

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

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

***EX PARTE* APPLICATION OF JOSEPH W. GRIER, III, THE FUTURE CLAIMANTS'
REPRESENTATIVE, FOR AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF THE BRATTLE GROUP, INC.
AS CLAIMS TESTIFYING EXPERT**

Joseph W. Grier, III, the Court-appointed legal representative for future asbestos claimants against the above-captioned Debtors (“FCR”), hereby submits this application (the “Application”) for the entry of an order authorizing him to retain and employ The Brattle Group, Inc. (“Brattle”) as his claims testifying expert. In support of this Application, the FCR relies upon the Declaration of David McKnight (the “McKnight Declaration”), attached hereto as **Exhibit A**, and respectfully represents as follows:

Jurisdiction and Venue

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

Background

2. On June 18, 2020 (the “Petition Date”), the Debtors commenced their

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



reorganization cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases have been consolidated for administrative purposes only and are being jointly administered.

3. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code

4. On July 7, 2020, the Court entered the Order Appointing the Official Committee of Asbestos Personal Injury Claimants [Dkt. No. 147] (the “ACC”). No trustee or examiner has been appointed in these Chapter 11 Cases.

5. On October 14, 2020, the Court entered the Order Appointing Joseph W. Grier, III, as Legal Representative for Future Asbestos Claimants [Dkt. No. 389] (the “FCR Order”). The FCR Order authorizes the FCR to employ professionals, consistent with the Bankruptcy Code and subject to approval of the Court. On October 15, 2020, the Court approved the retention and employment of Orrick, Herrington & Sutcliffe LLP (“Orrick”) and Grier Wright Martinez, PA (“GWM”) as counsel to the FCR [Dkt. Nos. 394, 393].

Relief Requested

6. Pursuant to sections 105(a), 327(a) of the Bankruptcy Code, Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), and consistent with the Guidelines for Compensation and Expense Reimbursement of Professionals issued by this Court (the “Compensation Guidelines”) and the Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals, entered by this Court on July 15, 2020 [Dkt. No. 171] (the “Interim Compensation Order”), the FCR hereby seeks to

retain and employ Brattle as his claims testifying expert in these Chapter 11 Cases to provide advice on matters more fully described below in accordance with the terms of the engagement letter between Brattle and the FCR, dated June 4, 2025, a copy of which is attached hereto as **Exhibit B** (the “Engagement Letter”).²

David McKnight Qualifications

7. As attested to in the accompanying McKnight Declaration, which is incorporated herein by reference, McKnight is experienced as an economic consultant for litigation matters, including with respect to asbestos liabilities. McKnight has extensive expertise in estimating economic damages and future financial risks associated with litigation in the context of mass torts. In addition, McKnight has expertise in economic and consulting services in bankruptcy reorganization cases.

8. The FCR has selected Brattle as his claims testifying expert because of their substantial experience in bankruptcy cases and in estimating future losses related to asbestos injury claims.

9. As detailed in the McKnight Declaration, McKnight currently serves, or has previously served, as an expert providing analysis and testimony in numerous bankruptcy cases including those of Oakfabco, Duro Dyne, Imerys Talc America, and has worked extensively in asbestos bankruptcy reorganizations, including but not limited to those of *Whittaker Clark & Daniels*, *The Diocese of Camden, New Jersey*, *LTL Management LLC*, *Purdue Pharma L.P.*, *Boy Scouts of America and Delaware BSA, LLC*, *Dow Corning Corp.*, *Enron Corp.*, *W.R. Grace & Co.*, *Owens Corning*, *Combustion Engineering, Inc.*, *Armstrong World Industries, Inc.*, and

² Any references to or summaries of the Engagement Letter herein are qualified by the express terms of the Engagement Letter.

Federal-Mogul Global, Inc. See McKnight Decl., ¶ 5.

Services to Be Provided by Brattle

10. Subject to the approval of this Court, the FCR anticipates that Brattle will provide expert testimony with respect to estimating future claims and related economic issues.

11. The services to be provided by Brattle are necessary and essential to the FCR's ability to carry out his fiduciary obligations to future claimants. The services Brattle will provide will be complementary to and not duplicative of the services to be performed by other professionals retained by the FCR in these Chapter 11 Cases.

12. The FCR has selected Brattle based upon their extensive experience and knowledge with respect to asbestos claims and in providing testimony related to such claims. Accordingly, the FCR submits that Brattle is well qualified for the retention proposed in these Chapter 11 Cases.

Professional Compensation

13. Brattle has indicated their willingness to serve as claims testifying expert for the FCR and to receive compensation and reimbursement in accordance with their standard billing practices, the provisions of the Engagement Letter, sections 330 and 331 of the Bankruptcy Code, the Compensation Guidelines, the Interim Compensation Order, and any applicable orders of this Court. Brattle has agreed to accept as compensation such sums as may be allowed by the Court. Brattle understands that interim and final fee awards are subject to approval by this Court.

