are either non-malignant claims or claims where the disease process is unknown.

To combat the onslaught of claims, the Debtors engage the services of over thirty outside defense firms who then employ, among other service providers, countless attorneys, legal assistants, support staff, testifying experts, consulting experts, investigators, court reporters, and document management firms.<sup>47</sup> In total, Aldrich and Murray have paid almost \$2 billion in asbestos-related indemnity and defense costs (over \$1.3 billion in indemnity and nearly \$600 million in defense costs) since the inception of the litigation against them.<sup>48</sup>

Given the high cost of litigating literally thousands of claims, the most cost-effective approach for the Debtors has been to settle, regardless of underlying merit, cases that cannot be quickly dismissed. Overall, plaintiff firms typically are willing to take settlement payments in the mid-five figures per mesothelioma claim and, in roughly 1% of mesothelioma cases where the Debtors have been named, have the Debtors paid more than \$250,000—further indication that the Debtors' products are not the likely cause of mesothelioma where liability can result in a multi-million dollar verdict. Contrasted with the potential \$1 million it may cost to defend a case through trial, these settlement payments represent the Debtors' best option in a tort system where the Debtors are named in the bulk of all cases filed.

Despite their best efforts—and regardless of their actual liability—given how many asbestos-related claims are asserted against the Debtors each year, the Debtors are still paying nearly \$100 million annually (roughly \$70 million in indemnity payments and \$25 million in defense costs) to defend and resolve asbestos claims—primarily mesothelioma claims. Even with a dismissal rate of around two-thirds, the Debtors are required to settle approximately

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<sup>47</sup> As one example of the collateral effect of the mass of claims asserted against them, in 2019, alone, over 4,000 depositions were noticed in asbestos cases involving the Debtors, equating to more than ten depositions noticed each day of the year.

<sup>48</sup> Some of these amounts are reimbursed to the Debtors under their various insurance arrangements. Recently, on average, only approximately half of the Debtors' indemnity and defense costs are reimbursed by insurance.

900 mesothelioma claims each year. The remaining indemnity payments are used to settle the mass of other claims against the Debtors of which there also are thousands, with the majority of these payments made to claimants alleging lung cancer.

And there is no end in sight. Even though substantially all asbestos products have been removed from the market for decades, the expected decline in new mesothelioma lawsuits has not occurred. As noted, mesothelioma incidence will continue to occur in this country every year going forward regardless of cause (or no cause). These diagnoses have now become a disease in search of an exposure, and the Debtors have every reason to believe that, as a result, mesothelioma lawsuits will continue to be filed long into the future. If so, based on past history of over-naming, the Debtors will almost certainly be named in many of those cases notwithstanding the nature of the encapsulated asbestos products incorporated into the Debtors' equipment decades ago and the fact that such products represented a tiny fraction of all historical asbestos-containing products. As has been true to date for any case not dismissed, it will continue to be more cost effective for the Debtors to pay modest settlements, regardless of their actual liability, than to spend much more money in defense of these costly cases—a "cost saving" process that still requires the Debtors to spend nearly \$100 million per year.

At this point, asbestos litigation has devolved into a "sue and settle" factory system. The merits of individual claims have little bearing on the outcome and the cases are too costly and too numerous to try. With new claims projected for years to come, absent change, the Debtors are likely to be stuck in this system into a seventh decade.

## **V. The Debtors' Objectives in these Chapter 11 Cases**

The Debtors commenced these chapter 11 cases to instead bring about a rational resolution to the asbestos litigation against them in a manner beneficial to both the Debtors and legitimate claimants. A vast majority of the money spent on asbestos litigation today does not

benefit claimants. In 2005, the RAND Institute for Civil Justice estimated that for every dollar spent on asbestos litigation, claimants received 42 cents, 31 cents went to defense costs, and 27 cents went to plaintiffs' attorney fees and costs.<sup>49</sup> Further, due to the volume of claims, the tort system is forced to prioritize claims in a way that can result in legitimate claimants suffering delay in the prosecution of their cases and, therefore, the receipt of any recovery. The Debtors' goal in these chapter 11 cases is to provide current and future claimants with a simpler, more streamlined process to get funds to legitimate claimants in a timely manner.

Section 524(g), which was modeled after the plan of reorganization ultimately approved in the *Johns-Manville* bankruptcy case, affords a better solution. It provides a debtor with the opportunity to fund a trust for the payment of current and future asbestos claims, in return for a permanent injunction that enjoins such claimants from filing or continuing to prosecute lawsuits against the debtor. Debtors are not the only ones benefited by establishing a section 524(g) trust. Asbestos claimants are able to resolve their claims through an administrative process that reduces transaction costs and spares claimants the delay, uncertainty, and stress of litigation.<sup>50</sup>

To facilitate their ability to respond to the asbestos claims against them, including through a potential section 524(g) resolution, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"), and Murray's predecessor, the former Trane U.S. Inc. ("Old Trane") underwent corporate restructurings on May 1, 2020 (together, the "2020 Corporate

<sup>49</sup> See Stephen J. Carroll, *et al.*, RAND Institute for Civil Justice, *Asbestos Litigation* (2005) at xxvi.

<sup>50</sup> See *In re Federal-Mogul Global, Inc.*, 684 F.3d 355, 362 (3d Cir. 2012) ("[T]he trusts appear to have fulfilled Congress's expectation that they would serve the interests of both current and future asbestos claimants and corporations saddled with asbestos liability. In particular, observers have noted the trusts' effectiveness in remedying some of the intractable pathologies of asbestos litigation, especially given the continued lack of a viable alternative providing a just and comprehensive resolution. Empirical research suggests the trusts considerably reduce transaction costs and attorneys' fees over comparable rates in the tort system.") (citing studies).



Restructuring"). As a result of the 2020 Corporate Restructuring, Old IRNJ and Old Trane ceased to exist and four new entities were formed:

(a) Aldrich, to which certain assets and liabilities of Old IRNJ, including insurance assets and asbestos liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws) were allocated;

(b) Trane Technologies Company LLC ("New Trane Technologies"), a Delaware limited liability company, to which the other assets and liabilities of Old IRNJ were allocated;

(c) Murray, to which certain assets and liabilities of Old Trane, including insurance assets and asbestos liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws) were allocated; and

(d) a new Delaware corporation, also named Trane U.S. Inc. ("New Trane"), to which the other assets and liabilities of Old Trane were allocated.

The 2020 Corporate Restructuring is described in greater detail in the *Declaration of Ray Pittard in Support of First Day Pleadings* filed contemporaneously herewith. As further described therein, (a) the combination of assets owned by Aldrich and Murray, including legacy insurance assets, and (b) certain funding agreements that are in place between (i) Aldrich and New Trane Technologies and (ii) Murray and New Trane ensure that each of the Debtors has the same ability to satisfy asbestos claims that Old IRNJ and Old Trane had prior to the restructurings. As a result, asbestos claimants' ability to recover on their claims has not been adversely affected by the 2020 Corporate Restructuring.

Old IRNJ and Old Trane implemented the 2020 Corporate Restructuring to provide additional flexibility to address asbestos-related claims, including through the commencement of a chapter 11 reorganization proceeding to globally resolve these claims without subjecting their

entire enterprises to chapter 11. After considering the circumstances, each of the Debtors, through its respective board, ultimately chose to seek such resolution by filing these cases. As the Court is likely aware, the validity of a very similar chapter 11 filing was recently affirmed by Judge Beyer in connection with a motion to dismiss the chapter 11 case of *Bestwall LLC* as a "bad faith filing."<sup>51</sup>

The Debtors intend to pursue the following steps to achieve their goal of establishing a section 524(g) trust.

#### **A. Preliminary Injunction**

The Debtors immediately will request the entry of an order preliminarily enjoining actions against the Debtors' non-debtor affiliates and certain other parties, including the Debtors' insurers, where such actions would seek recoveries against those third parties on account of asbestos claims against the Debtors. Courts consistently have granted such injunctions to ensure that the entirety of a debtor's asbestos liability is addressed in the chapter 11 case and the potential for a global resolution under section 524(g) of the Bankruptcy Code is preserved.<sup>52</sup>

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<sup>51</sup> See *In re Bestwall*, Case No. 17-31795 (LTB) (Bankr. W.D.N.C.), Memorandum Opinion and Order Denying The Official Committee of Asbestos Claimants' Motion for Dismissal, or Alternatively, Venue Transfer, [Dkt. 891](#). The Fourth Circuit denied the petition of the Official Committee of Asbestos Claimants in *Bestwall* for a direct review of the bankruptcy court's ruling denying the motion to dismiss. See *Official Committee of Asbestos Claimants of Bestwall, LLC vs. Bestwall LLC*, Case No. 19-408 (4th Cir. Nov. 14, 2019). The Bestwall Official Committee of Asbestos Claimants has sought leave to appeal the denial of the motion to dismiss with the district court, which motion is pending.

<sup>52</sup> See *In re Bestwall LLC*, Case No. 17-31795 (LTB), Adv. No. 17-03105 (Bankr. W.D.N.C. Dec. 7, 2017); *In re Kaiser Gypsum Co., Inc.*, Case No. 16-31602 (JCW), Adv. No. 16-03313 (Bankr. W.D.N.C. Oct. 7, 2016); *In re Garlock Sealing Techs. LLC*, Case No. 10-31607 (JCW), Adv. No. 10-3145 (Bankr. W.D.N.C. June 7, 2010); *In re Leslie Controls, Inc.*, Case No. 10-12199 (CSS), Adv. No. 10-51394 (Bankr. D. Del. July 14, 2010); *In re Specialty Prods. Holding Corp.*, Case No. 10-11780 (PJW), Adv. No. 10-51085 (Bankr. D. Del. June 4, 2010); *In re Quigley Co., Inc.*, Case No. 04-15739 (SMB), Adv. No. 04-04262 (Bankr. S.D.N.Y. Dec. 17, 2004); *In re Combustion Eng'g, Inc.*, Case No. 03-10495 (KG), Adv. No. 03-50839 (Bankr. D. Del. Mar. 7, 2003); *In re Harbison-Walker Refractories Co.*, Case No. 02-21627 (JFK), Adv. No. 02-02080 (Bankr. W.D. Pa. Feb. 14, 2002); *In re W.R. Grace & Co.*, Case No. 01-01139 (AMC), Adv. No. 01-00771 (Bankr. D. Del. May 3, 2001); *In re Pittsburgh Corning Corp.*, Case No. 00-22876 (TPA), Adv. No. 00-02161 (Bankr. W.D. Pa. Apr. 16, 2000 and Apr. 22, 2003).

**B. Asbestos Claimants' Committee, Future Claimants' Representative, and Claimant Representative Diligence**

One of the initial steps in this chapter 11 case is the appointment of an official asbestos claimants' committee (the "ACC"). The Debtors are prepared to quickly engage in discussions with the ACC regarding the selection of a future claimants' representative (the "FCR") to represent future asbestos claimants. Once the ACC and the FCR have been appointed and retained their respective professionals, the Debtors will work cooperatively with these representatives. Throughout this process, the Debtors are also committed to working cooperatively with their insurers toward the goal of a consensual plan.

Both the Debtors (for themselves and their insurers) and the claimants' representatives will need information to prepare for negotiations and move forward with the case. Therefore, the Debtors expect to engage in early discussions regarding information that the claimants' representatives will need. The Debtors will make every effort to expedite this information gathering process by, among other things, making appropriate information available to the ACC and the FCR without the need for formal discovery, but subject to an agreed-upon protective order.

**C. Liability Determination**

Consistent with their intent to move these chapter 11 cases forward from the start, the Debtors intend to promptly ask this Court to begin the process to help determine the aggregate amount of the Debtors' current and future asbestos liability for plan purposes. This process will involve discovery. As to some of the discovery the Debtors intend to seek from current claimants, while the Debtors usually have basic information regarding these claimants (such as the claimants' age and disease diagnosis), in most cases they lack information necessary to accurately assess the merit and value of these claims. This includes, for example, the claimants'

work histories, alleged exposures to the Debtors' and other companies' asbestos-containing products, and any claims filed against other sources of potential recovery.

The Debtors are committed to working with the other parties to manage the discovery process as efficiently as possible. In addition, at all appropriate times the Debtors will be willing to explore settlement opportunities with the ACC and the FCR.

#### **D. Plan of Reorganization**

Ultimately, the Debtors' objective is to negotiate and develop a confirmable plan of reorganization that resolves current and future asbestos claims by establishing a section 524(g) asbestos trust. Achieving a confirmed plan of reorganization in these chapter 11 cases would benefit all parties in interest. The Debtors would benefit by a full and final resolution of their current and future asbestos liabilities and the related savings in substantial defense costs. Legitimate claimants would likewise benefit because the cost, uncertainty, and delay of litigation would be eliminated. Instead, claimants would follow streamlined trust distribution procedures that enable fair compensation payments faster and more efficiently. The Debtors (with the anticipated support and cooperation of their insurers) will work with the ACC and the FCR to establish a process for negotiating a plan. The Debtors also are willing to consider mediation if the parties are otherwise unable to reach an agreement.

#### **E. Conclusion**

Chapter 11 provides the best mechanism for a debtor to permanently and efficiently address its asbestos liabilities in a manner that is fair and equitable. In marked contrast to how these claims are currently adjudicated (if at all) in the tort system, an ability to reach a resolution through section 524(g) of the Bankruptcy Code is beneficial to all interested parties, including asbestos claimants. With this Court's assistance, and through negotiations with the ACC and the FCR, the Debtors will attempt to achieve as soon as possible a resolution that finally, fairly, and

equitably resolves their current and future asbestos claims through a confirmed chapter 11 plan of reorganization.

*[Signature Page Follows]*

Dated: June 18, 2020  
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Case 3:22-mc-00166-RJC-DSC Document 11-1 Filed 08/22/22 Page 312 of 430



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1 the debtors' motion for an order authorizing them to issue  
2 subpoenas on the asbestos trusts and Paddock, and hear that,  
3 then take a break and then consider the consolidated case  
4 matters, right?

5 (No response)

6 THE COURT: Okay, very good. Well, I'm ready to go to  
7 that point if you are. Whenever --

8 MR. ERENS: We are, your Honor. If it's all right,  
9 I'd like to take the podium.

10 THE COURT: Please.

11 MR. ERENS: Thank you.

12 Again, Brad Erens on behalf of the debtors.

13 Your Honor, this is the debtors' motion for trust  
14 discovery. I'm not going to spend any time going through  
15 specifically what we're seeking in the motion because your  
16 Honor has seen the motion before and that's part of the point  
17 here --

18 THE COURT: Uh-huh (indicating an affirmative  
19 response).

20 MR. ERENS: -- your Honor. This is not the first time  
21 this motion has come before your Honor. It's not the first  
22 time this type of motion's come before this Court in this  
23 jurisdiction.

24 Your Honor, the order that the debtors are tendering  
25 to the Court and seeking approval on is essentially the same

1 order that your Honor entered in the DBMP case just three  
2 months ago in February. It's subject to the same  
3 anonymization, notice, confidentiality provisions. It's  
4 subject to the same access and use restrictions. It's  
5 essentially the identical order that your Honor has already  
6 entered. And again, it seeks no personally identifiable  
7 information from the producing parties, the trusts or Paddock.  
8 It does seek information from two additional sources -- and  
9 we'll get into that in a second -- Paddock and an additional  
10 trust facility, the Verus facility.

11 With respect to Paddock, last week Judge Beyer in the  
12 Bestwall case approved essentially, again, the exact same  
13 subpoena that the debtors are seeking approval for here with  
14 respect to the same type of information. Again, Paddock -- and  
15 I think you've heard this in this case before -- in the tort  
16 system acted very much like a trust. It was, it was rarely  
17 sued in the tort system. It acted much more like a trust.  
18 Judge Beyer did restrict the number of claimants that Bestwall  
19 can seek from Paddock. Originally, they asked for, I believe,  
20 somewhere between 20 and 30,000. Judge Beyer reduced that to  
21 approximately 8700. We did our math, your Honor, with respect  
22 to the number of claimants that we would be seeking from  
23 Paddock and we came up with approximately 8800.

24 Now the motion references 12,000 claimants, but  
25 Paddock, as you may recall, had an earlier cut-off date with

1 respect to exposure, 1958. So some of our claimants, we know,  
2 will not be relevant to Paddock. So we did the math and we  
3 came up with, roughly, 8800 claimants that we'd be seeking  
4 information from Paddock. Again, Judge Beyer approved 8700.

5 So somewhat by coincidence, but the point is that  
6 we're seeking, effectively, the same number as Bestwall is  
7 going to be seeking in the, in their case and was approved by  
8 Judge Beyer, again just last week.

9 The ACC indicates that the order we're, we're seeking  
10 is really not the same, but that's simply not the case, your  
11 Honor. In Footnote 5 of our reply we indicate the minor  
12 differences between the order that your Honor signed in  
13 February in DBMP and our order. Two minor differences, really  
14 procedural. We added a provision in Paragraph 9 that matching  
15 claimants would be given seven days' notice of the opportunity  
16 to seek to quash and we provided that, if they do seek to  
17 quash, they would do so in the same jurisdiction as the  
18 producing parties. No one has objected to those provisions.  
19 They're to organize the matter and provide some certainty with  
20 respect to timing.

21 So we don't view those as substantive, significant  
22 changes and again, no one's objected to those. That's it, your  
23 Honor. So this should not be controversial, in our view.  
24 Again, same order your Honor has already entered and again,  
25 consistent with precedent in this jurisdiction.

1           As a result of the fact that the substance of what the  
2 debtors are seeking is not different than what has been sought  
3 before, both the ACC and Paddock go to what effectively are  
4 procedural objections rather than, than what we would consider  
5 to be substantive objections. But, your Honor, again, the  
6 precedent in this jurisdiction has been to bring this type of  
7 motion to the bankruptcy court first. As we cite in Footnote 6  
8 in our reply, in each of the prior cases the order approving  
9 trust discovery was entered after the order approving  
10 estimation. That was true in the Garlock case. That was true  
11 in the Bestwall case. That was true in the DBMP case. As we  
12 indicated in Garlock, the motion itself wasn't even filed, the  
13 motion for trust discovery, until the estimation order was  
14 entered. That has been the precedent and we are following the  
15 precedent in this jurisdiction. My guess is if we hadn't  
16 followed the precedent, we would have been criticized for that.  
17 That's good case management. It provides your Honor a view as  
18 to what the debtors are doing in terms of third-party discovery  
19 before they go off and do it.

20           And, your Honor, we actually have an example which is  
21 relevant today of what happens if the debtor doesn't seek,  
22 initially, bankruptcy court review of third-party discovery.  
23 In the Bestwall case, Bestwall issued a subpoena to Paddock as  
24 well as DBMP as well as Aldrich and Murray and as to DBMP and  
25 Aldrich and Murray, you'll be hearing about that --

1 THE COURT: Uh-huh (indicating an affirmative  
2 response).

3 MR. ERENS: -- after this part of the hearing.

4 What happened? The ACC in Bestwall filed a motion to  
5 strike in front of Judge Beyer in the bankruptcy court, the ACC  
6 in DBMP filed a motion to quash in that case, and the ACC in  
7 our case filed a motion to quash in our case. So in a  
8 situation where the debtor did not go first to the bankruptcy  
9 court it wound, the, the litigation wound up in the bankruptcy  
10 court, anyway, not in one case, but in three cases.

11 So, your Honor, this just shows why it is good case  
12 practice as well as precedent to come to this Court first.

13 In our particular case, there are some differences in  
14 the motion that your Honor can review. As I indicated, there's  
15 two additional sources that we're seeking information from,  
16 Paddock itself -- and again, if we had sought the subpoena  
17 directly from Paddock without coming here first, we know what  
18 would have happened because it already happened in the Bestwall  
19 case. The ACC in that case sought to come back here, anyway --  
20 and then we're also seeking information from one additional  
21 trust facility, Verus, and giving the ACC an opportunity to  
22 argue before we go off and do that and give your Honor an  
23 ability to review our request for that because that, again, is  
24 somewhat different than what has happened in prior cases. The  
25 ACC describes that as a massive expansion of the discovery. We



1 dispute that and we'll get into that in a second.

2 So, your Honor, we think the ACC can hardly complain  
3 that we're coming here first, but they've done so, nonetheless.

4 But that's our main point, your Honor. Precedent and  
5 good practice means we should have this hearing first and then  
6 the debtors should go off and do what your Honor approves.

7 I do want to respond relatively quickly to the  
8 procedural points that the, both the ACC and the -- and --  
9 excuse me -- both ACC and Paddock raises in their objections.  
10 It's all in our papers, your Honor. I'm sure you've read our  
11 papers. I don't want to go into great depth. It's their  
12 arguments and I think, in general, we would reserve most of our  
13 time for rebuttal on this point, on these points, but I do just  
14 want to highlight our main positions on the various main  
15 objections that have been raised by the parties before we turn  
16 it over to the ACC and Paddock. But again, we, we intend to  
17 mostly reserve time for rebuttal on these points.

18 THE COURT: Uh-huh (indicating an affirmative  
19 response).

20 MR. ERENS: First of all, there's been an argument  
21 that the debtors have not specified the legal bases for the  
22 relief they're seeking. Your Honor, again, this is not the  
23 first time this type of motion's been in front of your Honor.  
24 There are several legal bases for your Honor to approve the  
25 motion.

1 First is Section 105 of the Bankruptcy Code. Your  
2 Honor has the ability to manage its own docket, to manage  
3 discovery and the like, and your Honor even made this point in  
4 connection with the PIQ in the DBMP hearing. We quoted this in  
5 the reply where there were various arguments being raised about  
6 2004 and Rule 26 and your Honor said:

7 "Well, those are all fine, but you know what? I don't  
8 think the issue is limited to that under Section 105  
9 and general authority to regulate my case. I have the  
10 ability to entertain" -- in that case it was the PIQ  
11 motion -- "and to approve the discovery."

12 THE COURT: Uh-huh (indicating an affirmative  
13 response).

14 MR. ERENS: So 105 is applicable.

15 Rule 2004 itself is also applicable. Again, in each  
16 of the cases, as I mentioned before, Garlock, Bestwall, and  
17 DBMP, the order approving this trust discovery was entered  
18 after the order for estimation. So there you had a 2004 issue,  
19 potentially. In, in Bestwall and DBMP, the trust discovery was  
20 explicitly approved under 2004. And the ACC has raised the  
21 pending proceeding rule. But again, as we've talked about, I  
22 think, in several hearings, both in this case and others, the  
23 pending proceeding rule is discretionary, especially in  
24 contested matters, as set forth in Rule 9014. We're not in an  
25 adversary here and it has been waived or not followed several

1 times in the course of these mass tort cases in this  
2 jurisdiction.

3 And finally, your Honor, there's Rule 26. For all the  
4 reasons set forth in the motion and the reply, the discovery  
5 that the debtors are seeking, there's good cause. It's  
6 proportional. The burden is, is, is, is relatively minimal, in  
7 our view, and we'll get into that in a second.

8 So the, the discovery can also be approved under Rule  
9 26 for the same reasons that it's been approved in the prior  
10 cases.

11 So those are the main points on the procedural issues.  
12 Again, in rebuttal, we'll get more into this, as necessary.  
13 And if it's all right with your Honor, since Mr. Hirst is  
14 really more versed in the ins and outs of the procedural rules  
15 under the Federal Rules and 2004, I would ask him to do the  
16 rebuttal for this particular point.

17 THE COURT: Any objection to spitting? Okay.

18 MS. RAMSEY: No objection, your Honor.

19 THE COURT: Okay. Go ahead.

20 MR. ERENS: Thank you.

21 The next main point that's been raised by the ACC is  
22 that the debtors need to provide not only evidence, but  
23 admissible evidence to obtain discovery here. Your Honor, in  
24 the reply we provide a variety of law that that's simply not  
25 the case. It's, it's not the case that you have to provide

1 admissible evidence just to get discovery in a, in a  
2 proceeding. And, your Honor, there's no mystery why we're  
3 seeking discovery here. We're seeking it for the same reasons  
4 that it was sought in Garlock, for the same reasons it was  
5 sought in Bestwall, and for the same reasons it was sought in  
6 DBMP, in connection with estimation as well as plan formulation  
7 and, and I'd say TDPs. In this case we're proposing CRPs, but  
8 the procedures that govern a trust.

9           So it's not like there's a mystery as to why we're  
10 seeking the information. We're seeking it for the same reasons  
11 sought in the prior cases and the same reasons it was approved  
12 in the prior cases.

13           The next main point that's been raised, mostly by  
14 Paddock, is burden. Paddock is arguing that the discovery  
15 we're seeking is highly burdensome. Well, a couple of things.  
16 As to Paddock itself, again Paddock is subject to a subpoena  
17 now that's been approved by Judge Beyer as is, or as Aldrich  
18 and Murray are. So it's the same subpoena was served on  
19 Paddock, was served on Aldrich and Murray.

20           So we had to, ourselves, review what we would need to  
21 do to prepare and produce the information that Bestwall is  
22 seeking from us, same information they're seeking from Paddock.  
23 We did our review. Our conclusion was the amount of time and  
24 the amount of costs is fairly minimal. Again, all of these  
25 entities, whether it's a debtor in the case of Paddock, or in

1 the case of DBMP or Aldrich and Murray or a trust, have all  
2 this information in electronic form which requires electronic  
3 searches. It can be done cheaply. It can be done with  
4 relatively low cost and again, under the proposed order. The  
5 debtors are willing to pay the, the reasonable costs of all  
6 that activity. In fact, in the case of Paddock we're willing  
7 to do the work ourselves. If they provide us the names that,  
8 that would need to be searched through, we can tell them which  
9 of those names we're looking for. We're willing to do the work  
10 ourselves. If they want to do it, that's fine, but we can take  
11 the laboring oar off them.

12 In the Garlock case, as we indicated, there is  
13 precedent. There was two productions by the trusts in both  
14 cases, one with respect to mesothelioma, one with respect to  
15 non-mesothelioma claims. In both cases, once the trust  
16 discovery was actually fully approved, the trusts were able to  
17 produce the information fairly easily through electronic  
18 searches of their database.

19 So, your Honor, burden is not an issue here. The  
20 costs are being paid. The information is readily available.  
21 And again, as you've seen in the motion, we're seeking limited  
22 information, non-personally identifiable information, and a few  
23 data fields with respect to the claimants.

24 Paddock has also raised an additional burden-type  
25 argument, that they're in the middle of confirmation and this

1 is a terrible time for them to be doing this. Well, couple of  
2 points, your Honor. First of all, Paddock's already had its  
3 confirmation hearing at the bankruptcy court. That occurred on  
4 May 16th. As we understand, it was a rough, it was a  
5 relatively uncontested three-hour hearing. It went smoothly.  
6 They have, you know, full votes in favor of their plan and the  
7 only thing they have left is to go to the district court to get  
8 affirmation. I mean, the confirmation order hasn't been  
9 entered, but the hearing is over. We haven't issued the  
10 subpoena yet, your Honor. It's not like we're asking for the  
11 information tomorrow. My guess is by the time we get through  
12 this they should be pretty much done with their case.

13 So it's not a, it's not a legitimate argument for  
14 Paddock to argue that they just can't deal with this right now  
15 because they're on the eve of confirmation.

16 The next main issue that's been raised in the papers  
17 is Verus. Now here's a substantive issue, your Honor. As I  
18 indicated before, most of the issues that are being raised are  
19 procedural, but this is substantive. And again, we don't  
20 understand why the ACC is arguing procedurally when we're  
21 giving them the opportunity to argue whether the debtors should  
22 be able to get information from the Verus facility.

23 So the Verus facility is an additional trust facility  
24 that operates and manages 20 trusts. We're not seeking all 20  
25 trusts. We're seeking, first of all, the Garlock trust.

1 That's the main, sort of initial reason to seek Verus. As your  
2 Honor has heard in this case, there's substantial overlap of  
3 issues claiming products and the like between this case and the  
4 Garlock case. These are both gasket cases.

5 So the Garlock trust itself, of course, is one of the  
6 most highly relevant trusts with respect to this case.

7 Once we're sort of into the Verus case, we looked at  
8 some other facilities -- or excuse me -- we looked at some  
9 other trusts within the Verus facility and we noticed 7 of the  
10 other 19 trusts have significant assets. The debtors had  
11 products in industrial settings and it's highly likely there's  
12 significant overlap in claiming, which would mean the claimants  
13 who claimed against Aldrich and Murray in the tort system and  
14 the claimants who may have claimed against those additional  
15 companies in the tort system.

16 So we didn't ask for all 20 trusts. We tailored it to  
17 the seven additional trusts, in addition to Garlock. So we're  
18 seeking eight additional trusts, again only one trust facility.  
19 There are numerous trust facilities throughout the United  
20 States. We're not seeking a massive expansion of, of trust  
21 discovery in this case. We're seeking one additional facility  
22 and less than half the trusts within that facility and we've  
23 tailored it for the reasons I just indicated because these are  
24 larger trusts where there's likely overlap.

25 With respect to sort of aggregate data, as I think we

1 indicated in our motion and maybe again in our reply, there are  
2 maybe 70 plus trusts out there right now with respect to former  
3 asbestos claims. We're seeking at this point 19 of those  
4 trusts. So we're still in the 20 percent. All of the trusts  
5 are relevant, your Honor. If there's overlap in claiming, all  
6 of the trusts are relevant. We're trying to come up with a,  
7 sort of a, a dividing point that makes some sense. We're  
8 seeking only the larger trusts where it's more likely that  
9 there's overlap and we're not seeking a hundred percent of the  
10 trusts. We're in the 20 percent range, so to speak. So we're  
11 still not seeking a lot of information that is relevant out  
12 there. We're trying to be proportionate.

13 So in our view, getting information from the Verus  
14 trusts is hardly a massive expansion of discovery. It's one  
15 additional facility and less than half of the trusts within  
16 that facility.

17 Next item that's been raised is confidentiality. Your  
18 Honor, I have to admit. I'm a little bit confused by this one.  
19 As I indicated, we're not seeking personally identifiable  
20 information. Same as in DBMP. Again, the order that we're  
21 tendering is subject to the same confidentiality restrictions  
22 as your Honor approved in DBMP. Issues have been raised about  
23 data hacking. There's a -- there's -- there's an argument  
24 made, "Well, if we have all this information together, then  
25 there's the risk that if there's a data hack it'll all get



1 out." Well, you know, the information is already collected in  
2 various places throughout the world. As an example, all of the  
3 trust claims for a particular claimant are sitting with the law  
4 firm for that claimant, not just the ones we're seeking, but  
5 all of them across any of the 70 trusts I just mentioned. So  
6 it's collected in one place. There's no reason to believe that  
7 the Bates White security procedures are worse than the law  
8 firms who are holding those claims.

9 So we think the data-hacking arguments are simply a  
10 red herring.

11 Also, Paddock has raised the issue that they have  
12 settlements. Well, your Honor, we cited case law in our reply.  
13 Settlements, settlement agreements themselves are not immune to  
14 discovery, but we're not seeking the settlement agreements,  
15 your Honor. We're just seeking the fact of settlement. We're  
16 not seeking the amount. We're not seeking the terms of the  
17 settlement. We're just seeking the fact.

18 So the issues raised by Paddock with respect to  
19 confidentiality, again, we think, are just not, just not  
20 viable.

21 Couple of other issues raised by Paddock and then I'll  
22 turn it over to the ACC. Paddock has raised because they're in  
23 bankruptcy the automatic stay prevents us from obtaining the  
24 discovery we seek. Again, your Honor, we cited numerous cases  
25 within our, in our reply that that's simply not the law.

1 Debtors in possession are not immune from third-party  
2 discovery. They're certainly immune from discovery with  
3 respect to someone trying to collect a claim against the  
4 debtor. That, that's the type of cases they cite, but this is  
5 not to collect a claim against Paddock. This is to get third-  
6 party discovery. As we cited in our case law, numerous courts  
7 have said that as long as the litigation is unrelated to trying  
8 to collect a claim against the debtor, the debtor is not immune  
9 to third-party discovery. Otherwise, no debtor could ever be  
10 subject to such discovery.

11 In a similar vein, Paddock has argued that the debtors  
12 cannot obtain the information under the so-called Barton  
13 doctrine. The Barton case is a case from 1881, I believe, that  
14 says, "Receivers cannot be sued for acts taken in their," "in  
15 their official capacity during a receivership." Well, that  
16 makes some sense, your Honor, but that's hardly what we're  
17 doing. We're not suing Paddock. We're not suing Paddock for  
18 actions they've taken during their bankruptcy. We're just  
19 seeking third-party discovery. And I don't think Paddock is  
20 seriously pushing this argument, your Honor, they stuck in a  
21 footnote

22 But if, if the Barton doctrine really applied, the  
23 automatic stay might as well apply. I mean, there's no reason  
24 to apply the Barton doctrine because the logic of the position  
25 is you have to go back to the bankruptcy court anytime you

1 wanted third-party discovery. Well, you might as well, then,  
2 take the position the automatic stay applies 'cause you're  
3 going to have to be back in the bankruptcy court, anyway.

4 So the Barton doctrine, your Honor, also does not  
5 apply.

6 So unfortunately, your Honor, I'll leave it at that  
7 for now. We're relitigating, in our view, something your Honor  
8 has already decided, for the most part, in the DBMP proceeding.  
9 The order, again, is essentially identical. We're just seeking  
10 Paddock as an addition, again a subpoena that Judge Beyer just  
11 approved last week in the Bestwall case, and we're seeking  
12 Verus for the reasons I mentioned prior and is in our motion  
13 and reply. And again, the number of claimants we're seeking  
14 from Paddock is effectively the same as the number of claimants  
15 that Judge Beyer just approved in Bestwall.

16 So I've gone through the points quickly. Again,  
17 we'll, we'll reserve the rest of our time for rebuttal. Unless  
18 your Honor has any questions, I will sit down and turn it over  
19 to the ACC and Paddock.

20 THE COURT: Not at the moment. Thank you.

21 MR. ERENS: All right. Thank you very much.

22 THE COURT: All right.

23 Ms. Ramsey.

24 MS. RAMSEY: Good morning, your Honor.

25 May I also --

1 THE COURT: Certainly.

2 MR. WRIGHT: May I approach?

3 THE COURT: You may.

4 MS. RAMSEY: Your Honor, we do have slides, if --

5 THE COURT: Okay.

6 MS. RAMSEY: -- my colleague may approach.

7 Thank you.

8 (Slide presentation handed to the Court)

9 THE COURT: Well, as a native North Carolinian I'm all  
10 for the North Carolina practice. As I get older, I see the  
11 merit of speaking from a lectern. You can actually read the  
12 materials.

13 MS. RAMSEY: Exactly, your Honor.

14 THE COURT: All right. Whenever you're ready.

15 MS. RAMSEY: Thank you. Appreciate it.

16 Your Honor, Natalie Ramsey for the record, Robinson &  
17 Cole.

18 With respect to an overview, your Honor, the debtors'  
19 argument breaks down, largely, into, "Why are we even here.  
20 The Court's heard this before. We should just do what has been  
21 done in the other cases," and we certainly understand that the  
22 Court has heard this argument before, fairly recently even, in  
23 the DBMP case, and that Judge Beyer has obviously authorized  
24 trust discovery in Bestwall and it was authorized in the  
25 Garlock case, but this case is quite different.

1           So I, I just wanted to hit a few of the overarching  
2 themes quickly.

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

5           MS. RAMSEY: The first is our objection's not purely  
6 procedural. We object to trust discovery in this case under  
7 the unique facts of this case. This case is very different in  
8 its posture. The Court had entered an estimation order before  
9 the trust discovery motion was sought and that just is, is an  
10 important distinction from what happened in the Bestwall and  
11 DBMP cases where the discovery was sought and then an  
12 estimation order was entered.

13           The second really key difference of this case is that,  
14 here, we have the debtor and the FCR having reached a  
15 settlement which values the future claims liability and that  
16 settlement is embodied in a plan that has been filed in this  
17 case. And so to some extent this is very different than the  
18 circumstance that you have in the DBMP or Bestwall cases where  
19 those debtors are saying, "We're, we're uncertain of this  
20 liability and we, the debtor, and the other parties need to  
21 project that." Here, the debtor has valued that liability.

22           There's also, I think, a couple of points I just  
23 wanted to respond to at the beginning and then I'll take some  
24 of the arguments in sequence. The first is this issue of we  
25 really need to come here first. We, we couldn't just serve the

1 discovery under Rule 26 because if we had done that, goodness  
2 knows, everybody would have come in to this case and raised an  
3 argument that we should have approached the Court first.

4 In the Bestwall case there was no argument in  
5 connection with the motion to strike, that the debtor had  
6 proceeded improperly from a procedural perspective. There was  
7 -- the -- the arguments were different than that. They, they  
8 went to the underlying merits of whether those subpoenas should  
9 be, should be stricken, but there was no suggestion at all that  
10 the debtor couldn't do that. And frankly, who knows whether  
11 had the debtor proceeded that way here we would be in front of  
12 this Court at all.

13 The second thing that I wanted to correct sort of was  
14 with respect to what just happened with regard to the ruling  
15 that Judge Beyer issued on the motion to strike. What Judge  
16 Beyer did in terms of narrowing was she narrowed the field of  
17 settled claims to 2700 and then there was an additional 6,000  
18 pending claims that were authorized and that got you to the  
19 8700. But when we're comparing respective volume of claims as  
20 to which discovery is sought, it's the 2700 figure that  
21 compares to what the debtor is seeking here.

22 And with those, with those sort of overarching  
23 comments, your Honor, I think I'd like to start by just  
24 hitting, really, three points. And I am going to try to rely  
25 principally on our objections to the extent of arguments that

1 the Court has heard before that are, are the same arguments  
2 that we've raised in other cases.

3 The first argument is that the trust discovery motion  
4 is procedurally deficient and that will, gets us into the Rule  
5 26 versus 2004 issue; the second is whatever the standard is,  
6 the debtors have failed to satisfy the standard; and the third  
7 is that the requested relief is overbroad.

8 With respect to the first argument that the trust  
9 discovery motion is procedurally deficient --

10 THE COURT: Uh-huh (indicating an affirmative  
11 response).

12 MS. RAMSEY: -- the Federal Bankruptcy Rule 9013  
13 requires that a motion state with particularity the grounds for  
14 relief. Here, we have absolutely no support in the record for  
15 what the debtor is seeking unlike what you had in DBMP,  
16 Bestwall, and Garlock. In each of those cases the expert for  
17 the debtors put in a declaration explaining, or at least  
18 arguing that, that the expert needed the information in order  
19 to conduct the type of estimation that the expert had been  
20 asked to provide. Here, there is no declaration and the debtor  
21 says in its reply, "Well," you know, "we don't need, really, to  
22 have evidence of why we need this discovery. The Court should  
23 just sort of by implication rely on the fact that in the other  
24 cases it's been approved and we're advocating the same sort of  
25 theory." But with respect to the cases that the debtor has

1 cited in its reply, they're inapposite and clearly  
2 distinguishable.

3 First of all, in the Metiom case the court held that,  
4 that declarations were not necessary there because the party  
5 had included underlying e-mails that were evidence of why it  
6 allegedly needed that discovery and that there were  
7 representations regarding witness statements. The combination  
8 of those two things the court found to be sufficient.

9 In the Hammond case, there, the district court  
10 overturned the bankruptcy's imposition of a, what it called a  
11 novel extraordinary circumstances standard for examination of  
12 the debtor. That is not our argument at all. We're not  
13 arguing for a higher standard. What we're arguing is that  
14 there has to be some evidentiary basis for why discovery should  
15 proceed. And in that case, also, they noted that the party  
16 could establish cause based on information that was readily  
17 available from other sources. But here, our contention is  
18 those sources can't be evidence that was unique to other  
19 pending cases. It's just, proves too much.

20 The other cases cited similarly are distinguishable.  
21 In UN4 Productions there was a motion to quash that alleged  
22 that the subpoena failed to establish the underlying merits.  
23 Again, what we're arguing here is that the burden of proof is  
24 to present some good cause or, or, or relevance of the  
25 discovery and, and we are not looking at this point to get to



1 the underlying merits of that discovery.

2 And in Federal Election Commission v. Christian  
3 Coalition the court's ruling was that disputes arising from a  
4 motion to compel were based on privileges, not on a lack of, of  
5 evidentiary support as we have here.

6 With respect to the standards, our contention is,  
7 again, that the support that the debtor relies on here is (a)  
8 evidence from other cases which we, we say does not support it,  
9 its informational brief, which is really an advocacy piece and  
10 not evidence, and two declarations that the debtor cites to,  
11 the declaration -- and I always mispronounce Mr. Pittard,  
12 Pittard --

13 THE COURT: Pittard.

14 MR. ERENS: Pittard.

15 THE COURT: Pittard.

16 MS. RAMSEY: Okay. I'm sorry. One --

17 THE COURT: Pittard.

18 MS. RAMSEY: Pittard -- Mr. Pittard's name, your Honor  
19 -- but his first day declaration and the declaration of  
20 Mr. Tananbaum in connection with support for the debtors'  
21 preliminary injunction. And if you review those two  
22 declarations, there are no references, zero, to estimation, to  
23 trust discovery, to the Garlock decision, rather surprisingly,  
24 or to any instance of alleged evidence suppression.

25 So those declarations don't do anything in terms of

1 the present motion.

2           When we also look about, to the, the debtors' support  
3 the debtors admit that their predecessors routinely settled  
4 cases "regardless of underlying merit." In the face of that  
5 admission seeking now to go back and try to relitigate, which  
6 is what the debtors are really suggesting that they should be  
7 able to do, their entire history in the face of an admission  
8 that that was not something that was considered in the tort  
9 system simply is distinguishable, again. Because what you've  
10 heard in the other cases, or in DBMP what you've heard is,  
11 well, it was a combination of cost and, and evidence  
12 suppression. Here, what you have is an admission that, that  
13 they really were not looking at merit.

14           So this idea that we should be able to go back, the  
15 debtors should be able to go back and conduct discovery on  
16 12,000 settled claims is just inconsistent with the theories of  
17 this case.

18           So moving to the second argument, the debtors failed  
19 to meet the standards of both 2004 and Rule 26, whichever of  
20 those procedural rules it is seeking this discovery under.  
21 With respect to the other cases -- and I mention this first,  
22 your Honor -- the timeline was that in each of those cases  
23 there was a Rule 2000 [sic] trust discovery motion filed before  
24 the estimation order was entered. In this case, the estimation  
25 motion was filed, the estimation was entered, and then several

1 months later the debtors sought trust discovery.

2           Moving then to the Federal Rules, the Federal Rules  
3 are the default in the case of a pending contested matter and  
4 our contention is, as the debtor said, that the debtors should  
5 just serve these subpoenas. And why do we say that? Why do we  
6 care whether they do it under Rule 2004 or under Rule 26 given  
7 that in either instance the debtor has admitted or suggested  
8 that its intention is to, is to serve subpoenas? We care  
9 because we believe that the debtor has come to this Court with  
10 this motion to get a leg up when and if there is an effort to  
11 quash the subpoenas so that they have this Court's order to  
12 point to to say, "See, our Court has found that this is  
13 relevant and, therefore, in, in connection with the motions to  
14 quash we should have this discovery." We contend that they can  
15 point to the estimation order, which the Court has entered,  
16 without the Court further blessing this particular discovery.

17           With respect to the -- again, the differences here, we  
18 think, are very significant with respect to both the filing of  
19 a plan in this case that has an embodied agreement with one of  
20 the parties in the case and also with respect to the fact that  
21 we have a pending estimation order and that, therefore, just as  
22 Judge Beyer decided with respect to a recent decision in  
23 Bestwall where the debtor came back to her in that case and  
24 said that it was asking for permission to file a new subpoena  
25 on the trusts, which the debtor alleged there complied with the

1 district court in Delaware's order for sampling and  
2 anonymization, and in that instance Judge Beyer ruled that she  
3 was not prepared to bless that subpoena, that, in fact, they  
4 should just go and serve it on the Delaware courts. We contend  
5 that that is what this Court ought to do in this circumstance.

6           Moving then to Point 3, the requested relief is  
7 overbroad. Under Rule 2004, a movant is required to  
8 demonstrate good cause and that requires a reasonable basis to  
9 examine the materials sought to discover. I want to reiterate  
10 again the complete lack of evidence here. And then if good  
11 cause is shown, then the Court has to balance the competing  
12 interests of the parties weighing the relevance and necessity  
13 of the information with the burden. Here, the only party that  
14 has, has appeared before this Court in response who is a  
15 recipient, the Paddock debtor, has argued burden. The Court  
16 has heard the burden arguments before, but these arguments are  
17 not insignificant. And with respect to burden, to move it to  
18 the Committee's interests, part of what the Committee will need  
19 to do as well as the FCR, if this discovery takes place, is  
20 also to spend the time to go through each of those files to  
21 pull the information to be in a position to respond to or  
22 address any allegations that the debtor is going to make based  
23 on that information.

24           With respect to Rule 2004 examinations, they're also  
25 supposed to not be used to annoy, embarrass, or oppress the

1 party being examined. Here, our contention is that the  
2 examination is being conducted to embarrass and oppress the  
3 Claimant Representatives and the attorneys for those Claimant  
4 Representatives and that that's an improper purpose for this  
5 discovery.

6 Moving then to Rule 26. Your Honor, again, the  
7 debtors do not need this Court's authority. As I mentioned in  
8 response to a similar motion before Judge Beyer, the court said  
9 that it was not prepared to enter a order under 2004, but that  
10 the party should, the debtor should exercise its discovery  
11 rights under Rule 26.

12 And then with respect to the unduly burdensome nature,  
13 again what we have here is a settlement. And so the question  
14 is what possible justification can the debtor, who has agreed  
15 to this settlement, have in attempting to obtain this  
16 information? And what I heard a little bit was -- and, and saw  
17 this in the response -- is that the debtor has to be in a  
18 position to respond to potential theories that the Committee  
19 may argue here, but the Committee hasn't argued anything yet  
20 here unlike in the Bestwall case, for example, where the  
21 Committee had filed a motion seeking a determination that the  
22 court ought to make a decision about the methodology that would  
23 be used in estimation at the early stages. There, the court  
24 denied that motion without prejudice.

25 With respect to the DBMP case, the Court will recall

1 that there was a motion by the Committee to take the estimation  
2 in sequence and to conduct a settlement methodology estimation  
3 first and then if that did not result in assisting the parties,  
4 to then open up estimation to other theories that the debtor  
5 might want to proceed with. There is no record of any of that  
6 in this case.

7           So there is no basis for the debtor to obtain the  
8 discovery based on the assumption of the theory that the  
9 Committee might use in estimating claims.

10           With respect to the disproportionate nature of the  
11 discovery in this case, the debtor has said, "Well, it's only  
12 20 percent. It's 19 trusts, plus it's Paddock." The Court's  
13 going to hear the motion to quash later this afternoon, but if  
14 that discovery is allowed it will also then include Bestwall.  
15 It will include DBMP, at a minimum.

16           So when you look at the volume of information where,  
17 again what this is moving closer to is an absolute relitigation  
18 of every single case that the debtor has ever settled in its  
19 entire history and that point is also important. The debtor  
20 has made no proposal of sampling, none at all. The debtor has  
21 made the same proposal with respect to anonymization that was  
22 made in DBMP. We, as the Court may guess, like the Committee  
23 in DBMP, contest that the debtors' anonymization protocol  
24 satisfies what the district court in Delaware had ordered, but  
25 the debtor has proposed some anonymization, but absolutely no

1 sampling.

2 And with respect to the justification that's now been  
3 made with respect to, "Well, the Verus trusts are," you know,  
4 "have some very large trusts and, therefore, there may be  
5 overlap," that argument, then, would suggest maybe that the  
6 Delaware Claims Facility trusts shouldn't be part of this or  
7 there should be some control over the volume of the discovery  
8 over the breadth of what we are talking about and we are going  
9 to be presenting to the Court in connection with estimation.

10 The debtor is looking to compile personal and private  
11 information for 12,000 people from 20 different sources into  
12 one single location and that is the concern with  
13 confidentiality. It's aggregation of the data and you heard  
14 the debtor argue, "Well, data breaches, the, the information's  
15 already there. It's already subject. There's no reason to  
16 believe that, that, that Bates White is any more subject to a  
17 data breach than Verus." But what, what the debtor is now  
18 doing is compiling all of that information, if their motion is  
19 permitted, into one place.

20 And we know that data breaches happen. We know cyber  
21 attacks happen. It's in the news all the time and it's  
22 happened to major entities. It's happened to the Federal  
23 Government. It's happened to Equifax. It happened to eBay,  
24 Capital One, Dropbox, Facebook. Those data breaches are  
25 significant and the Court will recall it was a major concern of

1 the Committee early in the case in connection with the approval  
2 of Bates White when Bates White sought to cap its potential  
3 liability in that circumstance.

4 We are very concerned about the aggregation, No. 1,  
5 because of data breach and, No. 2, because, as the Court knows  
6 and has heard this theme many times, there is a concern about  
7 the potential that the information could be subject to a motion  
8 seeking to disclose it, similar to the motion that was filed by  
9 Legal Newslane in the Garlock case and that aggregated  
10 information increases the risk to a vulnerable population with  
11 every single additional piece of information that is compiled  
12 and consolidated.

13 So with respect to our arguments, to summarize, your  
14 Honor, the motion does not state grounds for the requested  
15 relief. The motion does not provide evidence in support of its  
16 motion. It does not argue that the Court's approval is  
17 necessary to issue a subpoena. In fact, the subpoenas ought to  
18 be just served by the debtor.

19 With respect to good cause, there is none because,  
20 again, there is a lack of evidence and relying on what has  
21 happened in other cases for an evidentiary basis in this case,  
22 we contend, is improper.

23 And with respect to limiting the scope of and  
24 proportionality that the, the debtor has not proved either  
25 proportionality or that the discovery is not unduly burdensome.



1 Thank you, your Honor.

2 THE COURT: Thank you.

3 All right. Ready to hear from Paddock. Whenever  
4 you're ready.

5 MS. QUARTAROLO: Good morning, your Honor. Amy  
6 Quartarolo of Latham & Watkins on behalf of Paddock  
7 Enterprises, debtor in separate proceeding pending in Delaware.  
8 I will endeavor not to reiterate or go over ground that  
9 Ms. Ramsey's already tread, but I would like to briefly address  
10 a few points that relate to Paddock more specifically.

11 First, I think it bears reiterating Paddock is  
12 differently situated. Paddock is not a trust.

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

15 MS. QUARTAROLO: Paddock is an Ohio-based entity and  
16 it is a debtor, again in its own pending chapter 11 case in  
17 Delaware. The Aldrich debtors' representation in their reply,  
18 which they had supplemented this morning, regarding the state  
19 of Paddock's case was not correct in the reply. Paddock does  
20 not have a confirmed plan at this time. Yes, we had our  
21 confirmation hearing last week. It was for that reason that we  
22 originally reached out upon the filing of the motion and asked  
23 the Aldrich debtors to please defer the hearing as to Paddock  
24 so that we could focus on our confirmation proceedings. They  
25 declined to do so and, and without any apparent urgency with

1 regard to the estimation proceedings in this case.