14. The terms and conditions of Brattle's retention, as set forth in the Engagement Letter, are consistent with and typical of the arrangements entered into by Brattle with other parties in connection with asbestos cases in which they provide similar legal services. Brattle's hourly rate applicable to their proposed engagement by the FCR is:

<u>Professional</u>	<u>2025 Hourly Rate</u>
Principals	\$1,000-\$1,425
Consultants	\$800-\$1,100
Sr. Associates	\$850-\$950
Associates	\$650-\$750
Research Analysts & Sr. Research Analysts	\$425-\$550

15. Subject to allowance by the Court in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, and the Interim Compensation Order, Brattle also will bill the Debtors for reimbursement of actual, reasonable out-of-pocket expenses incurred in connection with employment.

16. The Engagement Letter is between Brattle and the FCR; however, the Debtors are solely responsible for the payment of fees for services rendered by Brattle to the FCR, along with payment of any related costs under the terms of the Engagement Letter. Other than as set forth above, no other arrangement is proposed between the FCR and Brattle for compensation to be paid in these Chapter 11 Cases.

17. The FCR has been advised by Brattle that they do not have any agreement with any other entity to share any compensation received as permitted under section 504 of the Bankruptcy Code.

No Prior Request

18. No prior applications for the relief requested herein has been made to this or any other Court.

Notice

19. Pursuant to Local Bankruptcy Rule 9013-1(f), the FCR seeks approval of this Application on an *ex parte* basis. Nonetheless, notice of this Application has been provided to:

(a) the Bankruptcy Administrator; (b) the Debtors; (c) counsel for the Debtors; (d) counsel for the ACC; (e) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (f) parties on the 2002 Core Service List, dated as of October 30, 2020; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the *ex parte* nature of the relief requested, the FCR submits that no other or further notice is necessary.

Conclusion

WHEREFORE, the FCR respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit C** (a) granting this Application, (b) authorizing the FCR to retain and employ Brattle as his claims testifying expert in these Chapter 11 Cases in accordance with the terms set forth in the Application, and (c) granting such other and further relief as is appropriate.

Dated: June 13, 2025
Charlotte, North Carolina

Respectfully submitted,

/s/ A. Cotten Wright

A. Cotten Wright (State Bar No. 28162)
Grier Wright Martinez, PA
521 E Morehead Street, Suite 440
Charlotte, NC 28202
Telephone: (704) 332-0207
Facsimile: (704) 332-0215
Email: cwright@grierlaw.com

-and-

Jonathan P. Guy, Esq. (admitted *pro hac vice*)
Debbie L. Felder, Esq. (admitted *pro hac vice*)
ORRICK, HERRINGTON & SUTCLIFFE LLP
1152 15th Street, N.W.
Washington, D.C. 20005
Telephone: (202) 339-8400
Facsimile: (202) 339-8500
Email: jguy@orrick.com
dfelder@orrick.com
*Counsel for Joseph W. Grier, III,
Future Claimants' Representative*

Exhibit A

Declaration of David McKnight

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

In re

ALDRICH PUMP LLC, *et al.*,

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

DECLARATION OF DAVID L. MCKNIGHT

David L. McKnight, under penalty of perjury, hereby declares as follows:

1. I submit this declaration in support of the *Ex Parte Application of Joseph W. Grier, III, the Future Claimants' Representative, for an Order Authorizing the Retention and Employment of The Brattle Group, Inc. as Claims Estimation Experts* (the "Application").

2. Joseph W. Grier, III, the Court-appointed legal representative for future asbestos claimants against the above-captioned Debtors (the "FCR"), has requested that The Brattle Group, Inc. ("Brattle" or the "Firm"), provide asbestos claims valuation expertise in connection with the estimation proceedings during these bankruptcy cases (the "Chapter 11 Cases"), and the Firm has agreed to provide such services.

3. The statements in this Declaration are based on my personal knowledge or opinion, information that I have received from the FCR, or employees working directly under my supervision, direction, or control, or from publicly accessible sources.

Qualifications

4. I am a principal in the Securities Group of Brattle, which maintains offices at 7 Times Square, Suite 1700, New York, NY 10036. I have over 25 years of experience consulting in mass tort litigations, including matters involving talc, asbestos, opioids, sex abuse, and various

drugs and medical devices. I have consulted, written and presented on issues relating to valuation, tort liability, analyzing claims data, forecasting future claims, estimating settlement amounts, and bankruptcy, and have submitted expert oral and written testimony in multiple venues including the United States Bankruptcy Courts for the Districts of Delaware, New Jersey and the Southern District of Texas, the United States District Court for the Northern District of Alabama, the Supreme Court of the State of New York, the American Arbitration Association, FINRA, and JAMS. I hold an M.B.A. with Distinction from New York University's Leonard N. Stern School of Business, an M.S. in Mathematics from New York University's Graduate School of Arts and Science, and a B.A. in Mathematics from Vassar College. A copy of my *curriculum vitae*, which lists all cases at which I have testified as an expert at trial or by deposition in the past four years and all publications I have authored in the past ten years, is attached as **Exhibit A**.