2           As your Honor knows, even once we receive a  
3 confirmation order in our case we, we will be focused on  
4 getting that affirmed by the district court and then on taking  
5 our own plan effective. Respectfully, I think it would be  
6 setting dangerous precedent to suggest that a debtor in one  
7 case should be permitted to serve discovery, which we contend  
8 is quite burdensome -- and I'll get to that in a minute -- on a  
9 completely independent debtor in the middle of that debtor's  
10 confirmation proceedings. It is for this reason that we asked  
11 the debtor to, to delay and separate Paddock from the rest of  
12 its motion and again, it declined to do so.

13           We heard just this morning that there's not even a  
14 schedule that's been agreed upon for the estimation proceeding.  
15 So it's unclear why this information is needed from Paddock and  
16 needed now. If there is an argument that Paddock has been  
17 operating by, as a trust, we hope that in a number of months we  
18 will be a trust and that there will be a trust that is  
19 operating under 5, Section 524(g) of the Bankruptcy Code to, to  
20 address the claims that were asserted against Paddock and, and  
21 that if, if it will be a trust in a matter of months and if  
22 there's no schedule in the estimation matter in this case, we  
23 see no reason why they couldn't be deferred and if there is to  
24 be a subpoena that is issued, that that subpoena should be  
25 issued to the trust once the trust is established.

1           We also don't think it's fair to say that Judge Beyer  
2 actually approved the subpoena that was issued in, in the other  
3 matter. That's, it's, it's really not the case. Paddock was  
4 not a party to that proceeding and did not appear. We  
5 obviously have read the transcript. But in that case, there  
6 was a subpoena that was issued, as is appropriate under the  
7 procedure. Paddock objected to the subpoena and we will work  
8 with, with counsel in that matter to, to address those issues  
9 and if they need to be brought to a court, they will be brought  
10 to the court that's required under the Rules and that's, you  
11 know, under Rule 45. As the Aldrich debtors concede in their  
12 reply, that's the court of compliance.

13           THE COURT: Was Paddock served in, with Judge Beyer's  
14 motion?

15           MS. QUARTAROLO: No.

16           THE COURT: You were left out of this and, and you're  
17 saying now that you're going back to Judge Silverstein  
18 afterwards, right?

19           MS. QUARTAROLO: Well, put it this way. After there  
20 was a hearing last week in the other matter, we did not receive  
21 outreach in regard to a subpoena that we had objected to.

22           So that, it just remains to unfold and we'll figure  
23 out --

24           THE COURT: Uh-huh (indicating an affirmative  
25 response).

1 MS. QUARTAROLO: -- if it needs to go before Judge  
2 Silverstein or it can be deferred --

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

5 MS. QUARTAROLO: -- or it needs to go to the Northern  
6 District of Ohio. But there's -- it -- it certainly, and our  
7 position respectfully, is not this Court.

8 THE COURT: Right.

9 And the request for a continuance as to Paddock, are  
10 you renewing that at this point?

11 MS. QUARTAROLO: Yes.

12 THE COURT: Okay, very good.

13 MS. QUARTAROLO: We would, we would request that, as  
14 we requested from the debtor directly, from the Aldrich debtor  
15 directly, that this Court defer any ruling with respect to the  
16 appropriateness of a subpoena related to Paddock's claims until  
17 a trust is established.

18 THE COURT And we don't really have a feel for when  
19 that would be.

20 Is there any opposition at this point to confirmation  
21 by either the U. S. Trustee or anyone else?

22 MS. QUARTAROLO: We did have an objection from the  
23 U. S. Trustee. We are hopeful that that has been resolved in  
24 terms of what happened at the confirmation hearing last week --

25 THE COURT: Uh-huh (indicating an affirmative

1 response) .

2 MS. QUARTAROLO: -- and that, again, we are hopeful  
3 that we are able to get our plan affirmed by the district court  
4 in short order and then to go effective shortly thereafter.  
5 And so that's why what we had requested and this, given that we  
6 are now ten days post our confirmation hearing and don't yet  
7 have a confirmation order entered, it might be slight, slightly  
8 optimistic to think that the end of June would be, you know,  
9 when, when there, we'll be up and running and, and going  
10 effective. But we're certainly, you know, hoping to move as  
11 quickly in that direction as possible.

12 THE COURT: The district court's being asked to, to  
13 approve the 524 injunction or --

14 MS. QUARTAROLO: Correct.

15 THE COURT: -- or are they passing over? In the last  
16 case I had, the parties wanted to, effectively, have the  
17 district court confirm the plan. It's been confirmed by a  
18 ruling by Judge Silverstein and then it's going to district  
19 court for a 524?

20 MS. QUARTAROLO: Yes, for affirmation.

21 THE COURT: Okay, very good.

22 MS. QUARTAROLO: Yes.

23 THE COURT: All right. Thank you.

24 MS. QUARTAROLO: And, and just briefly to touch on a  
25 few other points, to the extent the Court is, is not inclined

1 to, to defer the ruling, which we would --

2 THE COURT: Uh-huh (indicating an affirmative  
3 response).

4 MS. QUARTAROLO: -- respectfully request. As to  
5 confidentiality concerns, we do have confidentiality concerns  
6 that, that sort of go beyond, I think, what's been addressed  
7 this morning in terms of argument. There was some suggestion  
8 in discussions with the Aldrich debtors that they would be  
9 willing to remove some language in the proposed order about the  
10 notice being required, but I think that, that misses the point  
11 and doesn't necessarily solve for Paddock's concerns, which are  
12 that the production of information about claims that Paddock  
13 settled prepetition and that's really what they're seeking.  
14 Paddock may owe obligations to those claimants or to those  
15 counsel to maintain the confidentiality of that information and  
16 to not provide it.

17 So we, we cannot risk exposing Paddock to claims that  
18 it improperly disclosed information that it was contractually  
19 obligated not to disclose.

20 And finally, turning to the particular discovery  
21 sought, we heard from counsel this morning that this should be  
22 a simple exercise. Unfortunately, that's anything but from  
23 what I have inquired and learned. Yes, they, they expected  
24 this would be something where they're, you know, accessing a  
25 database and waving a magic wand, then, then you get an output.

1 That's not the case. They're seeking 13 separate categories of  
2 information, some of which we may have, some of which we may  
3 not, for 12,000 individuals. I think we heard this morning  
4 that maybe they would be willing to limit that, but it's still  
5 many thousand individuals and that's a burden and certainly a  
6 burden at this point in our case. And, and when you're  
7 assessing proportionality, I think the particular circumstances  
8 of the target of the discovery, here a debtor on --

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

11 MS. QUARTAROLO: -- you know, trying to achieve its  
12 own confirmation, really needs to be taken into account.

13 So with that, we would ask that the Court defer ruling  
14 as to any subpoena on Paddock until a trust is established and  
15 defer to the appropriate court under Rule 45 to address any  
16 issues with regard to a subpoena.

17 THE COURT: Okay, very good.

18 MS. QUARTAROLO: Thank you.

19 THE COURT: Anyone else before -- I don't think the  
20 FCR took a stand in this one.

21 MR. GUY: No comment your Honor.

22 THE COURT: Ready to have rebuttal, or do y'all need a  
23 break first? We normally break about 11:00, but if this is a  
24 better time, I, I'm open for it.

25 Ready to go?

1 MR. HIRST: I certainly don't and will try and be  
2 quite brief, your Honor.

3 THE COURT: Okay. Thank you.

4 MR. HIRST: Again, Morgan Hirst of Jones Day for the  
5 debtors. And again, it's nice to be here in person with your  
6 Honor.

7 I just want to address a couple of points, first from  
8 the Committee. Counsel kept referring to this case being  
9 different in some ways than the other case and they're  
10 certainly, each case is unique and we understand that, but the  
11 relevance and the importance of the discovery we're seeking is  
12 no different than it was in Garlock or Bestwall or DBMP and I  
13 think your Honor's aware of that. The, the case we will be  
14 presenting has many similarities which makes this information  
15 "relevant" and, and "necessary," I think is the words the  
16 courts have actually used in granting this discovery. The fact  
17 that we have a deal with the FCR, I don't know how that impacts  
18 anything about the relevance here. The Committee certainly  
19 hasn't agreed to that deal in any way, shape or form.

20 On the support motion or this idea that we have not  
21 properly supported our motion, this, to me, is maybe the most  
22 striking argument. It appears that the position is that in  
23 order to obtain discovery we need to put forward admissible  
24 evidence showing entitlement to that discovery and that's just  
25 not, that's not Rule 2004, that's not the Federal Rules, that's



1 not anything. That's essentially made up. We supported our  
2 motion with numerous cases that demonstrate we don't need to  
3 put forward admissible evidence. We put forward our bases for  
4 the discovery and why it is relevant and necessary here. On  
5 its own, I think Judge Hodges' ruling and his opinions -- and  
6 again, Judge Hodges' rulings and opinions, we know, will be  
7 debated from a substantive standpoint in this case for the  
8 foreseeable future -- but at the very least, I think Judge  
9 Hodges' opinions make clear that this information is at least  
10 relevant from a discoverability standpoint and that's what  
11 we're seeking here, discovery.

12 And so I, I don't understand the support notion. Our  
13 motion is well supported with the bases for why we need it. It  
14 satisfies both Rule 2004. It satisfies the Federal Rules.

15 As to the particular standards themselves -- oh. I  
16 guess one other thing on the, the difference notion, your  
17 Honor.

18 One of the criticism the Committee had was the timing  
19 of when we filed our motion for trust discovery versus  
20 estimation.

21 THE COURT: Uh-huh (indicating an affirmative  
22 response).

23 MR. HIRST: And I was looking with interest in Slide  
24 11 at the ACC's packet which shows the different timeline  
25 between Bestwall, DBMP, and Aldrich and Murray. What they

1 didn't include was Garlock and that's very intentional because  
2 our timeline is exactly the same as the timeline in Garlock.  
3 Estimation order was approved. Subsequent to the estimation  
4 order a trust discovery motion was filed and subsequent to that  
5 in Garlock, at least, the trust discovery motion was entered.  
6 We hope that timeline will follow suit here as well.

7           As to the standards, you know, I think relevance,  
8 burden, and proportionality are kind of the three touchstones  
9 whether you're talking about Rule 2004 or the Federal Rules of  
10 Civil Procedure. We think they're certainly all met here. I  
11 talked about relevance earlier. On the burden side -- and I  
12 guess I'll address the one party that's here who actually can  
13 speak to burden, which is Paddock -- while Paddock expressed a  
14 burden, we do know based on Paddock's own filings that they  
15 have a claims database. We believe that claims database has to  
16 be searchable in some ways. We are willing to work with them  
17 in any way, shape, or form to take the burden off of them. We  
18 are willing, as we said in our papers, to pay all reasonable  
19 costs of obtaining that information.

20           And so I -- I -- we just don't see the burden argument  
21 and usually when a subpoena recipient is objecting on burden,  
22 you actually do see evidence. That's the one place you do.  
23 You lay out where that burden is, what the hours are going to  
24 take to do it, what the costs are going to take. We didn't see  
25 any of that, your Honor. We really don't know other than their

1 exclamation that there is burden here what that burden is and  
2 we are willing to do everything in our power to eliminate that  
3 burden, both from a cost and time perspective, including having  
4 our own folks at Bates White get in there and essentially do  
5 the work for them, if they want.

6 Proportionality was one that the Committee, in  
7 particular, focused on and I found Slides 19 and 20 of their  
8 presentation to be interesting with regards to that. Slide 20  
9 is their disproportionate 11 trusts versus 19 trusts.

10 THE COURT: Uh-huh (indicating an affirmative  
11 response).

12 MR. HIRST: Again, we're seeking fields of  
13 information. We're not seeking a single document, your Honor.  
14 We're not seeking anybody to search e-mails. We're seeking 7  
15 fields of information from these 19 trusts. As Slide 19 shows,  
16 the settlement with the FCR renders us a \$545 million case. I  
17 know the Committee believes that number is much, much higher.  
18 In light of the, the dollars at stake in this case, I don't  
19 know how they, the ACC, can take the position that seeking 7  
20 fields of information from 19 trusts where we have explained  
21 the relevance of each of those trusts can be disproportionate  
22 to the needs of the case.

23 Lastly, just to address Paddock's continue,  
24 continuance request, keep in mind the time here, your Honor.  
25 We, we filed this motion in early April. It was originally set

1 for the April 28th omnibus. We agreed based on a request from  
2 the Committee to continue it till now. Also importantly, we  
3 have not issued a subpoena. Paddock's already under a subpoena  
4 from Bestwall for this same information. So the burden on  
5 Paddock has already existed via subpoena.

6 We haven't asked Paddock to do anything. We are here  
7 before your Honor asking for our trust discovery motion to be  
8 approved. We are more than willing to work with Paddock on  
9 timing of subpoena responses, the time they need to work on the  
10 subpoena. We are not trying to interfere with their case or  
11 burden them. We are simply trying to have our trust discovery  
12 motion approved so then we can take the next steps. And we  
13 understand we may have to be talking about this again in front  
14 of another court, certainly as it relates to Paddock, and these  
15 issues will be brought up.

16 But there's no reason to delay your Honor's ruling  
17 today to let us, at least, have the tools to go forward and  
18 hopefully, work with Paddock to reach an agreement, to  
19 eliminate the burden, to address their confidentiality issues.

20 So with that, your Honor, absent any questions from  
21 your Honor, that's all I have.

22 THE COURT: That got it?

23 MR. HIRST: Thank you.

24 THE COURT: Anything else?

25 MS. RAMSEY: Three points, your Honor, in rebuttal? I

1 can do them very quickly.

2 THE COURT: Okay.

3 MS. RAMSEY: With respect to Slide 11 and the trust  
4 discovery that was conducted in the Garlock case, while it is  
5 correct that there, there was a motion that was approved by the  
6 court, that motion was approved under Rule 26. It was not a  
7 2004. So it is consistent, we believe, with the argument that  
8 we are making here that Rule 26 is in place.

9 With respect to the 7 fields of information and  
10 whether that is both burdensome or disproportionate to the  
11 needs of the case, those 7 fields are going to be multiplied by  
12 at least 19, in addition to the 2 before your Honor. That is  
13 an extraordinary amount of information on these claimants.

14 And then just to sum up, your Honor, it is our  
15 contention that the motion should be denied, that the unique  
16 circumstances of this case are different from the other cases  
17 here, and that in that there is this settlement which values  
18 the future claim between the debtor and the FCR which no one  
19 has said is now no longer the deal now that we're in  
20 estimation. And, No. 2, there is no evidence in front of the  
21 Court that supports the relevance of the information requested.

22 And then to the extent that your Honor denies that  
23 and, and is inclined to permit the debtor to proceed, we would  
24 ask that the Court deny the motion for the reason that the  
25 debtor should simply serve the discovery under the contested

1 matter.

2 Thank you.

3 THE COURT: Okay, very good.

4 Anyone else?

5 (No response)

6 THE COURT: In terms of planning for what we are doing  
7 today on the contested, on the consolidated matter, were the  
8 parties anticipating that we would take a break and just start  
9 up with that as soon as we finish with this or were you --  
10 someone said something about this afternoon. Are we breaking  
11 this in, in two pieces?

12 MR. ERENS: Your Honor, we weren't sure how long this  
13 portion of the hearing would go. I think it went a little  
14 faster than people expected. We figured maybe it would go to  
15 more like 11:30 and then we'd break for an early lunch, but  
16 it's only --

17 THE COURT: 10:30.

18 MR. ERENS: -- 10:40 or so.

19 THE COURT: Uh-huh (indicating an affirmative  
20 response).

21 MR. ERENS: So I don't know if you want to rule on  
22 this or rule on both motions or, I guess, three motions at the  
23 end of the day.

24 THE COURT: That's a question and the question is do I  
25 want to take a recess now and, and our morning break and then

1 come back and give you a ruling. And then the question is do  
2 we go into the second matter. I see Mr. Cassada in the back of  
3 the room saying, yes.

4 Other parties?

5 I just wanted to know if you had an arrangement as to  
6 how this was to be approached.

7 MR. EVERT: Yeah. We're going to take a break.

8 MS. RAMSEY: We -- we don't -- Natalie Ramsey, your  
9 Honor.

10 We, we didn't really have an arrangement, but we had  
11 talked a little bit about the timing that the next motion might  
12 take and we expect that that will also go fairly quickly.

13 And so if we're talking about trying to do it in the  
14 morning or breaking and doing it in the afternoon, I think that  
15 the consensus of the people here would be to go ahead and have  
16 the argument, your Honor.

17 THE COURT: We had an inquiry yesterday from the  
18 Bestwall folks that some of the attorneys wanted to appear  
19 telephonically and I, we will need to take a break to, to let  
20 y'all know to have those folks call in.

21 Let's take about a ten-minute recess. I'll give you a  
22 ruling on this, then we will stand down again long enough to  
23 get them on the line and then we'll pick up with the second set  
24 of hearings, so.

25 (Recess from 10:39 a.m., until 10:52 a.m.)

1 AFTER RECESS

2 (Call to Order of the Court)

3 THE COURT: Have a seat, everyone.

4 I'm not going to bore you or put you through reading  
5 back through detailed remarks with regard to the current motion  
6 because I generally agree with the debtor here and I believe  
7 that, particularly, the response brief for the reasons stated  
8 in that and as announced in the DBMP matter. I think, for the  
9 most part, the motion should be granted. Couple of *caveats*  
10 with that, though.

11 The first is the Paddock time needs. I think since it  
12 was already argued it, it doesn't make much sense to continue  
13 as to Paddock and then have y'all come back and argue  
14 everything again. So I'd like to avoid that burden. I wish I  
15 had, even if the debtor was not willing to agree to a  
16 continuance, we could have considered a motion to continue had  
17 I known about it, but I didn't.

18 So the bottom line is that I'm sympathetic to the  
19 needs of that case and I am sensitive also not to try to  
20 override Judge Silverstein and what she's doing to manage the  
21 Paddock bankruptcy case. It's what they -- the old expression  
22 is "You've gone from preaching into meddling" when you start  
23 doing that sort of thing. We all have our bit to play in all,  
24 in these dramas. My belief is that if the debtor will hold off  
25 and not serve the subpoena on Paddock until June 30th, that



1 should give sufficient time.

2           The second *caveat*, though, is what happens afterwards  
3 there. From my chair under the facts presented -- and I think  
4 the facts are important -- as you know, there's a split of  
5 authority as to whether or not you have, whether discovery may  
6 be obtained from a debtor without violating the bankruptcy  
7 stay. For my own part, I believe that the law is it depends.  
8 It depends what you're doing, how close it is to the claims  
9 against the debtor. It depends on the needs of the bankruptcy  
10 case. I think the most prudent practice is to seek relief from  
11 stay before you do it just in case you run into a judge that  
12 has an opinion that the stay applies and stops all discovery.  
13 I don't feel that strongly about it, myself. I believe you can  
14 raise it either way.

15           But I don't know what the, the Delaware court thinks.  
16 I looked a little bit to see what the rulings were up there as  
17 to where they got in on the two-sided debate as to whether the  
18 automatic stay prevents or not. I also don't know how they  
19 feel about the Barton doctrine application in this context.

20           So from my vantage point on the facts presented it's  
21 okay with me to serve these subpoenas, but I am not going to  
22 try in any way to influence what Judge Silverstein thinks about  
23 that. You may have to have this same fight up in Delaware  
24 afterwards and if they decide to file a stay violation motion  
25 against you or whatever, then you're going to have to live with

1 it if you want this discovery. There's just a limit to what we  
2 do and at the next NCBJ Committee meeting where I sit on the  
3 committee with Judge Silverstein I don't want to hear her  
4 telling me that I was messing in her affairs.

5 So that's the ruling. Otherwise, the debtors' motion  
6 is granted with those *caveats* and with that extension of time  
7 on the service.

8 So if you'll draw an order consistent with your brief  
9 as modified by those remarks.

10 MR. ERENS: We, we will do so, your Honor.

11 Again, on the point you raised, we will not be  
12 authorized to serve the subpoena until June 30th. And again,  
13 as counsel for Paddock indicated, we did promise them that we  
14 would not require them to notice claimants.

15 So we will take that out of the order. I think that's  
16 in Paragraph 9 as well. But those are the only two changes.  
17 And we'll try to upload the order as soon as we can.

18 THE COURT: All right, very good.

19 MR. ERENS: Thank you.

20 THE COURT: Okay. We will take another recess. Tell  
21 me how much time you think you need to get organized and ready  
22 to go with the, the consolidated hearings.

23 MR. GORDON: Your Honor, Greg Gordon.

24 I, I don't think we need any time if you're ready.  
25 We've already notified people to the --

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CERTIFICATE

I, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

/s/ Janice Russell                      May 30, 2022

Janice Russell, Transcriber                      Date

# EXHIBIT N



1 APPEARANCES (continued):

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4

5

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6

7 For Plaintiff, ACC:

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1 happened, I don't think I ought to be weighing in to approve  
2 partial remedies through amendments, particularly when we don't  
3 have all of the parties onboard with them.

4           So the bottom line is that I don't even know that,  
5 that the debtor and New CertainTeed need my endorsement. If  
6 you want to make these changes, just basically stipulate that  
7 this is, this is how you will construe it and you don't need  
8 anyone's agreement. Just put that in a filed document and  
9 whatever concern you had that I might be thinking bad things  
10 about the funding agreement, putting it in writing certainly  
11 would take care of, of establishing what you're willing to do.

12           So bottom line is that one, I'm inclined to deny and  
13 would call upon the Representatives for the order there. Keep  
14 it short and consistent with, with what we have.

15           Okay. Let's see. Where's that take us?

16           The trust motions, No. 2 on your contested matter  
17 agenda, the debtor's motion for the 2004 examinations of the  
18 trusts.

19           I wanted to ask a question here of the parties. I'm  
20 prepared to give you a ruling on this, but I've spent some time  
21 over the last two or three weeks trying to figure out what was  
22 going on in Bestwall as well and that also involves what's  
23 going on in, in the Delaware District Court. And it occurs to  
24 me that events are moving fairly quickly up there and whatever  
25 -- y'all, I think, are in front of Judge Beyer again tomorrow

1 with regard to this and by the time anyone tenders a ruling in  
2 this one, things might have changed once again, depending on  
3 what the second round of *subpoenas* does and what the district  
4 court does if there are motions to quash.

5 So my inquiry is, does it really make sense for me to  
6 rule on this now or would you like to sit on this one for a  
7 month or two and see if the dust clears a little bit so you  
8 know what is and isn't possible based on that case? Another  
9 way of putting it is, do you want to go to all this trouble and  
10 find out in Bestwall that what you've got teed up isn't going  
11 to work?

12 MR. GORDON: Your Honor, Greg Gordon on behalf of the  
13 debtor.

14 That, that's obviously a great question. You know, I  
15 think from our perspective the way we looked at this is we  
16 believe the authority that we sought in, in Bestwall and was  
17 granted by Judge Beyer was appropriate.

18 THE COURT: Right.

19 MR. GORDON: And your Honor knows based on events that  
20 transpired in Delaware that we disagree with the court's ruling  
21 there, but we're, we're doing our best to now move --

22 THE COURT: Right.

23 MR. GORDON: -- forward in light of that, you know,  
24 both to try to come up with something that would comply --

25 THE COURT: Uh-huh (indicating an affirmative

1 response).

2 MR. GORDON: -- but at the same time to preserve our  
3 rights to appeal and we have appealed.

4 THE COURT: And that's at the Third Circuit --

5 MR. GORDON: Correct.

6 THE COURT: -- at the present time?

7 MR. GORDON: And in fact, I think argument -- it looks  
8 -- it's looking now like argument may occur --

9 Is it in April?

10 MR. ELLMAN: March.

11 MR. GORDON: -- in March.

12 THE COURT: Okay.

13 MR. GORDON: We, we had some indications that the  
14 Court was looking at some dates in the middle of March.

15 And so from our perspective the way, at least the way  
16 I, I looked at it was we believe that what we've asked for is  
17 appropriate, notwithstanding what happened there.

18 THE COURT: Uh-huh (indicating an affirmative  
19 response).

20 MR. GORDON: We, we considered should we be narrowing  
21 our relief to try to fit it within the confines of what  
22 happened in Delaware and if we did that, this company would be  
23 in a different position --

24 THE COURT: Uh-huh (indicating an affirmative  
25 response).

1 MR. GORDON: -- than Bestwall. It would, sort of  
2 prematurely limited its rights not knowing --

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

5 MR. GORDON: -- what would happen there. And again,  
6 my feeling personally was if -- and obviously I don't know how  
7 your Honor's going to rule -- but if your Honor were inclined  
8 to follow Judge Beyer, we'd have the same kind of authority  
9 that we had in that case and if events transpire where things,  
10 you know, things develop where it's clear we're going to have  
11 to limit the scope of what this Court's authorized, we can do  
12 that. It's hard, though, to do the reverse, which is --

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

15 MR. GORDON: -- to say, come in with something more  
16 limited and then find out that maybe our appeal is, is granted  
17 by the Third Circuit and we're back to where Judge Beyer was  
18 initially, which we thought was correct.

19 So I guess that's -- so -- so that's one thing and I  
20 probably didn't answer your question?

21 THE COURT: The question is, is it a yes or a no.

22 MR. GORDON: I was just --

23 THE COURT: I, I understood all of that except do you  
24 propose that it would be better to get a ruling today or, and,  
25 and just go forward and adjust on the fly, or do you, are you

1 suggesting it might be best to wait till, perhaps -- I don't  
2 know how long the Third Circuit takes to get an opinion out  
3 or --

4 MR. GORDON: Right.

5 THE COURT: -- or the next round at --

6 MR. GORDON: Well, that's the thing. And -- and --

7 THE COURT: -- Delaware District Court.

8 MR. GORDON: Yeah. And, and I apologize for not  
9 addressing that. I was coming to that. I, I guess I spent too  
10 much time on the context.

11 But no. I think our preference, if it's okay with  
12 your Honor, would be to get the ruling today. Because we don't  
13 know how long --

14 THE COURT: Right.

15 MR. GORDON: -- that process is going to take. We  
16 were, unfortunately, advised during this hearing that Judge  
17 Beyer has cancelled the hearing tomorrow --

18 THE COURT: Okay.

19 MR. GORDON: -- because of her, her mom -- and we're  
20 sorry about that -- which means that doesn't go then forward  
21 until late January.

22 THE COURT: Okay.

23 MR. GORDON: We have the argument in March,  
24 potentially. It hasn't been definitively set, but we don't  
25 know how long it will take for a ruling and I think from our

1 perspective we'd like to move forward, if we can.

2 THE COURT: How about on this side?

3 MS. RAMSEY: Your Honor, we, we would propose that the  
4 Court hold its ruling until the decisions are made in Bestwall.  
5 We, we think that all we're going to end up seeing if we have a  
6 ruling that, if the Court were to follow Judge Beyer, is more  
7 of the same type of litigation. You're going to have  
8 duplicative issues raised on different time frames that are  
9 ultimately likely to be informed, if not resolved, by the  
10 decision that is going to be made before the Third Circuit and  
11 the proceedings that follow. And it seems as though trying to  
12 proceed with, with a, a decision on this at this point when we  
13 know that in the relatively short term we are expecting that  
14 there will be some further guidance on the issue is both  
15 unnecessary and, and unhelpful.

16 THE COURT: Uh-huh (indicating an affirmative  
17 response).

18 Anyone else?

19 MR. GORDON: Your Honor, there, there is one other  
20 point I, I neglected to make and Mr. Cassada reminded me.

21 You know, we, we have, as your Honor knows, I think,  
22 tailored the relief here to --

23 THE COURT: Right.

24 MR. GORDON: -- eliminate what we view as the primary  
25 problem that arose in Delaware, which was the request for

1 personally --

2 THE COURT: Uh-huh (indicating an affirmative  
3 response).

4 MR. GORDON: -- personal identifiable information, or  
5 PII.

6 THE COURT: Right.

7 MR. GORDON: As you know from the revised *subpoena*,  
8 that's been eliminated. We're not asking for any and we're  
9 hoping that that gets us past any issues that the Delaware  
10 District Court might have in this case.

11 THE COURT: Yeah. I, I had that factored into my  
12 decision.

13 MR. GORDON: Okay.

14 THE COURT: The question was what happens if things  
15 change again a week from now or, you know, whenever, tomorrow?

16 MR. GORDON: Right.

17 THE COURT: When I started to ask you these questions  
18 I knew that you were coming back in Bestwall to talk about this  
19 again and just hate to have inconsistent rulings going up and  
20 having you folks have to, to change things again and come back  
21 here once more.

22 So does the trusts have a feeling for this one?

23 Where's trust counsel? I'm sorry.

24 Yes.

25 MR. EWING: Your Honor, Mr. Rubinstein's on the phone.

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

1 Happy Holidays. And we'll, we'll see you back in the New Year,  
2 okay?

3 MR. MACLAY: Thank you, your Honor.

4 MS. RAMSEY: Happy Holidays to you, your Honor.

5 MR. GORDON: Thank you, your Honor.

6 MR. ELLMAN: Thank you, your Honor.

7 THE COURT: We're in recess.

8 MS. ZIEG: Happy Holidays.

9 (Proceedings concluded at 12:57 p.m.)

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CERTIFICATE

16

17 I, court approved transcriber, certify that the  
18 foregoing is a correct transcript from the official electronic  
19 sound recording of the proceedings in the above-entitled  
20 matter.

20

/s/ Janice Russell

December 21, 2021

21

Janice Russell, Transcriber

Date

22

23

24

25

# EXHIBIT O



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September 5, 2012

**By Federal Express**

Garland S. Cassada, Esq.  
Robinson, Bradshaw & Hinson, P.A.  
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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 Gypsum 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.



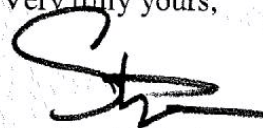
**MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P.C.**

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,

A handwritten signature in black ink, appearing to read 'Stephen M. Juris', with a stylized, cursive script.

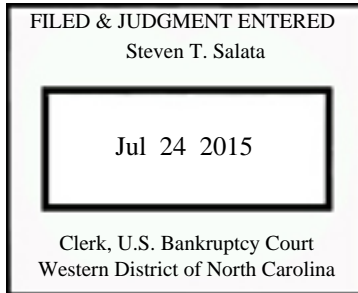
Stephen M. Juris

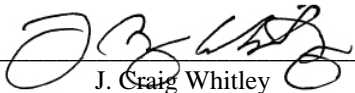
Enc.

cc: Trevor W. Swett III, Esq. (w/enclosures)  
Edwin J. Harron, Esq. (w/o enclosures)

# EXHIBIT P





  
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.<sup>1</sup>

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

<sup>1</sup>The 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.

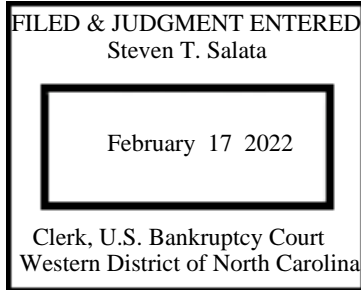
17. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

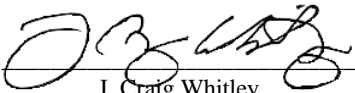
This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court



# EXHIBIT Q



  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re

DBMP LLC,<sup>1</sup>

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,

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<sup>1</sup> 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**”).<sup>2</sup> Based upon a review of the Motion,<sup>3</sup> 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**”):<sup>4</sup>

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<sup>2</sup> 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.

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

<sup>4</sup> 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,<sup>5</sup> 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

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<sup>5</sup> 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 Claimant<sup>6</sup> (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;

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<sup>6</sup> 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 fields<sup>7</sup>, 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

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<sup>7</sup> 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 R

IN RE: : Case No. 20-30080-JCW

DBMP LLC, : Chapter 11

Debtor, : Charlotte, North Carolina  
Thursday, August 11, 2022  
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 CERTAINTTEED LLC,  
  
Defendants,  
  
: :

OFFICIAL COMMITTEE OF : AP 22-03000 (JCW)  
ASBESTOS PERSONAL INJURY  
CLAIMANTS and SANDER L.  
ESSERMAN, etc.,  
  
Plaintiffs,  
  
v.  
  
CERTAINTTEED LLC, CERTAINTTEED  
HOLDING CORPORATION, and  
SAINT-GOBAIN CORPORATION,  
  
Defendants.

: :

Case 3:22-mc-00166-RJC-DSC Document 11-1 Filed 08/22/22 Page 422 of 430

1 APPEARANCES:

2 For Debtor/Defendant,  
3 DBMP LLC:

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Jones Day  
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Jones Day  
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10 For Plaintiff, ACC:

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Charlotte, NC 28202

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18 For Plaintiff, Future  
19 Claimants' Representative,  
20 Sander L. Esserman:

Young Conaway  
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24 For Defendants, CertainTeed  
25 LLC, et al.:

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1 APPEARANCES (via telephone):

2 For Defendants, CertainTeed Rayburn Cooper & Durham, P.A.  
3 LLC, et al.: BY: JOHN R. MILLER, JR., ESQ.  
227 West Trade Street, Suite 1200  
Charlotte, NC 28202

4 For Manville Trust Matching Impresa Legal Group  
5 Claimants: BY: DAVID I. BLEDSOE, ESQ.  
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6 Alexandria VA 22314

7 For Plaintiff, ACC: Winston & Strawn LLP  
8 BY: CARRIE V. HARDMAN, ESQ.  
DAVID NEIER, ESQ.  
200 Park Avenue  
9 New York, NY 10166-4193

10 ALSO PRESENT (via telephone): SANDER L. ESSERMAN  
11 Future Claimants' Representative  
2323 Bryan Street, Suite 2200  
12 Dallas, TX 75201-2689

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1           The -- in, in Delaware the briefing has recently been  
2 completed. There has been a motion filed by the DCPF Trusts  
3 joined into by the claimants to stay proceedings, but -- and  
4 that motion has been opposed. And there's been no ruling on  
5 that.

6           So, so no. There's no evidence that the district  
7 court has, is staying that proceeding pending the outcome of  
8 the appeal. There's been, there's been no ruling on that. As  
9 I indicated, it's, it's a different subpoena. It doesn't raise  
10 the personal identifying --

11           THE COURT: I understand.

12           MR. CASSADA: -- information that was at the heart of  
13 the --

14           THE COURT: I've, I've looked at the two subpoenas --

15           MR. CASSADA: -- the appeal.

16           THE COURT: -- since we last met, so.

17           Well, actually, out of all this, I think what  
18 Mr. Wright said is, is the matter that's on my mind the most.  
19 Let me just start with generalities.

20           Having watched from afar and not being well versed on  
21 all the details, but watched the, the morass that has come out  
22 in, in Bestwall over the last four or five years, I'm eager to  
23 avoid some of that, if we can possibly do that. One of the  
24 things in my mind that it strikes me that is, is contributing  
25 is that all the parties want the broadest amount of discovery

1 possible to augment their case while, of course, wanting to  
2 limit your opponent to samples. I don't mean anything  
3 disrespectful about that. That's just natural lawyer tendency.

4 But on broad strokes, I would say that I would like to  
5 see a sample as much as we possibly can in these cases just to  
6 cut down the scope of the litigation with respect to the  
7 current motions. That's just a broad statement of purpose, I  
8 guess. So you can find anyone arguing about, about limiting is  
9 going to hear, is going to find a, an ear that's willing to  
10 listen in me, at least.

11 So turning to the motions. One, as to the motion to  
12 anonymize, I don't think the James factors, Jacobson factors  
13 are met. I don't have evidence. I don't have a showing that  
14 those events, those criteria being met. So largely for the  
15 reasons that have been argued by the debtor, I don't think we  
16 can justify anonymizing. It's not just a question of what  
17 prejudice there is to DBMP, but as the Fourth Circuit, of  
18 course, and Judge Phillips says in that opinion that it -- it's  
19 -- there's an independent duty by the court to make sure that  
20 we keep open proceedings.

21 My order certainly not in my mind -- I never  
22 envisioned, frankly, that I would be hearing the motion to  
23 quash -- but I never envisioned that we would be applying that.  
24 We were talking mostly about the take, if you will, from the,  
25 from the matching and the inquiries by subpoena to those

1 trusts. We were not envisioning that parties would be  
2 anonymous in other courts and I'll just say that on the record  
3 very clearly for the benefit of the Delaware court if that  
4 argument's being made. We were talking about what we could do  
5 with the data that we got, not suggesting how another court  
6 should run its docket or who should or should not be forced to  
7 identify themselves. For all the reasons the debtor argues in  
8 there, in that decision, the strong, strong preference that is  
9 contemplated both in the Rules and the case law is that parties  
10 are identified on the record and I don't have anything in this  
11 circumstance other than "we just don't want to have that  
12 information out there" that really would even start, even if  
13 there was factual evidence to support it, that really gets you  
14 there.

15 So that part, I think, I'm going to have to deny. Now  
16 I realize there's a desire and that, in my mind, is an  
17 appealable issue. So I'm inclined to stay that portion of it  
18 for 30 days.

19 That will give opportunity to get to the district  
20 court and see if you can get some, an emergency stay from them,  
21 Mr. Bledsoe, on that particular point. No need to come to me  
22 for the, the stay pending appeal. I don't see how I could  
23 possibly grant a stay under the circumstances. I don't think  
24 the legal standards are met. The factual evidence isn't there.  
25 I don't see that being in accord with public policy.

1           So the bottom line is you have my blessing and we can  
2 put it in the order that any stay pending appeal can go in the  
3 first instance to the district court. I'm staying it for 30  
4 days to offer that opportunity.

5           Now in the meantime, I'm also granting the -- excuse  
6 me -- I am denying the motion to quash. I will tell you, as I  
7 said, I think sampling is something that I strongly favor, but  
8 I believe for the reasons that I've previously stated in a  
9 prior order that we have protections here and that there's not  
10 a real risk of harm. I favor the sampling for the reasons I  
11 just said, primarily because it saves costs and, and  
12 controversy, but I do know that in Bestwall that there has been  
13 a lot of litigation of how to sample. It sounds to me like the  
14 sampling there is, that what is being sought is cherry picking,  
15 not sampling, but that's just a, an observation way at a  
16 distance. I may be wrong about that.

17           But the point is I'm all for random representative  
18 sampling as long as representative doesn't mean me picking the  
19 cases I want. That doesn't sound random at all, but I'm not  
20 going to require it in this instance because I believe the cost  
21 of that process based on what you've been doing in Bestwall  
22 will outweigh any benefit, at least as to this issue. But I do  
23 recognize Mr. Wright's point. It is a little bit odd to be  
24 talking about a, a wide-open discovery, even as we're talking  
25 about sampling in other respects.

1           So don't take that as a license going forward. I want  
2 to -- in this case I think it's as much burden to sample or  
3 more than it would be to take everything here and I, given the  
4 limited information that's provided, I don't think it's  
5 warranted. But I do strongly suggest when y'all get into other  
6 aspects of the case where you're wanting to, to make discovery  
7 on individual lawyers and look at their case files and all that  
8 sort of thing on both sides, that you're not asking me to let  
9 you look at every file. Again, at the end of the day when we  
10 get to estimation the goal is to figure out what the aggregate  
11 liability is and I need representative information there, not  
12 selected information that makes the case. That just makes it  
13 harder to determine what the liabilities are.

14           So bottom line is I'm denying the motion to quash and  
15 I'm basically on, also denying the motion to anonymize, but I'm  
16 not staying the motion, the ruling on the subpoenaed  
17 information. I'm just simply saying that 30 days from now  
18 you're going to have to file a list of identifiers as to who  
19 these parties are in this court and provide that information to  
20 your opponents, okay? Everybody understand?

21           I'm planning to call on the debtor for the proposed  
22 orders here. Run it by co-coun, opposing counsel for their  
23 comments and send them on down.

24           MR. CASSADA: Will do, your Honor.

25           THE COURT: Anything else?

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## CERTIFICATE

I, Janice Russell, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

/s/ Janice Russell August 15, 2022

Janice Russell, Transcriber Date

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

IN RE:

ALDRICH PUMP LLC, et al.,

Debtors.

)

) C.A. No. 22-mc-308-CFC

)

) Underlying Case No. 20-30608 (JCW)

) (U.S. Bankruptcy Court Western

) District of North Carolina)

**RULE 7.1 DISCLOSURE STATEMENT**

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure and to enable District Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”) (together, the “Debtors”) states as follows:

1. The following corporations directly or indirectly own 10 percent or more of Aldrich’s equity interests:

- a. Trane Technologies Global Holding Company Limited;
- b. Trane Technologies HoldCo Inc.;
- c. Trane Technologies Irish Holdings Unlimited Company;
- d. Trane Technologies Lux International Holding Company  
S.à r.l; and
- e. Trane Technologies plc.

2. The following corporations directly or indirectly own 10 percent or more of Murray's equity interests:

- a. Murray Boiler Holdings LLC;
- b. Trane Inc.;
- c. Trane Technologies Global Holding Company Limited;
- d. Trane Technologies Company LLC;
- e. Trane Technologies HoldCo Inc.;
- f. Trane Technologies Irish Holdings Unlimited Company;
- g. Trane Technologies Lux International Holding Company  
S.à r.l.;
- h. Trane Technologies plc;
- i. Trane U.S. Inc.; and
- j. TUI Holdings Inc.

3. The ultimate parent company of the Debtors is Trane Technologies plc. The Debtors are indirect subsidiaries of Trane Technologies plc.

4. There is no other publicly owned corporation or affiliate that is not a party to the case that has a substantial financial interest in the outcome of the litigation.



OF COUNSEL:

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Morgan R. Hirst  
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

IN RE:	)	Misc. No. 22–mc–00308–CFC
	)	
ALDRICH PUMP LLC, et al.,	)	Underlying Case: 20-BK-30608
	)	(U.S. Bankr. W.D.N.C.)
Debtors.	)	

**NON-PARTY CERTAIN MATCHING CLAIMANTS’  
(I) MOTION TO QUASH OR MODIFY SUBPOENAS AND (II) JOINDERS**

Certain matching claimants, (collectively, “Certain Matching Claimants”)<sup>1</sup>, as non-parties, by and through the undersigned counsel,<sup>2</sup> hereby submit: (i) this motion (the “Motion”) pursuant to Federal Rule of Civil Procedure 45(d)(3)(A)(iii)–(iv) to quash or modify the *Subpoenas to Produce Documents, Information or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* and accompanying order (the “Order” and, together with the subpoenas, the

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<sup>1</sup> The Certain Matching Claimants are a discrete subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with a Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240 (“Aldrich Subpoena Motion”), *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. See *id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...)”).

<sup>2</sup> A list of the Certain Matching Claimants’ counsel of record as notified by DCPF pursuant to the Order Authorizing Subpoenas, ¶ 9, is attached as Exhibit A.

“Subpoenas”) served by Aldrich Pump LLC and Murray Boiler LLC (the “Debtors” or “Aldrich”) on ten asbestos bankruptcy trusts (“the Trusts”)<sup>3</sup> and on their Delaware-based administrator (“DCPF”); and, (ii) the joinders (the “Joinders”) to (a) the Third Party Asbestos Trusts’ Motion to Quash or Modify Subpoenas (D.I. 1) and (b) DCPF’s Motion to Quash or Modify Subpoenas (D.I. 3). In support of the Motion and Joinders, Certain Matching Claimants respectfully state as follows:

### **INTRODUCTION**

The Subpoenas at the heart of this miscellaneous action target the protected and confidential claims data of approximately 12,000 Trust claimants. The Subpoenas target a wealth of confidential, sensitive, personal identifying information, including names, Social Security numbers, *etc.* belonging to the Certain Matching Claimants, mesothelioma victims, who have resolved their historical claims through settlement or verdict between January 1, 2005 and June 18, 2020.<sup>4</sup>

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<sup>3</sup> The ten Trusts 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.

<sup>4</sup> The Certain Matching Claimants, are 10,474 unique mesothelioma victims, and in some cases, their respective successors in interest. Their highly confidential information is contained in the 105,864 unique claims files sought by Aldrich pursuant to the Subpoenas directed to the Trusts and DCPF.

The Subpoenas are procedurally and substantively flawed and should be quashed. The Subpoenas offer no legal basis for seeking the requested discovery. Aldrich readily admits that it has been named a defendant to asbestos claims since the 1980s. Aldrich settled the vast majority of these lawsuits in the tort system from the mid-1980s through 2000. *See In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.) D.I. 5 (“Informational Brief of Aldrich Pump LLC and Murray Boiler LLC”) at p. 4, 18. Aldrich now alleges its historical settlements made prior to entering bankruptcy protection were too generous and, therefore, not an accurate representation of its current and future liability to victims of asbestos-related disease.

Finally, this Court recently granted a motion to quash substantively identical discovery sought by Bestwall LLC. *See In re Bestwall, LLC*, Case No. 1:21-mc-00141 (D. Del. Jun. 1, 2021), *Memorandum and Order Granting Motion of Third-Party Asbestos Trusts to Quash or Modify Subpoenas* [Docket Nos. 29 and 30] (“Bestwall Decision”). Collectively, these factors weigh in favor of Certain Matching Claimants’ Motion and Joinders to Quash.

## **BACKGROUND**

### **A. Aldrich’s Historical Asbestos Liability**

Aldrich’s asbestos litigation history largely relates to its manufacture, sale, or distribution of pumps and compressors that incorporated metal piping through which liquids or gases flowed. Their equipment typically was installed in the type of

industrial environments where piping systems and their attendant friable thermal insulation were prevalent, including in U.S. Navy ships, shipyards, and power plants. A ring-shaped sealing product known as a gasket was typically inserted into the connection between the pipes or metal surfaces to avoid leaks and to protect against sealing failures that could cause injury or death. The gaskets spent their entire lives inserted between two pieces of metal except when the equipment needed repair. Until approximately 30 years ago, Aldrich utilized asbestos-containing gaskets for use in their equipment.<sup>5</sup> During repairs to the pump equipment, the gaskets would be disturbed causing potential exposure to asbestos fibers.

The principal brand names involved in the asbestos claims brought against Aldrich include Cameron Steam Pump ("Cameron Pump"), acquired in the early 1900s, the Aldrich Pump Company, acquired in 1961, and Ingersoll-Rand Company.<sup>6</sup> Asbestos claims against Murray Boiler LLC ("Murray Boiler") primarily have arisen from its sale of heating and cooling equipment, such as commercial and industrial HVAC compressors, furnaces, and related equipment, that also incorporated asbestos gaskets or other sealing products. In the mid-1950s Murray

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<sup>5</sup> *Id.* at p. 1.

<sup>6</sup> See *In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.) D.I. 29 (*Declaration of Allan Tananbaum in Support of the Debtors Complaint for Injunctive and Declaratory Relief, Related Motions, and Chapter 11 Cases*) at p. 5.

Boiler also designed and sold some boilers that were insulated with external asbestos-containing insulation.<sup>7</sup>

For decades, asbestos victims have sued Aldrich and its historical predecessors, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) (“Ingersoll-Rand”), or Murray Boiler’s predecessor, the former Trane U.S. Inc. (“Old Trane”) in tort for injuries wreaked by its asbestos-containing industrial equipment that incorporated certain asbestos-containing components. Ingersoll-Rand and Old Trane have been the subject of roughly 100,000 lawsuits filed throughout the United States, seeking compensation for asbestos-induced personal injury or wrongful death. In addition, because asbestos has a long latency period, those exposed may not show symptoms of disease, such as mesothelioma, for a period of 40 years or longer. While defending against and settling asbestos lawsuits, Ingersoll-Rand and Old Trane used insurance proceeds, including those received under settlements or certain “coverage-in-place” agreements, to fund or offset the defense and indemnity costs of their asbestos liabilities.<sup>8</sup> Having tracked the net annual “earnings” and “losses” related to asbestos liabilities by totaling the asbestos insurance receivables in a given year and

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<sup>7</sup> See *In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.) D.I. 5 (“*Informational Brief of Aldrich Pump LLC and Murray Boiler LLC*”) at p. 3.

<sup>8</sup> See *In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.), Adv. Proc. 21-03029, D.I. 3-1, (Ingersoll-Rand Form 10-K (2019), at F-46).

subtracting the amounts it paid in asbestos defense and indemnity costs, the Trane organization suffered net losses related to resolving asbestos claims of \$11.9 million in 2017 and \$56.5 million in 2018.<sup>9</sup> However, in 2019, settlements were reached with several insurance carriers related to asbestos claims, and as a result the enterprise actually saw net earnings of over \$68 million related to asbestos liabilities.<sup>10</sup>

Forced into bankruptcy a mere 49 days after they came into existence, the Debtors served as vehicles for the Trane organization<sup>11</sup> to (i) isolate their asbestos liabilities from their other operations and liabilities, and (ii) use the bankruptcy process to resolve those asbestos liabilities. According to Aldrich, over 80% of payments to asbestos claimants in the five years before the Petition Date related to mesothelioma and over 15% related to lung cancer. As of the Petition Date, the Debtors' records list approximately 8,100 pending mesothelioma claims and 8,400 pending lung cancer claims against them.

The Debtors filed for Chapter 11 bankruptcy in this Court on June 18, 2020, seeking to address asbestos claims against the Debtors and their predecessors, Ingersoll-Rand and Old Trane, through a bankruptcy trust under section 524(g) of

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<sup>9</sup> *Id.* at F-46 and F-47.

<sup>10</sup> *Id.*

<sup>11</sup> The “Trane organization” refers to the Trane plc (formerly known as Ingersoll-Rand plc) and their subsidiaries and affiliates including Ingersoll Rand, Old Trane, and the Debtors, Aldrich Pump LLC and Murray Boiler LLC.

the Bankruptcy Code. The Debtors possess an asbestos claim database(s) (the “Asbestos Claim Database”), which contains information about individuals that have, or had at one time, asserted asbestos claims against the Debtors or one of their predecessors. The information contained in the Asbestos Claim Database includes highly personal and confidential information about the individual asbestos claimants, some of which may have been obtained by the Debtors or their predecessors through discovery, and some of which may have been subject to protective orders or confidentiality agreements. As such, those claimants whose information is included in the Asbestos Claims Database have an expectation of and/or right to privacy as to such information, and how it will be used and distributed.

Dissatisfied with the tort system, Aldrich has latched onto a formula predicated upon the *Garlock* decision, *In re Garlock Sealing Techs.*, 504 B.R. 71 (Bankr. W.D.N.C. 2014), in an attempt to effectively relitigate asbestos claims. Aldrich even shares the same counsel and asbestos consultant expert (Bates White) as other debtors who are seeking similar 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.I. 1) (“DBMP”). See *Debtor’s Ex Parte Application for Order Authorizing Retention and Employment of Bates White LLP as Asbestos Consultants as of the*



*Petition Date, See In re Aldrich Pump LLC, 20-30608, Bankr. W.D.N.C., D.I. 21.*

Bates White had served as asbestos consultants to the debtor in the *Garlock* case.

**B. The Subpoenas**

Like the subpoenas in Bestwall and DBMP, the Aldrich Subpoenas seek confidential information from DCPF and the Trusts concerning 12,000 Trust claimants who had previously resolved mesothelioma claims against Aldrich dating back decades before Aldrich filed bankruptcy. Specifically, Aldrich seeks information from the Trusts about the settlement of each of the Trusts' liabilities with the Certain Matching Claimants 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 on account of asbestos personal injury claims in settlements prior to its bankruptcy.

Aldrich moved the Bankruptcy Court for authority to subpoena DCPF and the Trusts for electronically stored data concerning the approximately 12,000 mesothelioma claimants who settled with Aldrich prior to its bankruptcy. *See* Trusts' Motion to Quash, Ex. D. The Aldrich 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. On July 1, 2022, the Bankruptcy Court entered the Order Authorizing Subpoenas, *See*, Trusts’ Motion to Quash, Ex. E.

On July 5, 2022, Aldrich served the Subpoenas purportedly pursuant to Federal Rule of Civil Procedure 45. *Id.* Pursuant to the Subpoenas, Aldrich’s estimation expert, Bates White, has created a matching key, (“Matching Key”). *Id.* ¶6. The Matching Key is a comprehensive list derived from Aldrich’s Asbestos Claims Database of approximately 12,000 claimants who asserted mesothelioma claims against Aldrich or its predecessors that were resolved by settlement or verdict and for whom the Debtors possess SSN, 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”). *Id.* Pursuant to the terms of the Subpoenas, DCPF 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 counsel for the Trust claimants 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 Pseudonym<sup>12</sup>;
- B. Claimant’s law firm (with email and address of contact person);

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<sup>12</sup> Because DCPF must match the Trust claimants’ names and SSNs to names and SSNs provided by Aldrich prior to production, DCPF is effectively releasing claimant identifying information.

- 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 then use the data and Matching Key to: (i) “match and combine the [Trust-produced data], on a claimant-by-claimant basis, with data from Aldrich’s Asbestos Claims 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).

**C. The Trusts’ Responsibility to the Trust Claimants Data**

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. In order for a Trust to pay a claim, trust claimants must submit comprehensive, confidential, sensitive personal information. This confidential data is held by DCPF but owned by the Trusts. Nearly all of the Trusts' court-approved distribution procedures require them to take reasonable steps on their own initiative to preserve the data's confidentiality when disclosure is sought.

The Trust agreements require the trustees to administer, maintain, and operate the Trusts pursuant to written Trust Distribution Procedures ("TDP"), 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 majority of the Trust agreements and TDPs were approved in the District of Delaware. *Id.* 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. E.g., *See* Trusts' Motion to Quash, Ex. B §6.5 (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. Instead, each Trust should take reasonable and necessary steps to protect the confidentiality of the information submitted to it by the Trust claimants when that information is sought by third parties for purposes other than determining whether the claims submitted to the Trust in question are valid and payable. *Id.*

For the Trusts to pay claims, Trust claimants must provide comprehensive, confidential, sensitive personal information. *See*, Trusts' Motion to Quash, 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. *Id.* ¶¶9-19. The Trusts cannot access each other's data through DCPF or otherwise, and DCPF never aggregates or commingles the data across Trusts. *Id.* ¶¶16-17.

The Trusts are designed to ensure that current and future victims of asbestos-related illnesses receive "just and comparable compensation" for their injuries when the business that injured them faces "overwhelming liability." *In re Flintkote Co.*, [486 B.R. 99](#), [131](#), [132–33](#) (Bankr. D. Del. 2012). By trying to create doubt (in one

handpicked jurisdiction) as to the viability of thousands of historical settlements, Aldrich hopes to redefine “just and comparable” outside the jury system.

**D. Bestwall’s Requirement of a Limited Anonymized and Random 10% Sample**

In *In re Bestwall*, No. 21-141 (D. Del. 2021) (Connolly, J.) (“Bestwall”)<sup>13</sup>, 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 subpoenas 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). The Aldrich Subpoenas are similarly flawed and cannot proceed as requested. The Subpoenas ignore the ratiocination of the *Bestwall* decision by failing to limit the data requested to a 10% random sample (or any sample at all), and by requesting an “anonymization” process engineered to circumvent privacy of the Certain Matching Claimants’ data to protect their privacy.

**ARGUMENT**

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<sup>13</sup> Bestwall is on appeal before the Third Circuit Court of Appeals – No. 21-2263.

A district court where subpoena compliance is required “must quash or modify” a subpoena that [1] requires disclosure of privileged or other protected matter,<sup>14</sup> or [2] subjects a person to undue burden. FED. R. CIV. P. 45(d)(3)(A)(iii)–(iv). A person affected by a subpoena, whether a nonparty or party, can move to quash or modify, or for a Rule 26(c) protective order. Courts have the discretion to quash a subpoena under Rule 45 of the Federal Rules of Civil Procedure.

Under Rule 45, a court can quash a subpoena that seeks highly personal or confidential personal information. *Wilshire v. Love*, 2015 WL 1482251 (S.D. W. Va. 2015) (quashing subpoena requesting records that may contain “high personal, highly sensitive, or embarrassing information.”); *U.S.. Equal Employment Opportunity Commission*, 2017 WL 2889493 (E.D.N.C. 2017) (finding EEOC had standing to assert privacy rights of employees in seeking to quash subpoena); *Hukman v. Southwest Airlines Co.*, 2019 WL 2289390 (S.D. Cal. 2019) (quashing subpoena that sought private employment information). Any person with a right or privilege in subpoenaed information can challenge the subpoena. *Singletary v. Sterling Transport Co., Inc.*, 289 F.R.D. 237, 239 (E.D. Va. 2012), quoting *U.S. v. Idema*, 118 F. App’x 740, 744 (4th Cir. 2005); *Thomas v. Marina Assocs.*, 202 F.R.D. 433, 434 (E.D. Pa. 2001); WRIGHT & MILLER, FED. PRACTICE & PROCEDURE

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<sup>14</sup> The Rule does allow for situations where a privilege is waived or an exception exists, FED. R. CIV. P. 45(d)(3)(A)(iii), but there are no waivers or privilege exceptions here.

§ 2463.1 (3d ed. 2016). Federal courts recognize a personal right in records “likely to contain highly personal and confidential information” like Social Security numbers, legally confidential medical records, and family member information. *Singletary*, [289 F.R.D. at 240](#); accord *Barrington v. Mortgage ID, Inc.*, [2007 WL 4370647](#), at \*2 (S.D. Fla. 2007); *Richards v. Convergys Corp.*, [2007 WL 474012](#), at \*1 (D. Utah 2007); *Beach v. City of Olathe*, [2001 WL 1098032](#), at \*1 (D. Kan. 2001).

**A. Significant Confidentiality Concerns**

As made clear by Bestwall, Rule 45(d)(3)(A)(iii) requires baseline protections with which subpoenas seeking confidential and sensitive trust claimant data must comply. The subpoenas must limit the production of trust claimant data “to a random sample of no more than 10% [of] the mesothelioma victims at issue,” and must 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 contain no sampling requirement as required by Bestwall. Rather, they seek the confidential data of 12,000 Trust claimants who resolved mesothelioma claims against Aldrich or its predecessors prior to its bankruptcy and who also filed a claim against one or more of the Trusts. Despite Aldrich’s contentions, sampling is necessary to protect the Certain Matching Claimants’ data and is sufficient for Aldrich’s estimation proceeding. See, Trusts’ Motion to Quash, 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 these reasons, 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 questionnaire responses from a claimant sample).

Aldrich’s Subpoenas also inappropriately incorporate a negligible “anonymization” scheme that permits Aldrich’s consultant to aggregate the Certain Matching Claimant data post-production with data from Aldrich’s Asbestos Claims

Database and other sources into a single, consolidated clearinghouse while holding a matching key that de-anonymizes the data. The proposed anonymization is tantamount to hiding a house key then posting on a public forum where that key can be found. Here, the house key is the “matching key” and the public forum announcing its location is the publicly available Court docket. The purported anonymization is a facade, affording absolutely no protection to the Certain Matching Claimants. This is especially so given the Aldrich Rule 2004 Order’s numerous mandates that all information be produced to Debtor’s consultant “in electronic, text searchable format.” See, Trusts’ Motion to Quash, Ex. E, ¶6. With such de-anonymized data, the resulting database has significant commercial value, particularly to experts and insurers in the business of pricing asbestos liability, as they would otherwise need to devote significant resources to estimating conclusions easily gleaned from the database. Bates White specializes in providing analysis to companies and law firms, “guid[ing] clients to make better decisions about issues involving asbestos, environmental pollution, and other mass tort liabilities.” It holds out its “Environmental and Product Liability” practice as a “market leader” in liability forecasting. See Bates White Economic Consulting, “Environmental and Product Liability,” <https://www.bateswhite.com/practices-Environmental-Product-Liability.html> (last visited August 17, 2022). Bates White’s history and the commercial value it gleans from information from (and for) the tort system amplify

the risk of a data breach. The mass production of such aggregated, non-anonymized data to Bates White, an organization with a pecuniary interest in data related to asbestos liability weighs in favor of an extremely particularized showing of need. Aldrich has not made that showing. “[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). Aggregation of public data presents privacy and security concerns, because the “unrestrained power to assemble data that reveal private aspects of identity is susceptible to abuse.” *United States v. Jones*, [565 U.S. 400, 416](#) (2012) (Sotomayor, J., concurring)

**B. Disproportionately Undue Burden**

As with all civil discovery, the scope of a subpoena is limited by proportionality principles. [FED. R. CIV. P. 26\(b\)\(1\)](#); *Virginia Dep’t of Corrs. v. Jordan*, [921 F.3d 180, 188](#) (4th Cir. 2019); *In re Schaefer*, [331 F.R.D. 603, 607–08](#) (W.D. Pa. 2019). Where a subpoena targets a nonparty, courts apply a “more demanding variant of the proportionality analysis.” *Jordan*, [921 F.3d at 189](#) (collecting cases). A potential invasion of privacy—in itself grounds to quash under Rule 45(d)(3)(A)(iii)—also affects whether a burden is “undue.” *Id.* (collecting cases).

Asbestos victims typically have been exposed to asbestos from the products of numerous defendants, and each defendant will be liable if its products are shown to be a substantial contributing factor to a claimant's injury, regardless of the liability of the other defendants. See, e.g., *Borel v. Fibreboard Paper Prods. Corp.*, 493 F.2d 1076, 1094-96 (5th Cir. 1973) (because the effect of exposure to asbestos is cumulative, such that each exposure causes additional injury, the evidence of exposure to each of the defendants' products was sufficient evidence for the jury to find that "each defendant was the cause in fact of some injury" to the plaintiff, and that the defendants could be held jointly and severally liable); *Rutherford v. Owens-Illinois, Inc.*, 941 P.2d 1203, 1206-07, 1214 (Cal. 1997) (plaintiff may meet the burden of proving exposure to defendant's product caused illness by showing that in reasonable medical probability it was a substantial factor contributing to the plaintiff's or decedent's risk of developing cancer; a plaintiff "is free to further establish that his particular asbestos disease is cumulative in nature, with many separate exposures each having constituted a 'substantial factor' that contributed to his risk of injury." (citation omitted)).

The Court must quash (or modify) the Subpoenas because they impose an undue burden onto the Certain Matching Claimants. Furthermore, numerous courts have recognized that Federal Rule 45 cannot be used to compel written testimony, the creation of documents, or the presentation of information in a new format—all

of which are sought by the Debtor. *See, e.g., Hicks v. Houston Baptist Univ.*, [2019 WL 7599887](#), at \*3–4 (E.D.N.C. Nov. 12, 2019) (distinguishing Federal Rule 45, which “permits a party to issue a subpoena to a nonparty to attend a deposition and produce documents,” from Federal Rule 33, which “governs interrogatories”); *McGlone v. Centrus Energy Corp.*, [2020 WL 4462305](#), at \*3 (S.D. Ohio Aug. 4, 2020) (granting a motion to quash under Federal Rule 45 because “the information Plaintiffs seek does not currently exist in the format requested [and t]here also is no question that [the respondent] cannot be required to produce a document that does not exist”).

Rule 45 works in tandem with Rule 26’s proportionality requirement, and the substantive bases for denying discovery are similar. *Mannington Mills, Inc. v. Armstrong World Indus., Inc.*, [203 F.R.D. 525, 529](#) (D. Del. 2002). A court balancing undue hardship against the need for requested information may consider the relevance of the materials, the requesting party’s need for the information, the confidentiality of the information sought, the breadth of the request, the recipient’s nonparty status, and the burden imposed. *Id.*; *In re Schaefer*, [331 F.R.D. 603, 608–09](#) (W.D. Pa. 2019).

Even if the information sought is relevant, discovery is not allowed where no need is shown, or where compliance is unduly burdensome, or where the potential harm caused by production outweighs the benefit. *Id.*, citing *Micro Motion Inc. v.*

*Kane Steel Co., Inc.*, [894 F.2d 1318, 1323](#) (Fed. Cir. 1990). The burdens of a subpoena are not only financial. For example, “a subpoena may impose a burden by invading privacy or confidentiality interests.” *Jordan*, [921 F.3d at 189](#); *see also In re Schaefer*, [331 F.R.D. at 609](#) (undue burden and the requesting party’s need for information are issues that can dovetail).

Here, Aldrich has failed to demonstrate that the sweep of confidential information sought is proportional to its purported needs.

**C. Aldrich’s “Need” for Data Does Not Comport with its Legal Theories**

Aldrich claims to need a vast amount of information showing “alternative exposures,” *i.e.*, claimants’ exposures to asbestos for which Aldrich was not responsible. Under Aldrich’s theory-of-the-case, it overpaid in the tort system because the withholding of alternative exposure evidence infected its assessment of case values.

But Aldrich’s position has a fatal flaw. The Trusts were not created as an information clearinghouse for potential bankruptcy petitioners. It is up to Aldrich, as the party seeking confidential and settlement-related information, to make a well-tailored, particularized showing of relevance before that information is produced. *See Ford Motor Co.*, [257 F.R.D. at 423](#) (parties seeking to discover settlement communications must make a “heightened, more particularized showing of relevance”); *Mannington Mills, Inc.*, [206 F.R.D. at 529](#) (confidentiality concerns

must be balanced against relevance and need under the interrelated Rule 26/Rule 45 analysis). Without revealing specific information uniquely in its control—the claimant cases for which it depended on asbestos-exposure information—Aldrich falls far short of the heightened showing of relevance and need required to command production of confidential information. The Court must quash the Aldrich Subpoenas.

### **CONCLUSION**

For the foregoing reasons, Certain Matching Claimants respectfully requests that this Court enter an order, substantially in the form of the order attached hereto, granting the Certain Matching Claimants’ Motion to quash or modify the Subpoenas.

Dated: August 23, 2022

HOGAN♦McDANIEL

/s/Daniel K. Hogan

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*Counsel for Certain Matching Claimants*

**CERTIFICATE OF COMPLIANCE**

I hereby certify that this motion is in 14-point Times New Roman font and that it contains 4,970 words, excluding the case caption, signature block and this certification. I relied upon the word count of the word-processing system (Microsoft Word) used to prepare the filing.

Dated: August 23, 2022

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*Counsel for Certain Matching Claimants*



**CERTIFICATE PURSUANT TO LOCAL RULE 7.1.1**

I, Daniel K. Hogan, hereby certify pursuant to Local Rule 7.1.1 that a reasonable effort has been made to reach an agreement with Aldrich Pump LLC on the matters set forth in the Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders (the "Motion"). An agreement was not reached, and Aldrich Pump LLC has indicated it will oppose the Motion.

Dated: August 23, 2022

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*Counsel for Certain Matching Claimants*

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

IN RE:	)	Misc. No. 22–mc–00308–CFC
	)	
ALDRICH PUMP LLC, et al.,	)	Underlying Case: 20-BK-30608
	)	(U.S. Bankr. W.D.N.C.)
Debtors.	)	

**NON-PARTY CERTAIN MATCHING CLAIMANTS’  
MOTION TO PROCEED ANONYMOUSLY**

Movants, the Certain Matching Claimants<sup>1</sup>, as non-parties, by and through the undersigned counsel,<sup>2</sup> hereby submit this motion to allow the Certain Matching Claimants to proceed anonymously to quash or modify the *Subpoenas to Produce Documents, Information or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* and accompanying order (the “Subpoenas Order” and, together with the subpoenas, the “Subpoenas”) served by

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<sup>1</sup> The Certain Matching Claimants are a discrete subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with a Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. See In re Aldrich Pump LLC, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240, *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. See *id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...”).

<sup>2</sup> A list of the Certain Matching Claimants’ counsel of record as notified by DCPF pursuant to the Order Authorizing Subpoenas ¶ 9, is attached as Exhibit A.

Aldrich Pump LLC and Murray Boiler LLC (the “Debtors” or “Aldrich”) on ten asbestos bankruptcy trusts (the “Trusts”)<sup>3</sup> and on their Delaware-based administrator (“DCPF”). In support, Certain Matching Claimants state as follows:

### **PRELIMINARY STATEMENT**

This motion relates to the Certain Matching Claimants’ motion to quash the Subpoenas issued by Aldrich in its bankruptcy proceeding in the Western District of North Carolina, on the Trusts and on DCPF to produce electronically stored confidential claimant information. The Subpoenas target a wealth of personal identifying information—names, Social Security numbers, *etc.*—belonging to tens of thousands of mesothelioma victims who have long-since settled their claims against Aldrich. Movants, the Certain Matching Claimants, are 10,474 unique mesothelioma victims, and in some cases, their respective successors in interest. Their highly confidential information is contained in the 105,864 unique claims files sought by Aldrich pursuant to the Subpoenas directed to the Trusts and DCPF.

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<sup>3</sup> The ten Trusts 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.

These Subpoenas are the third in a series that bankrupt asbestos-related companies have served on DCPF and or the Trusts and this is now the third time that many of the Certain Matching Claimants have sought to quash them. Aldrich's counsel in its bankruptcy case are the same counsel to the debtors in the trio of bankruptcy cases pending in the Western District of North Carolina: *In re Bestwall, LLC*, 17-BK-317795 (Bankr. W.D.N.C.); *In re DBMP, LLC* 20-BK-30080 (Bankr. W.D.N.C.); and *Aldrich*. In each case, the debtor has undertaken the similar discovery tactics, and has served nearly identical subpoenas on the asbestos liability trusts in Delaware and Virginia, seeking nearly identical identifying data.

### **BACKGROUND**

On April 7, 2022, Aldrich moved the Bankruptcy Court (the "Aldrich Subpoenas Motion") for authority to subpoena the Trusts and DCPF for electronically stored data concerning the approximately 12,000 mesothelioma claimants who settled with Aldrich prior to its bankruptcy, and who also filed a claim against one or more of the Trusts.<sup>4</sup> On July 1, 2022, the Bankruptcy Court entered the Subpoenas Order outlining the protocol for Aldrich, the Trusts, DCPF and the other affected parties to follow with regard to the Subpoenas. Pursuant to the

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<sup>4</sup> Aldrich's motion also sought authority to subpoena: (i) Manville Personal Injury Settlement Trust (the "Manville Trust"); (ii) Verus Claims Services, LLC ("Verus") with respect to 8 asbestos personal injury trusts for which it processes claims; and (iii) Paddock Enterprises, LLC. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1.

Subpoenas Order, Aldrich's estimation expert, Bates White, created a matching key, ("Matching Key"). See Exhibit B, ¶6. The Matching Key is a comprehensive list derived from Aldrich's asbestos claims database of approximately 12,000 claimants who asserted mesothelioma claims against Aldrich or its predecessors, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) ("Ingersoll-Rand"), or Murray Boiler LLC's predecessor, the former Trane U.S. Inc. ("Old Trane") that were resolved by settlement or verdict and for whom the Debtors possess SSN, 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"). *Id.*

As envisioned in the Subpoenas Order, Aldrich has forwarded the Matching Key identifying the Claimants to DCPF. In turn, DCPF has compared the information in the Matching Key to historical records of persons who have made claims against the Trusts (the "Trusts Claimants"). If DCPF has records that a Claimant identified in the Matching Key has asserted a claim against any of the Trusts, DCPF has notified the Trust Claimants' counsel of record that the relevant Trust has received a subpoena from Aldrich.<sup>5</sup> The notice from the Trust shall state

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<sup>5</sup> The Bankruptcy Court in the Western District apparently has permitted service upon the law firms representing asbestos claimants to be deemed service upon the claimants themselves. See Subpoenas Order, ¶ 9.

that the data associated with the Trust Claimants will be produced if they do not file a motion to quash the subpoena in the court of compliance for the Trust 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. *Id.*, ¶9.

The Certain Matching Claimants have moved to quash the subpoena anonymously. Aldrich contends that the Certain Matching Claimants must appear in this action under their actual names. There are two significant reasons why the movants must proceed anonymously. First, *naming the claimants in the public record is expressly forbidden by the Subpoenas Order. See Subpoena Order, ¶13 (e).* Second, the personal data of the Certain Matching Claimants—including their identity—is *precisely the information that Aldrich is not entitled to, and which the Motion to Quash seeks to prevent.* Providing the names of the moving Certain Matching Claimants to Aldrich in the Motion to Quash would render the Motion a complete nullity.

## **ARGUMENT**

### **I. The Order forbids identification of the Matching Claimants.**

Paragraph 13(e) of the Order provides:

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

**Exhibit B** (emphasis added).

The term “Confidential Trust Data” is defined earlier in paragraph 13 as “[t]he Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases.” *Id.* There is no possible argument that the names of the Trusts Claimants are derived from the Matching Key as assembled by Aldrich's expert, Bates White. The Matching Key is a list of names of persons who have made claims against Aldrich or its predecessor. DCPF has compared the Matching Key to persons who have made claims against the Trusts and DCPF has created a subset of the Matching Key of those Claimants who appear on the Matching Key and also on list of Trusts Claimants.

For Aldrich to assert, with a straight face, that the names of the Trusts Claimants are not “a portion or extract” of the Matching Key, is utter folly. The Matching Key is the entire lynchpin of Aldrich's Subpoenas. Counsel is forbidden, under threat of contempt, to identify the names of the Certain Matching Claimants

in this Court or to place them on the public record. The Subpoenas Order simply cannot be read any other way.

**II. Even in the absence of the Subpoenas Order, Certain Matching Claimants have a right to proceed anonymously.**

Courts have traditionally allowed litigants to proceed anonymously when necessary to protect privacy and reputational interests. See, e.g., *Doe v. Provident Life and Acc. Ins. Co.*, [176 F.R.D. 464, 467](#) (E.D. Pa. 1997) (“... there exists private and public interests that favor the use of pseudonyms in litigation. For example, litigants may have a strong interest in protecting their privacy or avoiding physical harm.”); *Doe v. Von Eschenbach*, No. 06-2131 (RMC), [2007 WL 1848013](#), at \*1-2 (D.D.C. June 27, 2007) (“Pseudonymous litigation has been permitted where the issues are ‘matters of a sensitive and highly personal nature...’”); *Doe v. Frank*, [951 F.2d 320, 323](#) (11th Cir. 1992) (“A judge, therefore, should carefully review all the circumstances of a given case and then decide whether the customary practice of disclosing the plaintiff’s identity should yield to the plaintiff’s privacy concerns.”)

Further, Courts have permitted the use of pseudonyms in appropriate situations. See, e.g., *Doe v. Provident Life and Acc. Ins. Co.*, [176 F.R.D. 464](#) (E.D. Pa. 1997); *Doe v. Evans*, [202 F.R.D. 173](#) (E.D. Pa. 2001); *Doe v. United Behavioral Health*, [2010 WL 5173206](#) (E.D. Pa. 2010); *D.M v. County of Berks*, [929 F. Supp. 2d 390](#) (E.D. Pa. 2013).



In *Doe v. Megless*, 654 F.3d 404 (3d Cir. 2011), the United States Court of Appeals for the Third Circuit held that plaintiffs seeking to proceed under a pseudonym must show a reasonable fear of severe harm and established a balancing test to determine whether a plaintiff's reasonable fear outweighs the public's interest in an open litigation process.” *Id.* at 408-410. The *Megless* Court cited the following factors in favor of anonymity:

(1) the extent to which the identity of the litigant has been kept confidential; (2) the bases upon which disclosure is feared or sought to be avoided, and the substantiality of these bases; (3) the magnitude of the public interest in maintaining the confidentiality of the litigant's identity; (4) whether, because of the purely legal nature of the issues presented or otherwise, there is an atypically weak public interest in knowing the litigant's identities; (5) the undesirability of an outcome adverse to the pseudonymous party and attributable to his refusal to pursue the case at the price of being publicly identified; and (6) whether the party seeking to sue pseudonymously has legitimate ulterior motives.”

*Id.* at 409. See *Doe v. Provident Life and Acc. Ins. Co.*, 176 F.R.D. 464 (E.D. Pa. 1997).

Additionally, the Court cited the following factors disfavoring anonymity:

“(1) the universal level of public interest in access to the identities of litigants; (2) whether, because of the subject matter of this litigation, the status of the litigant as a public figure, or otherwise, there is a particularly strong interest in knowing the litigant's identities, beyond the public's interest which is normally obtained; and (3) whether the opposition to pseudonym by counsel, the public, or the press is illegitimately motivated.”

*Id.*

As evidenced below, Certain Matching Claimants have a reasonable fear of severe harm if prohibited from proceeding anonymously. Further, the Certain

Matching Claimants' privacy and reputational interests substantially outweigh the public's interest in disclosure of the identities of litigants.

Each of the *Megless* factors is considered below.

**A. The extent to which the identity of the litigant has been kept confidential.**

The Certain Matching Claimants have purposefully avoided disclosing their claims for mesothelioma to any persons beyond their immediate family, close friends, attorneys retained for counsel, and the Trusts to which they submitted claims. The Certain Matching Claimants have offered truthful information regarding the events giving rise to their claims. Other than these limited and necessary disclosures, the Certain Matching Claimants have made a conscious effort to protect his personal medical information by remaining anonymous.

Additionally, each trust distribution procedure (the "TDP") expressly provides that submissions to the Trust by the holders of the channeled asbestos claims (the Certain Matching 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. E.g., See Trusts' Motion to Quash, (D.I.1-3), **Exhibit B** (§6.5 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. *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 information submitted to it by the Trust Claimants when that information is sought by third parties for purposes other than determining whether the claims submitted to the Trust in question are valid and payable. *Id.*

For the Trusts to pay claims, Trust Claimants must provide comprehensive, confidential, sensitive personal information. See, Trusts’ Motion to Quash, (D.I. 1-4), Exhibit 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. *Id.* ¶¶9-19. The Trusts cannot access each other’s data through DCPF or otherwise, and DCPF never aggregates or commingles the data across Trusts. *Id.* ¶16-17.

Similarly, in *Doe v. Provident Life and Ace. Ins. Co.*, [176 F.R.D. 464](#) (E.D. Pa. 1997), the plaintiff affirmatively sought to maintain anonymous due to

sensitive nature of his disabilities, namely psychiatric disorders. The plaintiff disclosed the details of his cause of action only to his immediate family, legal counsel and physicians. *Id.* Accordingly, the Court allowed the plaintiff to proceed under a pseudonym. *Id.* at 470. Like the plaintiff in *Doe v. Provident Life and Ace. Ins.*, Certain Matching Claimants have sought to remain anonymous by disclosing the facts underlying their Trust claims only to his immediate family, close friends, and attorneys. Certain Matching Claimants' efforts to remain anonymous, coupled with the TDP provisions requiring privacy surrounding trust claims, weigh heavily in favor of allowing them to proceed anonymously.

Here, the movants seek only the protection of their sensitive personal and private data as described in the Motion to Quash. *See Certain Matching Claimants' Motion and Joinder to Quash or Modify Subpoenas*, (D.I. 13).<sup>6</sup>

**B. The bases upon which disclosure is feared or sought to be avoided, and the substantiality of these bases.**

Allowing the public to connect every one of the Certain Matching Claimants with both Aldrich and with each of the Trusts will result in a complete and utter evisceration of their privacy and will subject them to likely identity theft. Forcing the Certain Matching Claimants to subject themselves to the public dissemination of

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<sup>6</sup> This Court has recently considered the breadth of comparable subpoenas and determined that the subpoenas should be quashed. See *In re Bestwall, LLC*, Case No. 1:21-mc-00141 (D. Del. Jun. 1, 2021), Memorandum and Order Granting Motion of Third-Party Asbestos Trusts to Quash or Modify Subpoenas [D.I. 29 and 30]. This factor militates in favor of anonymity.

their identity is unduly burdensome and unnecessary. The risk of harm to the Certain Matching Claimants is real and substantial. The Subpoenas demonstrate Aldrich's scheme to combine extraordinarily sensitive, separately maintained claims files of the Trusts' claims files and pool them into a *single, consolidated* database. Aldrich's plan presents a myriad of confidentiality concerns, including: the dangers of data aggregation, the particular susceptibility of the Certain Matching Claimants, and a potential chilling effect on Congressionally-approved trust claims procedures.

The risk that such a merged database, once created, could be used in a manner detrimental to the privacy interests of movants, particularly if it is misappropriated or inadvertently disclosed (*e.g.*, because of a data breach), is profound. “[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). Aggregation of public data presents privacy and security concerns, because the “unrestrained power to assemble data that reveal private aspects of identity is susceptible to abuse.” *United States v. Jones*, [565 U.S. 400, 416](#) (2012) (Sotomayor, J., concurring); *see also U.S. Dep’t of Defense v. Fed. Labor Relations Auth.*, [510 U.S. 487, 500](#) (1994) (“An individual’s interest in controlling the dissemination of information regarding personal matters does not dissolve simply because that

information may be available to the public in some form.”); *Havemann v. Colvin*, 537 F. App’x 142, 147–48 (4th Cir. 2013) (recognizing privacy interest in nondisclosure of information, even if otherwise public, in a format that could be combined with other available data to identify specific individuals).

Centralizing the Certain Matching Claimants’ private data into a single database, regardless of security measures, creates a powerful analytical tool that may be abused to discern patterns and reveal insights about individual claimants on subjects unrelated to the subpoenaed purpose. The aggregation of this data puts more Trust data (in both the number of claimants and the amount of data per claimant) at risk of inadvertent disclosure or misappropriation and amplifies the potential consequences of a single data breach. The theft of a single file could compromise personal data concerning more than 12,000 people. Again, this factor weighs in favor of anonymity.

**C. The magnitude of the public interest in maintaining the confidentiality of the litigant's identity.**

In considering the magnitude of the public’s interest in maintaining the confidentiality of the Certain Matching Claimants’ identity, the Court should recognize that most mesothelioma victims are elderly widows and widowers, due to the historic nature of exposure to asbestos and the latency period of the disease. As such, they are particularly likely to be victims of identity theft.

According to the Department of Justice, seniors are “some of our nation’s most vulnerable citizens.” *See* U.S. DEP’T OF JUSTICE, “Elder Justice Initiative (EJI),” <https://www.justice.gov/elderjustice>. The Justice Department takes scams against seniors so seriously it has created a “Transnational Elder Fraud Strike Force,” which works to warn seniors of the myriad data dangers they face. *See* U.S. Dep’t of Justice, “Senior Scam Alert,” <https://www.justice.gov/elderjustice/senior-scam-alert>. In this era of runaway identity theft and data protection dangers—the Russian intelligence penetration of government and businesses via SolarWinds, the Colonial Pipeline hack, the Equifax data breach, etc.—forced disclosure and aggregation of thousands of seniors’ respective Social Security numbers, names, and birthdays will create a juicy target for malevolent actors. This factor clearly militates in favor of anonymity.

Courts have acknowledged a public interest in protecting the identities of parties when the issues involved are matters of a private, highly sensitive nature. *See D.M v. County of Berks*, [929 F. Supp. 2d 390](#) (E.D. Pa. 2013)(allegations of sexual abuse of a child is a highly sensitive issue); *Doe v. Hartford Life and Ace-Ins. Co.*, [237 F.R.D. 545, 550](#) (D.N.J. 2006) (plaintiff’s mental illness is a highly sensitive issue). The Court should also recognize that there are similar proceedings in this jurisdiction, i.e. *Bestwall*, where litigants are seeking to evade the confidential protections provided by the Trusts in furtherance of a scheme to relitigate thousand

of claims of matching claimants who settled with Georgia-Pacific, LLC to determine if any of them made claims of exposure to asbestos products that Bestwall does not see identified in their case files.

**D. Given the purely legal nature of the issues presented, there is an atypically weak public interest in knowing the litigant's identities.**

The fourth *Megless* factor – whether, given the purely legal nature of the issues presented, there is an atypically weak public interest in knowing the identity of the Certain Matching Claimants – inures to their benefit. There is an established general public interest in access to the identities of litigants. However, this public interest is present in all civil actions and does not outweigh the factors in support of anonymity if they are found to “tip in favor of plaintiff's use of a pseudonym.” *Doe v. Provident Life and Ace. Ins. Co.*, [176 F.R.D. at 469](#). As detailed above, the Certain Matching Claimants’ reasons for seeking to proceed under a pseudonym are legitimate, compelling, and outweigh any public interest in access to the identities of litigants articulated by Aldrich.

**E. The undesirability of an outcome adverse to the pseudonymous party and,**

**F. Whether the party seeking to sue pseudonymously has legitimate ulterior motives.**

The Certain Matching Claimants’ motion to proceed anonymously is filed in good faith based on their efforts to remain anonymous and the potential reputational consequences stemming the public dissemination of their claims filed with the



Trusts. As detailed above, the Certain Matching Claimants' reasons for seeking to proceed under a pseudonym are legitimate and compelling and outweigh any public interest in access to the identities of litigants.

Here, there is no prejudice to Aldrich whatsoever. The entire point of the motion to quash is to prevent exposure of the movants' personal information. If the Certain Matching Claimants prevail on their motion to quash, Aldrich will not be entitled to the identity of the movants. If the Certain Matching Claimants do not prevail on their motion to quash, and all appeals are denied, Aldrich will know exactly who the movants are when the Trusts provide the subpoenaed information.

Finally, a court in the Fourth Circuit has granted a motion to proceed anonymously on a motion to quash on this very ground. In *CineTel Films, Inc. v. Doe*, [853 F. Supp. 2d 545, 547](#), n.2 (D. Md. 2012), the court noted:

Defendant's motion to quash for the very purpose of protecting his/her identifying information, and motion to sever based on the nature of the plaintiff's underlying claims, should be allowed to proceed anonymously because assessing these preliminary matters without knowing defendants' identities causes plaintiff no harm. This is by no means a substantive finding that defendants have a cognizable right of privacy in their identifying subscriber information. Rather, it is a procedural decision allowing these early motions to proceed anonymously when there is little if any harm to the plaintiffs.

*See also Patrick Collins, Inc. v. Does 1-44*, (D. Md. April 12, 2012) [2012](#)

[U.S. Dist. LEXIS 47686, \\*1-3](#), n.2 [2012 WL 1144854](#) (same).

The fifth and sixth *Megless* factors supports anonymity: there is no prejudice whatsoever to Aldrich being precluded from knowing the identity of the movants at this juncture. Conversely, a lack of anonymity would spell irreversible prejudice to the Certain Matching Claimants, who seek to preserve the confidentiality of their information.

### **CONCLUSION**

This issue is an unnecessary distraction from the actual merits of the motion to quash. Although the Subpoenas Order preventing disclosure of the Certain Matching Claimants' identities is unmistakable in its prohibition, should the Court desire, counsel is prepared to provide the Court with the names of each of the Certain Matching Claimants *in camera*. For the foregoing reasons, the Certain Matching Claimants pray that the Court grant the motion to proceed anonymously, and such further relief as to the Court seems proper.

Dated: August 23, 2022

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*Counsel for Certain Matching Claimants*

**CERTIFICATE OF COMPLIANCE**

I hereby certify that this motion is in 14-point Times New Roman font and that it contains 4,111 words, excluding the case caption, signature block and this certification. I relied upon the word count of the word-processing system (Microsoft Word) used to prepare the filing.

Dated: August 23, 2022

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*Counsel for Certain Matching Claimants*

**CERTIFICATE PURSUANT TO LOCAL RULE 7.1.1**

I, Daniel K. Hogan, hereby certify pursuant to Local Rule 7.1.1 that a reasonable effort has been made to reach an agreement with Aldrich Pump LLC on the matters set forth in the Non-Party Certain Matching Claimants' Motion to Proceed Anonymously. An agreement was not reached, and Aldrich Pump LLC has indicated it will oppose the Motion.

Dated: August 23, 2022

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*Counsel for Certain Matching Claimants*

## EXHIBIT A

Law Firms to Certain Matching Claimants

1. Bailey Cowan Heckaman PLLC
2. Baron & Budd, P.C.
3. Belluck & Fox LLP
4. Bergman Draper Oslund Udo, PLLC
5. Bevan and Associates, LPA, Inc.
6. Brayton Purcell, LLP
7. Brown Kiely, LLP
8. Cooney & Conway, LLP
9. Cooper, Hart, Leggiero & Whitehead, PLLC
10. Dean Omar Branham Shirley, LLP
11. DuBose Law Firm, PLLC
12. Ferrell Law Group, PC/ James C. Ferrell, PC
13. Flint Cooper LLC
14. Foster & Sear LLP
15. Galihier DeRobertis & Waxman, LLP
16. George & Farinas, LLP
17. Goldberg Persky & White PC
18. Goldenberg, Heller & Antognoli P.C.
19. Harowitz & Tigerman, LLP
20. Hotze Runkle PLLC
21. Koonz, McKenney, Johnson & DePaolis, L.L.P.
22. Madeksho Law Firm
23. Maune Raichle Hartley French & Mudd, LLC
24. Motley Rice LLC
25. O'Brien Law Firm, P.C.
26. Odom Law Firm, PA
27. Patten, Wornom, Hatten, & Diamonstein, L.C.
28. Paul & Hanley LLP
29. Peter Angelos Law
30. Provost Umphrey Law Firm L.L.P.
31. Robins Cloud LLP
32. Shein Law Center, Ltd.
33. Shepard Law, P.C.
34. Shrader & Associates, LLP
35. Simmons Hanly Conroy
36. Simon Greenstone Panatier, PC

37. SWMW Law, LLC
38. The Ferraro Law Firm
39. The Gori Law Firm, P.C.
40. The Hoffman Law Firm
41. The Lanier Law Firm
42. The Lipman Law Firm
43. The Wartnick Law Firm
44. Thornton Law Firm LLP
45. Trine & Metcalf, PC
46. Wallace and Graham, P.A.
47. Waters & Kraus, LLP
48. Weitz & Luxenberg P.C.
49. Wilentz, Goldman & Spitzer P.A.
50. Williams, Hart & Boundas, LLP
51. Wise & Julian P.C.
52. Worthington & Caron, P.C.

**Exhibit B**

**Subpoena**



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: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. 1240) (the "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).

**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.*

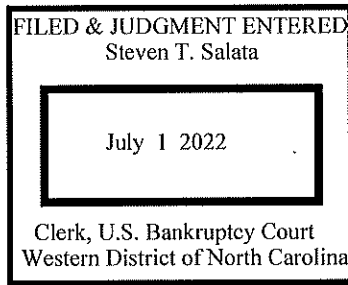
(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:


- (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.



  
J. Craig Whitley  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re	:	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
Debtors.	:	(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"),<sup>2</sup> 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

<sup>1</sup> 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.

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



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”):<sup>3</sup>
  - (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);

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<sup>3</sup> 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”<sup>4</sup> 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”):<sup>5</sup>
- (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.

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<sup>4</sup> 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.

<sup>5</sup> 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,<sup>6</sup> 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

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<sup>6</sup> 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.



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

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 Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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<sup>7</sup> 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,<sup>8</sup> 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);

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<sup>8</sup> 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,<sup>9</sup> 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

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<sup>9</sup> 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.

**ACKNOWLEDGEMENT**

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.

**ACKNOWLEDGEMENT**

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: \_\_\_\_\_

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

IN RE:	)	Misc. No. 22–mc–00308–CFC
	)	
ALDRICH PUMP LLC, et al.,	)	Underlying Case: 20-BK-30608
	)	(U.S. Bankr. W.D.N.C.)
Debtors.	)	

**[PROPOSED] ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, upon consideration of the Non-Party Certain Matching Claimants’ Motion to Proceed Anonymously (the “Motion”) served on Aldrich Pump LLC, the Trusts and the Delaware Claims Processing Facility, and any response thereto, it is hereby ORDERED the Motion is GRANTED.

BY THE COURT:

\_\_\_\_\_  
The Honorable Colm F. Connolly, USDJ.



**CERTIFICATE OF SERVICE**

This is to certify that on August 23, 2022, I caused a true and correct copy of the foregoing Non-Party Certain Matching Claimants' Motion to Proceed Anonymously to be delivered electronically and/or by USPS mail on the following:

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Kelly E. Farnan (#4395)  
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Personal Injury Settlement Trust;  
WRG Asbestos PI Trust; Federal-  
Mogul Asbestos Personal Injury  
Trust; Babcock & Wilcox Company  
Asbestos PI Trust; United States  
Gypsum Asbestos Personal Injury  
Settlement Trust; And  
Owens Corning/Fibreboard Asbestos  
Personal Injury Trust*

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

In re:	)	Misc. No. 22-mc-00308-CFC
	)	
ALDRICH PUMP LLC, et al.,	)	Underlying Case: 20-BK-30608
	)	(U.S. Bankr. W.D.N.C.)
Debtors.	)	

**KAZAN MCCLAIN MATCHING CLAIMANTS' MOTION TO QUASH  
AND JOINDERS IN THIRD PARTY ASBESTOS TRUSTS' AND  
DELAWARE CLAIMS PROCESSING FACILITY, LLC'S MOTIONS TO  
QUASH OR MODIFY SUBPOENAS**

The Matching Claimants represented by the firm of Kazan, McClain, Satterley & Greenwood, PLC (“Kazan McClain Matching Claimants” or “Matching Claimants”), by and through their undersigned counsel, hereby submit this motion to quash and joinders in (i) the *Third-Party Asbestos Trusts’ Motion to Quash or Modify Subpoenas* (“Motion to Quash”) (D.I. 1),<sup>1</sup> and (ii) the *Delaware Claims*

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<sup>1</sup> The ten Trusts which filed the Motion to Quash are as follows:

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

*Processing Facility, LLC's (I) Motion to Modify Subpoena and (II) Joinder (D.I. 3).*

In support of this motion and joinder, the Kazan McClain Matching Claimants respectfully state as follows:

1. The Kazan McClain Matching Claimants are victims (or their family members) of exposure to asbestos-containing products who have contracted mesothelioma or other serious diseases. They are represented by the Kazan McClain firm based in Oakland, California.

2. Each of the Kazan McClain Matching Claimants sued Aldrich Pump LLC or Murray Boiler LLC or their historical predecessors<sup>2</sup> (collectively hereinafter, "Aldrich") in state court, entered into a settlement agreement with Aldrich to resolve the state court litigation, and signed a release of claims asserted against Aldrich in exchange for payment of an agreed settlement amount. Each of the settlements between Aldrich and the Kazan McClain Matching Claimants were fully consummated prior to the commencement of Aldrich's bankruptcy case.

3. In addition to filing lawsuits in connection with its representation of asbestos victims, Kazan McClain regularly submits claims on behalf of its clients to asbestos trusts that have been created in bankruptcy cases, following the confirmation of a plan, where the debtor is a company that faced mass tort liabilities

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<sup>2</sup> Aldrich Pump, LLC's historical predecessor is the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company ("Ingersoll-Rand"). Murray Boiler's predecessor is the former Trane U.S. Inc.

for harm caused by exposure to asbestos-containing materials.

4. The plans in these cases channel all claims against the debtor arising from asbestos exposure to a trust established pursuant to section 524(g) of the Bankruptcy Code. In order to receive any compensation for their claims against these debtors, victims must submit claims to the trust. The procedures for submitting claims to the trusts and for the trusts to distribute payment on submitted claims are set forth in the trust distribution procedures (“TDP”) adopted and implemented by each trust. The trusts are generally established by a trust agreement and managed by court-approved Trustees who in turn are advised by a Future Claims Representative and a Trust Advisory Committee.

5. Each of the Kazan McClain Matching Claimants submitted claim(s) to one or more of the ten trusts identified in footnote 1 above (the “Trusts”), which Trusts jointly filed the Motion to Quash. On July 22, 2022, the Delaware Claims Processing Facility (“DCPF”) sent an e-mail notice to the Kazan McClain firm indicating that it had been served with subpoenas issued by Aldrich seeking the release of information provided by trust claimants represented by Kazan McClain to these Trusts, as detailed in the subpoenas. A copy of the e-mail notice from DCPF is attached as Exhibit A.

6. In the aggregate, the subpoenas seek claim information for claims that have been submitted to the trusts by at least 46 Kazan McClain Matching Claimants.<sup>3</sup>

7. Each of the TDP's adopted by the Trusts contain provisions providing for the confidential treatment of the information submitted by claimants. The Kazan McClain Matching Claimants relied on these confidentiality provisions in submitting their claims to these Trusts.

8. The notice from the DCPF stated that Motions to Quash by Matching Claimants may be filed on or before August 23, 2022.

9. The background regarding the confidential information possessed by the Trusts, the confidentiality provisions of the TDP's, this Court's prior restrictions pertaining to the release of any information by the Trusts pursuant to third-party subpoenas in *Bestwall*, and the issuance of the subpoenas at issue in this case to the Trusts by Aldrich is contained in the Trusts' Motion to Quash at pages 4 to 11 (and the exhibits referenced therein), which the Kazan McClain Matching Claimants adopt and incorporate herein for purposes of their motion to quash.

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<sup>3</sup> This motion to quash is submitted on behalf of these 46 claimants, whose names are being kept confidential, as permitted by the *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* dated July 1, 2022 (the "Order Authorizing Subpoenas"), entered in Aldrich's bankruptcy case and which gave rise to the subpoenas, at paragraph 13(e).

**Motion to Quash**

10. The Kazan McClain Matching Claimants have a protectible interest in the confidential information submitted to the Trusts in connection with their claims. The information was submitted in reliance on to the confidentiality requirements and protections imposed by the Trusts' TDP's. The claims asserted against Aldrich's predecessors by the Kazan McClain Matching Claimants have long since been resolved, and the Kazan McClain Matching Claimants object to the production to Aldrich by the Trusts of any information they provided to the Trusts in connection with pursuing claims against other entities, for use by Aldrich in assessing or defending claims brought by other persons, or for any other purpose. To the extent that the Bankruptcy Court has determined that confidential information possessed by the Trusts is relevant to issues pending in Aldrich's pending bankruptcy cases, and this Court determines that any information is producible notwithstanding the confidentiality concerns raised herein, the information should only be produced on a fully anonymous basis and as narrowly as possible to address the relevant need for the information.

11. At a minimum, the information permitted to be produced should be limited to the restrictions set forth in this Court's Order in *In re Bestwall LLC*, Misc. No. 21-141 (CFC), dated June 17, 2021, (D.I. 33) at paragraph 2. [Order Attached as Exhibit B]. Applied to this case, that Order would limit the production of Trust

Claimants' data by the Trusts to (i) a random sample of no more than 10% of the 12,000 mesothelioma victims at issue, (ii) with such data to be anonymized by the Delaware Claims Processing Facility or a neutral third party, and (iii) with any further protections consistent with the Delaware Bankruptcy Court's decision in *In re Owens Corning*, 560 B.R. 229 (Bankr. D. Del. 2016) (the "Access Decision").

### **ARGUMENT**

12. A district court where subpoena compliance is required "must quash or modify" a subpoena that [1] requires disclosure of privileged or other protected matter,<sup>4</sup> or [2] subjects a person to undue burden. FED. R. CIV. P. 45(d)(3)(A)(iii)–(iv). Any person with a right or privilege in subpoenaed information can challenge the subpoena. *Singletary v. Sterling Transport Co., Inc.*, 289 F.R.D. 237, 239 (E.D. Va. 2012), *quoting U.S. v. Idema*, 118 F. App'x 740, 744 (4th Cir. 2005); *Thomas v. Marina Assocs.*, 202 F.R.D. 433, 434 (E.D. Pa. 2001); WRIGHT & MILLER, FED. PRACTICE & PROCEDURE § 2463.1 (3d ed. 2016). Federal courts recognize a personal right in records "likely to contain highly personal and confidential information" like Social Security numbers, legally confidential medical records, personal financial information and family member information. *Singletary*, 289 F.R.D. at 240; *accord Barrington v. Mortgage ID, Inc.*, 2007 WL 4370647, at \*2 (S.D. Fla. 2007);

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<sup>4</sup> The Rule does allow for situations where a privilege is waived or an exception exists, FED. R. CIV. P. 45(d)(3)(A)(iii), but there are no waivers or privilege exceptions here.

*Richards v. Convergys Corp.*, [2007 WL 474012](#), at \*1 (D. Utah 2007); *Beach v. City of Olathe*, [2001 WL 1098032](#), at \*1 (D. Kan. 2001).

13. As with all civil discovery, the scope of a subpoena is limited by proportionality principles. [FED. R. CIV. P. 26\(b\)\(1\)](#); *Virginia Dep't of Corrs. v. Jordan*, [921 F.3d 180, 188](#) (4th Cir. 2019); *In re Schaefer*, [331 F.R.D. 603, 607–08](#) (W.D. Pa. 2019). Where a subpoena targets a nonparty, courts apply a “more demanding variant of the proportionality analysis.” *Jordan*, [921 F.3d at 189](#). A potential invasion of privacy—in itself grounds to quash under Rule 45(d)(3)(A)(iii)—also affects whether a burden is “undue.” *Id.*

14. Pursuant to Rule 45(d)(3)(A)(iii), and as made clear by the *Bestwall Memorandum* (D.I. 29 and *Order* (D.I.33)), there are baseline protections with which subpoenas seeking confidential and sensitive Trust Claimant data must comply. This Court in *Bestwall* held that, in the face of a stated need for the use of the confidential information held by the Trusts in an estimation proceeding in *Bestwall*’s bankruptcy cases, the subpoenas requesting such information must 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.” *Bestwall* June 17, 2021 Order (D.I. 33).

15. Additional grounds also exist 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); *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”); *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.”).

16. The Court must quash (or modify) the Aldrich Subpoenas because it foists an undue burden onto the Matching Claimants through the proposed production of their confidential information. Aldrich has not and cannot make the required showing of need necessary to outweigh the significant confidentiality concerns arising from the information sought through the subpoenas. Aldrich has also not restricted the information requested by the subpoenas to the nature and form of disclosure of claimant information that this Court previously determined was warranted in *Bestwall*.

**A. The Disproportionately Undue Burden**

17. Federal law categorically recognizes that a subpoena that subjects “a person” to undue burden “must” be quashed or modified. FED. R. CIV. P. 45(d)(3)(A)(iv). Independently, a subpoena that requires disclosure of “protected matter” like social security numbers, full name, and family information “must” be quashed or modified. Fed. R. Civ. P. 45(d)(3)(A)(iii).

18. Rule 45 works in tandem with Rule 26’s proportionality requirement, and the substantive bases for denying discovery are similar. *Mannington Mills, Inc. v. Armstrong World Indus., Inc.*, 203 F.R.D. 525, 529 (D. Del. 2002). A court balancing undue hardship against the need for requested information may consider the relevance of the materials, the requesting party’s need for the information, the confidentiality of the information sought, the breadth of the request, the recipient’s nonparty status, and the burden imposed. *Id.*; *In re Schaefer*, 331 F.R.D. 603, 608–09 (W.D. Pa. 2019).

19. Even if the information sought is relevant, discovery is not allowed where no need is shown, or where compliance is unduly burdensome, or where the potential harm caused by production outweighs the benefit. *Id.*, citing *Micro Motion Inc. v. Kane Steel Co., Inc.*, 894 F.2d 1318, 1323 (Fed. Cir. 1990). The burdens of a subpoena are not only financial; for example, “a subpoena may impose a burden by invading privacy or confidentiality interests.” *Jordan*, 921 F.3d at 189; see also *In*

*re Schaefer*, [331 F.R.D. at 609](#) (undue burden and the requesting party's need for information are issues that can dovetail).

**B. The Matching Claimants' Significant Confidentiality Concerns**

20. The Trusts' Motion to Quash (D.I. 1), which the Kazan Firm Matching Claimants join, recounts many of the data security and confidentiality concerns inherent in Aldrich's demand for information through the subpoenas. In particular, the requirement that information be produced by the Trusts in electronic searchable-text format will permit Aldrich to create a consolidated single database incorporating additional information available from other sources to create a single consolidated Trust Claimant information clearinghouse. [Motion to Quash, pp. 17-18]. The ability to incorporate outside information and to aggregate data heightens the risk that the individual claimants' identities may be discernible, especially if Bates White is permitted to create and hold a matching key. [Motion to Quash, pp. 20-21]. This heightens the risks to the Matching Claimants that the potential theft or inadvertent disclosure of the confidential information poses.

21. The theft or inadvertent disclosure of personal identifying information will make the Matching Claimants targets for identify theft or financial fraud. The theft or inadvertent disclosure of information pertaining to funds received by Matching Claimants through settlements may make them the targets of financial schemes, both on-line and through persons they may be familiar with. In addition,

the production to Aldrich of any settlement information which can be linked to individual claimants, whether it ever becomes publicly disclosed or not, may negatively impact the Matching Claimants and their families, who believed that with the resolution of their lawsuits years ago, they could move on with their lives and attempt to put these matters behind them.

22. In light of the heavy concerns inherent in the confidential information it seeks, Aldrich's efforts to obtain the information warrant heightened review. The *Order Authorizing Subpoenas* governing the terms of production sought under the subpoenas inadequately protect claimant information from misuse, and any penalties for its dissemination, inadvertent or otherwise, are inadequate.

**C. Aldrich's Purported "Need" for the Data is met by Bestwall's Sampling and Anonymity Limitations.**

23. Aldrich has failed to show that the sweep of confidential information sought pursuant to the subpoenas is proportional to its purported needs. The Aldrich Subpoenas contain no sampling requirement as required by *Bestwall*. Rather, it seeks the confidential data of all 12,000 Trust Claimants who resolved mesothelioma claims against Aldrich's predecessors prior to its bankruptcy and also filed a claim against one or more of the Trusts. Aldrich's Subpoenas also inappropriately incorporate an "anonymization" scheme that permits Aldrich's consultant to aggregate the Trust Claimant data post-production with data from Aldrich's database and other sources into a single, consolidated clearinghouse while holding a matching

key that de-anonymizes the data. [Motion to Quash, pp. 16-17]. Aldrich's consultant, Bates White, is currently involved as a consultant in a similar capacity in three other pending asbestos-related bankruptcy cases, increasing the risk that data produced by the Trusts could be used beyond the Aldrich case or shared with non-parties.

24. The Trusts' Motion to Quash demonstrates that Aldrich's purported need for the claimant's data possessed by the Trusts is adequately met by providing data from a random sample of no more than 10% of the claimants at issue. [Motion to Quash, pp. 15-16]. With its expert having previously acknowledged that a 10% sample is adequate, Aldrich is unable to demonstrate that the burden and risks imposed by its request for confidential information of 100% of the Matching Claimants is necessary or appropriate. Similarly, Aldrich is unable to demonstrate that the analysis of sample claims it will purport to undertake cannot be done on a fully anonymized basis. [Motion to Quash, pp. 20-21].

25. The Trusts were not created as an information clearinghouse for potential bankruptcy petitioners. It is up to Aldrich, as the party seeking confidential and settlement-related information, to make a well-tailored, particularized showing of relevance before that information is produced. *See Ford Motor Co.*, [257 F.R.D. at 423](#) (parties seeking to discover settlement communications must make a "heightened, more particularized showing of relevance"); *Mannington Mills, Inc.*,

206 F.R.D. at 529 (confidentiality concerns must be balanced against relevance and need under the interrelated Rule 26 / Rule 45 analysis).

26. Because Aldrich cannot make the heightened showing of relevance and need required to demand information beyond a fully-anonymized 10% sampling of confidential information from Trust Claimants, the Court should quash the Aldrich Subpoenas. It bears noting that Aldrich likely could not get the information they seek from the Trusts directly from the Matching Claimants themselves, which argues further in favor of quashing the subpoenas outright or significantly restricting the information permitted to be provided thereto.

### **JOINDER**

27. The Kazan McClain Matching Claimants join in the remaining arguments set forth in the Trusts' and the DCPF's Motions to Quash (D.I. 1, 3) and any reply in support of the Motions to Quash filed by the Trusts or DCPF, and request that the Court grant the relief requested therein, by quashing the subpoenas in their entirety or at minimum (i) limiting the claims information provided by the Trusts to a 10% random sample of claims, and (ii) by having a neutral third party anonymize any data produced before it is produced.

*~ Remainder of Page left blank ~*

**CONCLUSION**

**WHEREFORE**, for the reasons set forth herein, the Kazan McClain Matching Claimants respectfully request that the Court grant the Motion to Quash, and for such other and further relief as is just and proper.

Date: August 23, 2022

**SULLIVAN • HAZELTINE • ALLINSON LLC**

/s/ William D. Sullivan

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*Attorneys for the Kazan McClain Matching  
Claimants*

**CERTIFICATE OF COMPLIANCE**

I hereby certify that this joinder is in 14-point Times New Roman font and that it contains 2,894 words, excluding the case caption and signature block. I relied upon the word count of the word-processing system (Microsoft Word) used to prepare the filing.

Date: August 23, 2022

/s/ William D. Sullivan

William D. Sullivan (No. 2820)



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

In re: ) Misc. No. 22-mc-00308-CFC  
)  
ALDRICH PUMP LLC, *et al.*, ) Underlying Case: 20-BK-30608  
) (U.S. Bankr. W.D.N.C.)  
Debtors. )

**[PROPOSED] ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, upon consideration of the *Kazan McClain Matching Claimants' Motion to Quash and Joinders in Third Party Asbestos Trusts' and Delaware Claims Processing Facility, LLC's Motions to Quash or Modify Subpoenas* (the "Motion") served on Aldrich Pump LLC, the Trusts and the Delaware Claims Processing Facility, and any response thereto, it is hereby ORDERED the Motion is GRANTED;

It is FURTHER ORDERED that the subpoenas seeking the production of documents from the Trusts and the DCPF are QUASHED.

---

The Honorable Colm F. Connolly  
United States District Judge

# Exhibit A

**From:** May Wong <mwong@kazanlaw.com>  
**Sent:** Friday, July 22, 2022 9:53 AM  
**To:** Steven Kazan; Heather Ehmke  
**Cc:** Matthew L. Thiel  
**Subject:** FW: Notice concerning Aldrich Pump Subpoena for Production of Claim Data  
**Attachments:** DCPF Subpoena - In re Aldrich Pump LLC.pdf; HW\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; OC\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; PCC\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; T&N\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; USG\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; WRG\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; AWI\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; B&W\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; CEL\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; FB\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; FLX\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf; HAL\_1234\_KAZAN, MCCLAIN, SATTERLEY & GREENWOOD, PLC.pdf

---

**From:** Mary Ellen Nickel\_DCPF <maryellennickel\_dcpf@delcpf.com>  
**Sent:** Friday, July 22, 2022 6:27 AM  
**To:** May Wong <mwong@kazanlaw.com>  
**Subject:** Notice concerning Aldrich Pump Subpoena for Production of Claim Data



**PLEASE CONFIRM RECEIPT**

You are receiving this notice because the trusts listed below (collectively, the “Trusts”) received subpoenas for information regarding a claim, or claims, that your client(s) filed with one or more of the following Trusts:

- Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Celotex Asbestos Settlement Trust
- DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
- Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferado)
- Flintkote Asbestos Trust

- Owens Corning/Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
- The Pittsburgh Corning Corporation Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- WRG Asbestos PI Trust

Specifically, Aldrich Pump LLC, et al. (“Aldrich Pump”) issued a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding) to each Trust, seeking information regarding claims filed with the Trust. Aldrich Pump served a substantially similar subpoena on the Delaware Claims Processing Facility (“DCPF”) (collectively, the “Subpoenas”). A representative copy is attached hereto.

The Subpoenas include a copy of the Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (“Order”) issued by Judge J. Craig Whitley on July 1, 2022 in In re: Aldrich Pump LLC, et al., 20-30608 (Bankr. W.D.N.C.). Each claimant on the attached list represented by your law firm has been identified as a “Trust Matching Claimant” as defined in the Order.

Pursuant to Paragraph 9 of the Order, Trust Matching Claimants have an opportunity to file a motion to quash the Subpoenas in the court of compliance for the Trust Producing Party (as defined in the Order). **The deadline in the Order for filing a motion to quash is August 23, 2022**, which is the 49th day following the July 5, 2022 Service Date of the Subpoenas. If a motion to quash is filed by any Trust Matching Claimant on or before August 23, 2022, the Trusts and DCPF will stay production of any data and information relating to that Trust Matching Claimant until such motion is resolved. The Trusts anticipate filing a motion to quash the Subpoenas in the United States District Court for the District of Delaware on or before July 25, 2022.

Failure of a Trust Matching Claimant to file a motion to quash by August 23, 2022 may result in the waiver of any and all objections to the production of data specified in Paragraph 10 of the Order relating to the Trust Matching Claimant(s) on the attached list(s). Specifically, Paragraph 9 of the Order provides that unless a Trust Matching Claimant files a timely motion to quash in the court of compliance for the Trust Producing Party, the Trust Producing Party shall produce the data described in paragraph 10 related to the Trust Matching Claimant on or before the applicable production date, which is August 30, 2022 for the Trust Matching Claimant(s) on the attached list(s).

Should you or any claimant(s) you represent identified on the attached list(s) move to quash the Subpoenas or seek other judicial relief, please send your file-stamped motions to quash to Mary Ellen Nickel at [maryellennickel\\_dcpf@dcpf.com](mailto:maryellennickel_dcpf@dcpf.com) as promptly as possible. Please also promptly notify Ms. Nickel should any such motion(s) be denied.

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain nonpublic, confidential, private, restricted, and/or legally privileged information that is protected under state and/or federal law. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, or the person responsible for delivery of this message to such person, please contact the sender by reply e-mail and destroy all copies of the original message.

# Exhibit B

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

IN RE BESTWALL LLC, : Underlying Case No.  
: 17-BK-31795 (LTB)  
Debtor. : (U.S. Bankruptcy Court for the  
: Western District of North Carolina)  
: :  
: Misc. No. 21-141 (CFC)

---

**ORDER**

WHEREAS, on April 19, 2021, the Third Party Asbestos Trusts filed their Motion to Quash or Modify or Subpoenas (D.I. 1) (“Motion to Quash”) issued by Bestwall, LLC;

WHEREAS, on June 1, 2021, the Court issued its Memorandum (D.I. 29) and Order (D.I. 30), granting the Motion to Quash “without prejudice to Bestwall’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,” *In re Owens Corning*, 560 B.R. 229 (Bankr. D. Del. 2016);

WHEREAS, on June 1, 2021, the Court held a teleconference directing the parties to work together to reach an agreement on the parameters of revised subpoenas;

WHEREAS the parties assert competing interpretations of the Court’s prior Order, and an agreement on the parameters of revised subpoenas was not reached;

WHEREAS, Bestwall LLC has filed an Emergency Motion in the U.S.

Bankruptcy Court the Western District of North Carolina, seeking issuance of revised subpoenas, which Third Party Asbestos Trusts would again seek to quash;

WHEREAS hearing on the Emergency Motion is tentatively scheduled for June 23, 2021;

WHEREAS, on June 16, 2021, the Third Party Asbestos Trusts filed a Request for Clarification (D.I. 31), on an expedited basis, of the Court's prior Order, on the basis of the parties' competing interpretations of the Order, and Bestwall, LLC filed a letter response (D.I. 32); and

WHEREAS the Court believes that the language of its prior Order is clear, but in order to avoid further unnecessary litigation, it is HEREBY ORDERED THAT:

1. The Motion for Clarification (D.I. 31) is GRANTED.
2. Any revised subpoena by Bestwall, LLC 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.

Entered this 17<sup>th</sup> day of June, 2021.

  
UNITED STATES DISTRICT JUDGE



**CERTIFICATE OF SERVICE**

This is to certify that on August 23, 2022, a true and correct copy of the foregoing *Kazan McClain Matching Claimants' Motion to Quash and Joinders in Third Party Asbestos Trusts' and Delaware Claims Processing Facility, LLC's Motions to Quash or Modify Subpoenas* was electronically filed and served via CM/ECF.

Date: August 23, 2022

/s/ William D. Sullivan  
William D. Sullivan (No. 2820)

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

IN RE:	)	Misc. No. 22-308-CFC
	)	
ALDRICH PUMP LLC, <i>et al.</i> ,	)	Underlying Case No. 20-30608
	)	(JCW)
Debtors.	)	(U.S. Bankruptcy Court for the
	)	Western District of North Carolina)

**THIRD-PARTY ASBESTOS TRUSTS’  
NOTICE OF WITHDRAWAL OF MOTION TO STAY**

The ten asbestos settlement trusts identified below<sup>1</sup> (the “Trusts”) moved for a stay pending a decision by the Third Circuit in *In re Bestwall*, No. 21-141. The Third Circuit rendered its decision on August 24, 2022. Therefore, the Trusts, by and through their undersigned counsel, respectfully withdraw their Motion to Stay (D.I. 9).<sup>2</sup>

---

<sup>1</sup> 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.

<sup>2</sup> The Trusts’ Motion to Quash or Modify Subpoenas (D.I. 1) remains pending. The Third Circuit’s decision did not address the substantive issues raised in that motion. Instead, the decision turned on procedural facts not present in this matter – the

Date: August 26, 2022

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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*

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Delaware Claims Processing Facility's appearance and objection in the Bankruptcy Court.

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

IN RE:	}	
	}	C.A. No. 22-mc-308-CFC
ALDRICH PUMP LLC, et al.,	}	
	}	Underlying Case No. 20-30608 (JCW)
Debtors.	}	(U.S. Bankruptcy Court Western District of North Carolina)

**ALDRICH PUMP LLC AND MURRAY BOILER LLC’S MOTION TO  
TRANSFER SUBPOENA-RELATED MOTIONS TO THE ISSUING  
COURT, THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF NORTH CAROLINA**

Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”) (collectively, the “Debtors”) hereby move this Court for an Order, in the form attached hereto, pursuant to [Federal Rule of Civil Procedure 45\(f\)](#), transferring the following five subpoena-related motions to the issuing court, the United States Bankruptcy Court for the Western District of North Carolina, Charlotte Division:

1. Third-Party Asbestos Trusts’ Motion to Quash or Modify Subpoenas, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. July 25, 2022) [D.I. 1];<sup>1</sup>

---

<sup>1</sup> That motion is filed on behalf of the following ten trusts: (1) Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust; (2) the Babcock & Wilcox Company Asbestos PI Trust; (3) Celotex Asbestos Settlement Trust; (4) DII Industries, LLC Asbestos PI Trust; (5) Federal-Mogul Asbestos Personal Injury Trust; (6) Flintkote Asbestos Trust; (7) Owens Corning / Fibreboard Asbestos Personal Injury Trust; (8) Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust; (9) United States Gypsum Asbestos Personal Injury Settlement Trust; and (10) WRG Asbestos PI Trust.

2. Delaware Claims Processing Facility, LLC's (I) Motion to Quash or Modify Subpoena and (II) Joinder, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. July 26, 2022) [D.I. 3];

3. Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 13];

4. Non-Party Certain Matching Claimants' Motion to Proceed Anonymously, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 14]; and

5. Kazan McClain Matching Claimants' Motion to Quash and Joinders in Third Party Asbestos Trusts' and Delaware Claims Processing Facility, LLC's Motions to Quash or Modify Subpoenas, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 15].

The grounds for this Motion are set forth fully in the accompanying (i) Debtors' Opening Brief, and (ii) the August 31, 2022 Declaration of Debtors' Delaware counsel, Kelly E. Farnan.

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Dated: August 31, 2022

/s/ Kelly E. Farnan

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*Attorneys for Aldrich Pump LLC and  
Murray Boiler LLC*

**LOCAL CIVIL RULE 7.1.1 CERTIFICATION**

The undersigned counsel for Aldrich Pump LLC and Murray Boiler LLC certifies that on August 25, 2022 Delaware counsel for the Debtors communicated orally with Delaware counsel for the Third-Party Trusts as part of a reasonable effort to reach agreement on the matters set forth in the Motion to Transfer, but no agreement could be reached.

The undersigned counsel for Aldrich Pump LLC and Murray Boiler LLC certifies that on August 26, 2022 Delaware counsel for the Debtors communicated via email with Delaware counsel for the Delaware Claims Processing Facility, LLC as part of a reasonable effort to reach agreement on the matters set forth in the Motion to Transfer, but no agreement could be reached.

The undersigned counsel for Aldrich Pump LLC and Murray Boiler LLC certifies that on August 31, 2022 Delaware counsel for the Debtors communicated orally with Delaware counsel for the Certain Matching Claimants and the Kazan McClain Matching Claimants as part of a reasonable effort to reach agreement on the matters set forth in the Motion to Transfer, but no agreement could be reached.

Dated: August 31, 2022

/s/ Kelly E. Farnan  
Kelly E. Farnan (#4395)

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

IN RE:

ALDRICH PUMP LLC, et al.,  
Debtors.

) C.A. No. 22-mc-308-CFC  
)  
) Underlying Case No. 20-30608 (JCW)  
) (U.S. Bankruptcy Court Western  
) District of North Carolina)  
)

**[PROPOSED] ORDER GRANTING ALDRICH PUMP LLC AND MURRAY  
BOILER LLC'S MOTION TO TRANSFER SUBPOENA-RELATED  
MOTIONS TO THE ISSUING COURT, THE UNITED STATES  
BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF NORTH  
CAROLINA**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, this matter having come  
before the Court on Aldrich Pump LLC and Murray Boiler LLC's Motion to  
Transfer Subpoena-Related Motions to the Issuing Court, the United States  
Bankruptcy Court for the Western District of North Carolina [D.I. \_\_\_\_] (the  
"Motion"); the Court having reviewed the Motion and any objection, responses, and  
replies with respect thereto;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The proceedings related to Third-Party Asbestos Trusts' Motion to  
Quash or Modify Subpoenas, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-  
CFC (D. Del. July 25, 2022) [D.I. 1], Delaware Claims Processing Facility, LLC's  
(I) Motion to Quash or Modify Subpoena and (II) Joinder, *In re Aldrich Pump LLC,  
et al.*, No. 1:22-mc-00308-CFC (D. Del. July 26, 2022) [D.I. 3], Non-Party Certain



Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 13], Non-Party Certain Matching Claimants' Motion to Proceed Anonymously, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 14], and Kazan McClain Matching Claimants' Motion to Quash and Joinders in Third Party Asbestos Trusts' and Delaware Claims Processing Facility, LLC's Motions to Quash or Modify Subpoenas, *In re Aldrich Pump LLC, et al.*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 15] are hereby transferred to the Bankruptcy Court for the Western District of North Carolina.

Dated: August 31, 2022

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Chief United States District Judge

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

IN RE:

ALDRICH PUMP LLC, et al.,  
  
Debtors.

)  
) C.A. No. 22-mc-308-CFC  
)  
) Underlying Case No. 20-30608 (JCW)  
) (U.S. Bankruptcy Court Western  
) District of North Carolina)  
)

**ALDRICH PUMP LLC AND MURRAY BOILER LLC'S  
OPENING BRIEF IN SUPPORT OF THEIR MOTION TO TRANSFER  
SUBPOENA-RELATED MOTIONS TO THE ISSUING COURT, THE  
UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF NORTH CAROLINA**

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Dated: August 31, 2022

## **TABLE OF CONTENTS**

	<b>Page</b>
TABLE OF AUTHORITIES .....	ii
PRELIMINARY STATEMENT .....	1
RELEVANT FACTUAL BACKGROUND.....	3
A.    The Debtors’ Chapter 11 Bankruptcy Cases .....	3
B.    The Debtors’ Bankruptcy Court Motion .....	5
C.    The Bankruptcy Court Overruled the Objections and Authorized Service of the Subpoenas .....	7
D.    The Subpoenas and DCPF’s, the Trusts’ and the Matching Claimants’ Motions .....	9
E.    The Third Circuit’s <i>In re Bestwall</i> Decision .....	10
ARGUMENT .....	12
A.    Transferring This Action Is Necessary to Avoid the Risk of Inconsistent Rulings .....	14
B.    Judicial Economy Favors Transferring this Proceeding .....	17
C.    The Exceptional Circumstances Outweigh DCPF’s, the Trusts’ and the Matching Claimants’ Interest in a Local Resolution.....	18
CONCLUSION .....	19

## **TABLE OF AUTHORITIES**

	<b>Page</b>
<b>CASES</b>	
<i>Aldrich Pump LLC v. Paddock Enterprises, LLC</i> , No. 22-mc-51346-GAD-JJCG (E.D. Mich. 2022) .....	10
<i>Bell v. ATH Holding Co., LLC</i> , Misc. No. 18-148, <a href="#">2018 WL 3429710</a> (E.D. Pa. July 16, 2018) .....	17
<i>First Green Pet Shop Enters., LLC v. Maze Innovations, Inc.</i> , Misc. No. 16-894, <a href="#">2016 WL 5936892</a> (W.D. Pa. Oct. 12, 2016) .....	15
<i>First Niagara Risk Mgmt., Inc. v. Folino</i> , 18-mc-75, <a href="#">2018 WL 3242305</a> (W.D. Pa. Feb. 20, 2018) .....	15
<i>Genesis Abstract, LLC v. Bibby</i> , Civ. No. 17-302, <a href="#">2017 WL 1382023</a> (D.N.J. Apr. 18, 2017) .....	15
<i>Green v. Cosby</i> , <a href="#">216 F. Supp. 3d 560</a> (E.D. Pa. 2016) .....	14, 15
<i>In re Aldrich Pump LLC</i> , Case No. 20-30608 (JCW) (Bankr. W.D.N.C. 2020) .....	<i>passim</i>
<i>In re Aldrich Pump LLC</i> , No. 1:22-mc-00080 (D.D.C. 2022) .....	10
<i>In re Aldrich Pump LLC</i> , No. 3:22-cv-05116 (D.N.J. 2022) .....	10
<i>In re Bestwall LLC</i> , No. 21-2263, <a href="#">2022 WL 3642106</a> , -- F. 4th -- (3d Cir. Aug. 24, 2022) .....	<i>passim</i>
<i>In re Caesars Ent. Operating Co., Inc.</i> , <a href="#">558 B.R. 156</a> (Bankr. W.D. Pa. 2016) .....	15

<i>In re DBMP LLC</i> , No. 1:22-mc-00139-CFC (D. Del. 2022).....	8
<i>In re DBMP LLC</i> , No. 20-30080 (Bankr. W.D.N.C. Dec. 21, 2021).....	8, 16
<i>In re Garlock Sealing Techs., LLC</i> , <u>504 B.R. 71</u> (Bankr. W.D.N.C. 2014) .....	5
<i>In re Nonparty Subpoenas to PPG Indus., Inc.</i> , No. 2:20-mc-00296-RJC, <u>2020 WL 1445844</u> (W.D. Pa. Mar. 25, 2020) .....	14–15
<i>In re Paddock Enterprises, LLC</i> , No. 20-10028 (LSS) (Bankr. D. Del. 2022) .....	10
<i>Meijer Inc. v. Ranbaxy Inc.</i> , Misc. No. 17-91, <u>2017 WL 2591937</u> (E.D. Pa. June 15, 2017) .....	15, 18
<i>N. Atl. Operating Co., Inc. v. Dunhuang Grp.</i> , No. 18-mc-154-LPS, <u>2018 WL 3381300</u> (D. Del. July 11, 2018) .....	12, 14, 17–19
<i>United States ex rel. Simpson v. Bayer Corp.</i> Misc. No. 16-207, <u>2016 WL 7239892</u> (E.D. Pa. Dec. 15, 2016).....	14, 15, 18–19

## STATUTES

<u>11 U.S.C. § 502(c)</u> .....	4
<u>11 U.S.C. § 524(g)</u> .....	4

## OTHER AUTHORITIES

<u>Fed. R. Civ. P. 45(f)</u> .....	<i>passim</i>
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### **PRELIMINARY STATEMENT**

Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”) (collectively, the “Debtors”) are debtors in Chapter 11 proceedings pending in the Bankruptcy Court for the Western District of North Carolina, Charlotte Division (the “Bankruptcy Court”). Pursuant to an order of the Bankruptcy Court, the Debtors served subpoenas (the “Subpoenas”)<sup>1</sup> on the Delaware Claims Processing Facility, LLC (“DCPF”) and ten (10) asbestos settlement trusts (collectively, the “Trusts”).<sup>2</sup> DCPF and the Trusts, along with certain claimants who allege that their information is implicated by the Subpoenas (the “Matching Claimants”), have all moved to quash those Subpoenas.<sup>3</sup> Pursuant to [Federal Rule of Civil Procedure 45\(f\)](#), the Debtors bring this Motion to Transfer all proceedings relating to DCPF’s, the Trusts’ and the Matching Claimants’ Motions to the Bankruptcy Court.

Exceptional circumstances exist under Rule 45(f) to transfer these proceedings to the Bankruptcy Court. In its ruling last week concerning similar

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<sup>1</sup> See Subpoenas [D.I. 11 Exs. A–K].

<sup>2</sup> 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.

<sup>3</sup> See D.I. 1, 3, 13, 14, 15.

subpoenas issued to DCPF and the Trusts in *In re Bestwall*, the Third Circuit observed:

The drafters of Rule 45 contemplated exactly that, saying it may not be appropriate for the court asked to enforce a subpoena to resolve a motion to quash if the issuing court “has already ruled on issues presented by the motion[.]” Fed. R. Civ. P. 45(f) advisory committee’s note to 2013 amendment. In that instance, transferring the motion to the issuing court, pursuant to Rule 45(f), “may be warranted[.]” *Id.*

*See In re Bestwall LLC*, No. 21-2263, 2022 WL 3642106, at \*7, -- F. 4th -- (3d Cir. Aug. 24, 2022).

Transferring these proceedings to the Bankruptcy Court under Rule 45(f) is the appropriate course of action here. In this case, the Bankruptcy Court (i) previously issued an order authorizing the issuance of the Subpoenas upon finding the discovery sought was “relevant and necessary,”<sup>4</sup> (ii) considered and overruled the very same objections that DCPF, the Trusts and the Matching Claimants advance here (and by DCPF in opposing the issuance of nearly identical subpoenas in the *In re DBMP* case), (iii) has demonstrated sensitivity and concern for the safekeeping of the data sought by the Subpoenas, and (iv) is intimately familiar with the nature and scope of the evidence that will be relevant and/or admissible as part of the Debtors’ estimation proceeding in the Bankruptcy Court.

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<sup>4</sup> *See* Bankruptcy Court Order [D.I. 11 Rider to Exs. A–K].

Not only does transfer make sense given the Bankruptcy Court’s detailed prior rulings on the issues raised here, but it also furthers judicial economy and avoids the risk of inconsistent rulings. The Debtors, with the approval of the Bankruptcy Court, served identical Subpoenas on 22 entities, and there are now Motions to Quash and/or Compel pending in multiple districts throughout the country that raise nearly identical issues. The Debtors have already, or will shortly, move in each of these proceedings pursuant to Rule 45(f) also to transfer these matters to the Bankruptcy Court. Pursuant to the Federal Rules of Civil Procedure, as the “issuing court” for the Subpoenas in question, the Bankruptcy Court is the sole forum where such consolidation is possible.

Given these “exceptional circumstances,” the Debtors respectfully request that in the interests of judicial economy the Court grant their motion to transfer these proceedings to the Bankruptcy Court.

### **RELEVANT FACTUAL BACKGROUND**

#### **A. The Debtors’ Chapter 11 Bankruptcy Cases**

On June 18, 2020, the Debtors voluntarily filed Chapter 11 bankruptcy petitions in the United States Bankruptcy Court for the Western District of North Carolina, Charlotte Division, which remain pending and active. *See In re Aldrich Pump LLC, et al.*, Case No. 20-30608 (JCW) (Jointly Administered) (Bankr. W.D.N.C. 2020). The Debtors filed their Chapter 11 cases to address the unrelenting



burden of asbestos tort claims pursued against them. The Debtors' goal in the bankruptcy cases was and remains 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 the cases—on a plan and section 524(g) trust funded in the amount of \$545 million. The Official Committee of Asbestos Personal Injury Claimants (the "ACC"), the representative for asbestos-personal injury claimants with claims pending against the Debtors, has not agreed to the plan or proposed trust.

A primary issue in the bankruptcy cases is how to estimate or value the Debtors' liability for those claims pursuant to section 502(c) of the Bankruptcy Code, which will be determined in an estimation proceeding. The estimation proceeding will, among other things, help inform the merits of the settlement the Debtors have reached with the Future Claims Representative (the "FCR") and the plan of reorganization proposed by the Debtors and the FCR.

Based on positions taken in other asbestos bankruptcies, the ACC will argue that the Debtors' historical settlements of asbestos claims in the tort system are an accurate and appropriate guide to measure the Debtors' liability for current and future asbestos personal injury claims. Several years ago, a bankruptcy court

explicitly rejected that position in another case in the same jurisdiction as the Debtors' bankruptcy case. *In re Garlock Sealing Techs., LLC*, [504 B.R. 71](#) (Bankr. W.D.N.C. 2014). There, the court found that the debtor's "settlement history data [did] not accurately reflect fair settlements because [asbestos] exposure evidence was withheld" by claimants in the tort system. *Id.* at 94. The *Garlock* court found widespread failures on the part of asbestos claimants to disclose, in response to discovery requests in the tort system, either exposure to alternative sources (besides the defendants in the case) or recovery from other sources for their personal injury claims. The Debtors were involved in many of the same tort cases where the *Garlock* court found that the settlement history was tainted as a result.

To arrive at an accurate estimate of the Debtors' liabilities in light of the *Garlock* precedent, the Debtors require information beyond what is available to them – specifically, information indicating whether claimants in the tort system similarly withheld evidence of alternative exposures and recoveries from the Debtors, as they did in *Garlock*.

**B. The Debtors' Bankruptcy Court Motion**

On April 7, 2022, the Debtors filed a motion with the Bankruptcy Court (the "Bankruptcy Court Motion")<sup>5</sup> seeking an Order authorizing them to issue subpoenas

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<sup>5</sup> See Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. Apr. 7, 2022) [D.I. 1111] attached as Exhibit A to

directed at number of entities with information relevant to the estimation proceeding, including DCPF and the Trusts.<sup>6</sup> The Subpoenas seek data to inform the Debtors' estimation case, including data regarding claimants' claiming history against asbestos trusts, and the disclosure, or lack thereof, of that information by those claimants in cases against the Debtors in the tort system. DCPF is the custodian of, and the Trusts individually own, such information.

The Bankruptcy Court received extensive briefing in connection with the Bankruptcy Court Motion, including objections from a target of the Subpoenas, as well as representatives of asbestos claimants in the Debtors' bankruptcy case.<sup>7</sup>

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the August 31, 2022 Declaration of Kelly Farnan ("Debtor's Counsel's Aug. 31, 2022 Decl.").

<sup>6</sup> In addition to DCPF and the Trusts, the Debtors' Bankruptcy Court Motion also sought to issue subpoenas on the Manville Personal Injury Settlement Trust ("Manville"), Verus Claims Services, LLC and certain asbestos personal injury trusts for which it processes claims, and Paddock Enterprises, LLC ("Paddock").

<sup>7</sup> See The Official Committee of Asbestos Personal Injury Claimants' Objection to the Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. May 6, 2022) [D.I. 1162].

See also Paddock Enterprises, LLC's (I) Objection to Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC and (II) Motion for Limited Adjournment of Hearing on Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, No. 20-30608 (Bankr. W.D.N.C. May 6, 2022) [D.I. 1161] ("Paddock's Objection to Bankruptcy Court Motion"), attached as Exhibit B to the Debtor's Counsel's Aug. 31, 2022 Decl.

**C. The Bankruptcy Court Overruled the Objections and Authorized Service of the Subpoenas**

On May 26, 2022, the Bankruptcy Court heard oral argument on the Bankruptcy Court Motion; previously asserted written objections that the discovery sought was burdensome, created confidentiality concerns, and lacked proportionality to the needs of the case were again raised by various objectors. At the conclusion of the May 26 hearing, the Bankruptcy Court announced that it was granting the Debtors' motion.<sup>8</sup> In doing so, the Bankruptcy Court noted that it was relying in significant part upon its prior ruling on nearly identical subpoenas requested in the *DBMP* bankruptcy just a few months earlier.<sup>9</sup> *See* May 26, 2022 Trans. [D.I. 11 Ex. M] at 57:6–8 (the Bankruptcy Court: "I generally agree with the [Debtors] here and I believe that, particularly, the response brief for the reasons stated in that and as [I] announced in the *DBMP* matter.").

In the *DBMP* matter that the Bankruptcy Court also presides over and referenced in its May 26 ruling, DCPF appeared, filed briefs, and through counsel orally argued in opposition to DBMP's request to issue nearly identical subpoenas to the Subpoenas at issue here, raising the same objections concerning privacy and confidentiality. During the December 2021 hearing in the *DBMP* case, the Court

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<sup>8</sup> *See* May 26, 2022 Trans. [D.I. 11 Ex. M] at 57:8–9.

<sup>9</sup> United States Bankruptcy Judge Craig Whitley presides over both the Debtors' and DBMP's Chapter 11 bankruptcy cases.

overruled all of DCPF's objections, and granted DBMP the authority to issue the requested subpoenas. *See* Dec. 16, 2021 DBMP Trans. [D.I. 11 Ex. N]. After DBMP issued the subpoenas, the Trusts and the Matching Claimants filed motions to quash in this Court. *See In re DBMP LLC*, No. 1:22-mc-00139-CFC [D.I. 1, 6, 7] (D. Del. 2022). On August 26, 2022, after the Third Circuit's ruling in *In re Bestwall* (*see* Section E, pp. 11–12 *infra*), the Trusts withdrew their motions to quash as to DBMP (*In re DBMP LLC* [D.I. 50]), and will, presumably, now be complying with those subpoenas forthwith.

In *Aldrich*, the Bankruptcy Court formalized its ruling granting the Debtors' motion to issue the Subpoenas in a written order on July 1, 2022. *See* Bankruptcy Court Order [D.I. 11 Rider to Exs. A–K]. In addition to authorizing the Debtors to serve the Subpoenas, the Bankruptcy Court specifically held that the information the Debtors seek is relevant to the estimation proceeding:

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.

*See* Bankruptcy Court Order [D.I. 11 Rider to Exs. A–K] ¶ 5.

While the Bankruptcy Court has already rejected the various objections to issuance of the Subpoenas, including those based upon relevance, proportionality and burden, it also imposed rigorous privacy and data security provisions which it determined would adequately protect the privacy interests of the claimants of the Trusts whose data was ultimately sought through the Subpoenas. Those protective measures are contained on seven pages of the Bankruptcy Court Order, and are expressly incorporated into the Subpoenas. *See id.* ¶¶ 6, 9, 12–16.

**D. The Subpoenas and DCPF’s, the Trusts’ and the Matching Claimants’ Motions**

Shortly after the issuance of the Bankruptcy Court’s Order, the Debtors served the Subpoenas on DCPF and the Trusts on July 5, 2022. The Bankruptcy Court Order is the rider to each of the Subpoenas. *See id.*

On July 25, 2022, the Trusts filed a Motion to Quash or Modify Subpoenas. [D.I. 1] (the “Trusts Motion”). Shortly thereafter, DCPF filed a Joinder and Motion to Quash or Modify Subpoena [D.I. 3] (the “DCPF Motion”). On August 23, 2022, two different sets of Matching Claimants filed Motions to Quash and Joinders to the DCPF and Trusts Motions, and one of those groups of Matching Claimants filed a Motion to Proceed Anonymously [D.I. 13, 14, 15] (collectively the “Matching Claimants’ Motions”) (together with the DCPF Motion and Trusts Motion, the “Motions”).

The Debtors filed a combined opposition to the DCPF and Trusts Motions on August 22, 2022 [D.I. 10]. The Debtors response to the Matching Claimants' Motions is due to be filed on or before September 6, 2022.

In addition, motion practice concerning the other subpoenas authorized by the Bankruptcy Court Order is ongoing in the United States District Courts for the Eastern District of Michigan,<sup>10</sup> the District of New Jersey,<sup>11</sup> and the District for the District of Columbia,<sup>12</sup> along with the United States Bankruptcy Court for the District of Delaware.<sup>13</sup>

**E. The Third Circuit's *In re Bestwall* Decision**

*In re Bestwall* is a third asbestos bankruptcy case pending in the United States Bankruptcy Court for the Western District of North Carolina, albeit before a

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<sup>10</sup> See Motion to Transfer this Proceeding to the Bankruptcy Court for the Western District of North Carolina, or Alternatively, Compel Paddock Enterprises, LLC to Comply with Subpoena, *Aldrich Pump LLC v. Paddock Enterprises, LLC*, No. 22-mc-51346-GAD-JJCG (E.D. Mich. Aug. 19, 2022) [D.I. 1].

<sup>11</sup> See Third Party Trusts' Motion to Quash and In Support of Stay, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (D.N.J. Aug. 19, 2022) [D.I. 1]; Verus Claim Services, LLC's Motion to Quash Subpoena and to Stay, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (D.N.J. Aug. 19, 2022) [D.I. 5].

<sup>12</sup> See The Manville Trust Matching Claimants' Motion to Quash or Modify Subpoena, or Alternatively For Protective Order, *In re Aldrich Pump LLC*, Misc. No. 1:22-mc-00080 (D.D.C. Aug. 23, 2022)

<sup>13</sup> See Reorganized Debtor Paddock Enterprises, LLC's Motion for a Protective Order in Connection with Subpoenas and Requests for Claims-Related Information, or, in the Alternative, Motion to Quash, *In re Paddock Enterprises, LLC*, No. 20-10028 (LSS) (Bankr. D. Del. July 27, 2022) [D.I. 1518].

different judge than the Bankruptcy Court presiding over the *Aldrich* and *DBMP* bankruptcies (the “*Bestwall* Bankruptcy Court”).

Prior to the Bankruptcy Court’s orders in this case and *In re DBMP*, the *Bestwall* Bankruptcy Court authorized the issuance of similar, but far more expansive, subpoenas to DCPF and the Trusts, over the objections of DCPF, who appeared before the *Bestwall* Bankruptcy Court and argued against the issuance of the subpoenas. See *In re Bestwall LLC*, [2022 WL 3642106](#), at \*2–3. Upon service of the *Bestwall* subpoenas, the Trusts and the Matching Claimants moved to quash, arguing on a variety of grounds similar to the ones advanced in their motions here. This Court found that “Bestwall has demonstrated a legitimate purpose for requesting the Claimant data” but nevertheless sustained the objections, and granted the Trusts’ and the Matching Claimants’ motions to quash. *Id.* at \*3.

Bestwall appealed to the Third Circuit. Just days ago, on August 24, 2022, the Third Circuit reversed this Court’s order, issuing a 23-page opinion and holding that the original subpoenas issued by the *Bestwall* Bankruptcy Court should be enforced as originally ordered by the *Bestwall* Bankruptcy Court. *Id.* at \*1. The Third Circuit held that DCPF and the Trusts were collaterally estopped by the *Bestwall* Bankruptcy Court’s ruling, over DCPF’s objections, authorizing issuance of the subpoena. *Id.* at \*5–7. The Third Circuit went on to note: “the drafters of Rule 45 contemplated exactly” the situation where a court had previously ruled on



the objections to a subpoena presented in a motion to quash, “saying it may not be appropriate of the court asked to enforce a subpoena to resolve a motion to quash if the issuing court ‘has already ruled on issues presented by the motion.’” *Id.* at \*7.

### **ARGUMENT**

This Court should transfer the Motions to the Bankruptcy Court pursuant to Rule 45(f), which permits this Court to transfer subpoena-related motions to the issuing court “if the court finds exceptional circumstances.” [Fed. R. Civ. P. 45\(f\)](#). While the phrase “exceptional circumstances” is not defined by Rule 45(f), Third Circuit courts generally follow the guidance of the Federal Rules Advisory Committee when considering this issue:

The prime concern should be avoiding burdens on local nonparties subject to subpoenas, and it should not be assumed that the issuing court is in a superior position to resolve subpoena-related motions. In some circumstances, however, transfer may be warranted in order to avoid disrupting the issuing court’s management of the underlying litigation, as when that court has already ruled on issues presented by the motion or the same issues are likely to arise in discovery in many districts. Transfer is appropriate only if such interests outweigh the interests of the nonparty served with the subpoena in obtaining local resolution of the motion.

[Fed. R. Civ. P. 45\(f\)](#) advisory committee's note (2013 amendments) (the “Advisory Note”); *see also, e.g., N. Atl. Operating Co., Inc. v. Dunhuang Grp.*, No. 18-mc-154-LPS, [2018 WL 3381300](#), at \*1–2 (D. Del. July 11, 2018) (citing the Advisory Note

and finding extraordinary circumstances existed “such that transfer is warranted so as to not disrupt the issuing court’s management of the Underlying Action”).

The Subpoenas here were issued after the Bankruptcy Court Order was entered, which came only after the Debtors filed the Bankruptcy Court Motion, multiple parties opposed that Motion, and the objections to the Subpoenas were fully litigated before the Bankruptcy Court. The Bankruptcy Court had previously overruled DCPF’s objections to the issuance of a nearly identical subpoena in the *DBMP* case, again after extensive litigation. And a second bankruptcy judge in the same district further overruled DCPF’s objections to similar, albeit far more expansive, subpoenas in *Bestwall*, subpoenas which the Third Circuit ruled last week are to be enforced on their terms. Given that two different bankruptcy judges across three different cases have authorized the issuance of these Subpoenas or substantially similar subpoenas, and found that the information sought was relevant and necessary to the proceedings in their courts, further litigation of these subpoenas in other courts serves no purpose.

As the Third Circuit noted, “the drafters of Rule 45 contemplated exactly” the situation presented here, “saying it may not be appropriate of the court asked to enforce a subpoena to resolve a motion to quash if the issuing court ‘has already ruled on issues presented by the motion.’” *In re Bestwall LLC*, [2022 WL 3642106](#) at \*7 (quoting Advisory Note). Thus, “[t]he specific situation contemplated by the

committee is the situation here: the issuing court ‘has already ruled on issues presented by’ the motion to quash.” *Green v. Cosby*, [216 F. Supp. 3d 560, 565](#) (E.D. Pa. 2016) (citing Advisory Note). Accordingly, transfer is warranted. *See id.* (transferring motion to quash to the issuing court).

**A. Transferring This Action Is Necessary to Avoid the Risk of Inconsistent Rulings**

“Courts have routinely found exceptional circumstances that warrant transfer when there is a risk that the courts will enter orders inconsistent with those entered by the judge presiding over the case.” *United States ex rel. Simpson v. Bayer Corp.*, Misc. No. 16-207, [2016 WL 7239892](#), at \*2 (E.D. Pa. Dec. 15, 2016) (collecting cases).

Risk of inconsistent rulings comes in two forms: (1) when the issuing court “has already ruled on the issues,” and (2) when “the same issues are likely to arise in discovery in many districts.” Advisory Note. Courts in this circuit frequently transfer subpoena-related actions when either situation arises. *See, e.g., In re Nonparty Subpoenas to PPG Indus., Inc.*, No. 2:20-mc-00296-RJC, [2020 WL 1445844](#), at \*2–3 (W.D. Pa. Mar. 25, 2020) (“When the issuing court has already ruled on issues presented by a subpoena-related motion, exceptional circumstances exist and the court of compliance may transfer the motion to the issuing court.”) (citation omitted); *N. Atl. Operating Co., Inc.*, [2018 WL 3381300](#), at \*2 (transferring “because the issuing court is better suited to decide whether the subpoena should be

enforced” having “already ruled on [the] motion to serve the Subpoena”); *In re Caesars Ent. Operating Co., Inc.*, [558 B.R. 156, 158–60](#) (Bankr. W.D. Pa. 2016) (where party had issued ten subpoenas, court found exceptional circumstances warranted transfer, including “the need for efficiency, uniformity and orderliness to the discovery process attendant to the Plan confirmation proceeding that is pending”). *See also First Niagara Risk Mgmt., Inc. v. Folino*, 18-mc-75, [2018 WL 3242305](#), at \*1 (W.D. Pa. Feb. 20, 2018); *Meijer Inc. v. Ranbaxy Inc.*, Misc. No. 17-91, [2017 WL 2591937](#), at \*3 (E.D. Pa. June 15, 2017); *Genesis Abstract, LLC v. Bibby*, Civ. No. 17-302 (RBK/AMD), [2017 WL 1382023](#), at \*2 (D.N.J. Apr. 18, 2017); *First Green Pet Shop Enters., LLC v. Maze Innovations, Inc.*, Misc. No. 16-894, [2016 WL 5936892](#), at \*1–2 (W.D. Pa. Oct. 12, 2016); *Green*, [216 F. Supp. 3d at 565](#); *Bayer Corp.*, [2016 WL 7239892](#), at \*2.

Both situations contemplated in the Advisory Note are present here. The Bankruptcy Court already considered the same arguments raised in the Motions when it previously overruled objections to issuance of the Subpoenas. *Compare* DCPF Motion ¶¶ 2, 5 (describing the Trusts’ “confidentiality obligations” as reason for bringing the Motion); *id.* ¶¶ 13, 22 (raising arguments concerning privacy and data aggregation, among others); *and* Trusts Motion at 11 n.8 (arguing that because the subpoenas seek “disclosure of confidential commercial information” they should be quashed) *with* Debtors’ Counsel’s Aug. 31, 2022 Decl. Ex. B, Paddock’s

Objection to Bankruptcy Court Motion at ¶ 17 (arguing that the Subpoena should be quashed because the “robust protections” that would be provided by the Bankruptcy Court Order “do[] not solve for Paddock’s confidentiality obligations”). Moreover, the Bankruptcy Court heard DCPF make these same objections when it overruled its objections to the debtor’s request to issue subpoenas in *DBMP*. *See* Dec. 16, 2021 DBMP Trans. [D.I. 11 Ex. N]; *see also* Response and Objection of Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility to the Debtors’ Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, *In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C. June 11, 2021) (“DCPF’s DBMP Opposition”), at ¶¶ 46–54, attached as Exhibit C to the Debtors’ Counsel’s Aug. 31, 2022 Decl.<sup>14</sup>

In addition, the other recipients of Subpoenas that were authorized by the Bankruptcy Court Order, not before this Court, have all recently filed motions in districts around the country. *See supra* p. 10 n. 10–13. If these Subpoena-related motions are not consolidated before a single court, there is a genuine potential for

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<sup>14</sup> Not only does the failure to transfer risk creating inconsistent rulings, but also inconsistent results. With the Trusts having now been ordered to respond to the subpoenas in *Bestwall*, and having withdrawn their motions to quash in *DBMP*, the exact information requested by the Subpoenas here will be produced, to the same outside consultant who would receive it here (Bates White), to debtors represented by the same lead counsel here (Jones Day). It simply makes no sense for that information to be produced in *Bestwall* and *DBMP*, but not in this case.

inconsistent rulings concerning essentially the same discovery, not only between this Court and the Bankruptcy Court, but also between this Court and other district courts. The sensible solution is for this Court and the others to transfer all Subpoena-related motions to the Bankruptcy Court for resolution.

**B. Judicial Economy Favors Transferring this Proceeding**

The risk of inconsistent rulings presents the classic case for transfer. But the Bankruptcy Court is best situated to resolve the Motions for several additional reasons, including its familiarity with the record, the complexity of the underlying suit, and potential disruptions to its case management schedule. In complex litigation, judicial economy is enhanced by the transfer of an issue to the court already familiar with that issue. *See Bell v. ATH Holding Co., LLC*, Misc. No. 18-148, [2018 WL 3429710](#), at \*7 (E.D. Pa. July 16, 2018) (“[T]he complex nature of the underlying litigation combined with the procedural posture of the case warrants ... transfer.”); *N. Atl. Operating Co., Inc.*, [2018 WL 3381300](#), at \*1–2 (“Given this degree of involvement and familiarity, allowing the issuing court to resolve enforcement of the subpoena would promote judicial economy.”). Indeed, underscoring the importance of familiarity, the Advisory Committee noted that “[j]udges in compliance districts may find it helpful to consult with the judge in the issuing court presiding over the underlying case while addressing subpoena-related motions.” Advisory Note.

In addition, while this Court considers the merits of the Motions, proceedings in the Debtors' chapter 11 cases would be stalled awaiting the determination of whether or not the Debtors can obtain the information sought by the Subpoenas, which the Bankruptcy Court has already found to be relevant and necessary to those cases. *See* Bankruptcy Court Order [D.I. 11 Rider to Exs. A–K] ¶ 5. “[G]iven the complex nature of the underlying litigation and [the issuing court’s] focused management of the matter ... engagement by this Court is likely to disrupt” the Bankruptcy Court’s management of the case, and judicial economy favors transfer. *Meijer Inc.*, [2017 WL 2591937](#), at \*3.

**C. The Exceptional Circumstances Outweigh DCPF’s, the Trusts’ and the Matching Claimants’ Interest in a Local Resolution**

The exceptional circumstances highlighted above outweigh the “interests of the nonparty served with the subpoena in obtaining local resolution of the motion.” *See* Advisory Note. “[A]ny minimal burden on [the transferee can] easily be alleviated, especially in this day and age when there are now various ways in which the burdens on remote nonparties can be ameliorated, including the use of telephonic or video conferencing.” *Bayer Corp.*, [2016 WL 7239892](#), at \*3 (citation omitted); *i* Advisory Note (“[J]udges are encouraged to permit telecommunications methods to minimize the burden a transfer imposes.”). Likewise, complying with the Subpoenas, which involves a simple electronic transfer of data, would be no more

burdensome if ordered by the Bankruptcy Court versus this Court. *N. Atl. Operating Co., Inc.*, [2018 WL 3381300](#), at \*2.

Here, DCPF already appeared, on its own volition, in the Bankruptcy Court in North Carolina to oppose DBMP's request to issue similar subpoenas last year. *See* Debtor's Counsel's Aug. 31, 2022 Decl. Ex. C, DCPF's DBMP Opposition. There is simply no basis, given the law or the facts presented, to argue that the Bankruptcy Court is not an appropriate location to resolve these proceedings.

### **CONCLUSION**

For the foregoing reasons, the Debtors respectfully request that this Court transfer the Motions to the United States Bankruptcy Court for the Western District of North Carolina.

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**WORD COUNT CERTIFICATION**

The undersigned hereby certifies that Aldrich Pump LLC and Murray Boiler LLC's Opening Brief in Support of Their Motion to Transfer Subpoena-Related Motions to the Issuing Court, The United States Bankruptcy Court for The Western District of North Carolina contains 4,586 words in Times New Roman 14-point font, counted using Microsoft Word's word count feature.

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