5. Brattle is an economic consulting firm that provides, among other things, services relating to the economic analysis and estimation of mass tort claims. Brattle has considerable experience with, and specialized knowledge regarding, mass tort claims and valuation. For instance, I and the other principals leading this assignment have more than five decades of collective experience in providing expert testimony and guidance on tort claims in bankruptcy, litigation, and business matters and have authored more than fifty expert reports. Among the matters in which I have provided expert testimony or related services are the bankruptcy cases of *Whittaker Clark & Daniels*, *The Diocese of Camden, New Jersey*, *LTL Management LLC*, *Purdue Pharma L.P.*, *Boy Scouts of America and Delaware BSA, LLC*, *Dow Corning Corp.*, *Enron Corp.*, *W.R. Grace & Co.*, *Owens Corning, Combustion Engineering, Inc.*, *Armstrong World Industries, Inc.*, and *Federal-Mogul Global, Inc.*¹

¹ *In re Whittaker, Clark & Daniels, Inc. et al.*, No. 23-13575 (MBK) (Bankr. D.N.J. April 26, 2023); *In re The Diocese of Camden, New Jersey*, No. 20-21257 (JNP) (Bankr. D.N.J. Oct. 1, 2020); *In re LTL Mgmt.*

The Firm's Connections

6. The FCR, through his counsel, provided Brattle with a list of parties of the Debtors' creditors and other parties in interest (the "Interested Parties List") and such list is attached as **Exhibit B**.

7. At my direction, Brattle conducted a search of its records to determine and to disclose, as set forth herein, whether Brattle has provided in the last three years or is currently providing consulting services to any party on the Interested Parties List. Brattle staff responsible for conflicts review searched Brattle's database containing, among other things, the names and matter descriptions of current and previous engagements by or on behalf of the entities listed on Exhibit B (the "Review").

8. To the extent the information was available, the Review identified parties to whom Brattle has provided or currently provides services who are on the Interested Parties List. I note two caveats ("Caveats") to the Review. First, in the ordinary course of its business, Brattle has, is currently, or may in the future be retained for clients on unrelated matters through many of the law firms listed on the Interested Parties List. Brattle does not consider the outside counsel to be an ultimate client. Therefore, as it pertains to any of the law firms or lawyers listed on Exhibit B, the Review focused on engagements where a law firm or lawyer is noted to be or had been an actual interested party or was the actual ultimate client, not simply engaging Brattle in the law firm's capacity as legal counsel to the actual interested party or actual ultimate client. Second, the Review

LLC, No. 21-30589 (MBK) (Bankr. D.N.J. Oct. 14, 2021); *In re Purdue Pharma, L.P.*, No. 19-23649 (RDD) (Bankr. S.D.N.Y. Sept. 15, 2019); *In re Boy Scouts of Am. & Del. BSA, LLC*, No. 20-10343 (LSS) (Bankr. D. Del. Feb. 18, 2020); *In re Dow Corning Corp.*, No. 95-20512 (SCP) (Bankr. E.D. Mich. Aug. 9, 1995); *In re Enron Corp.*, No. 01-16034 (AJG) (Bankr. S.D.N.Y. Dec. 2, 2001); *In re W.R. Grace & Co*, No. 01-1139 (JKF) (Bankr. D. Del. Apr. 2, 2001); *In re Owens Corning*, No. 00-03837 (JKF) (Bankr. D. Del. Oct. 5, 2000); *In re Combustion Eng'g, Inc.*, No. 03-10495 (JKF) (Bankr. D. Del. Feb. 17, 2003); *In re Armstrong World Indus., Inc.*; No. 00-4471 (RJN) (Bankr. D. Del. Dec. 6, 2000); *In re Federal-Mogul Glob., Inc.*, No. 01-10578 (RJN) (Bankr. D. Del. Oct. 1, 2001).

searched for the specific named parties on the Interested Parties List and not affiliate or parent company relationships.

9. Based on that search, and to the best of my knowledge, except as set forth in **Exhibit C** and with the caveat regarding law firms noted in paragraph 8 above, neither I nor Brattle has any connection with the Debtors, their creditors, the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases. No current client of Brattle listed on Exhibit C has accounted for 1% or more of Brattle's total revenue over the past two (2) years.

10. To the extent Brattle is provided a new parties-in-interest list and discovers new facts or circumstances that bear materially on the matters described herein, Brattle will supplement the information contained in this declaration, as appropriate.

Professional Compensation

11. Subject to Court approval, and in accordance with section 330(a) of the Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order, and any applicable orders of this Court, compensation will be paid to Brattle on an hourly basis, plus reimbursement of actual and necessary expenses.

12. The terms and conditions of Brattle's retention, as set forth in the Engagement Letter, are consistent with and typical of the arrangements entered into by Brattle in the bankruptcy context. My hourly rate is \$1,050 per hour, Paul Hinton's hourly rate is \$1,250 per hour, and Brattle's full 2025 fee schedule is provided at **Exhibit D**.

13. Brattle agrees to accept as compensation such sums as may be allowed by the Court, and that interim and final fee awards are subject to Court approval.

14. Neither I nor any principal of, or professional employed by, Brattle has agreed to share or will share any portion of the compensation to be received in connection with its retention

in this Chapter 11 Case with any other person other than the principals and regular employees of Brattle.

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

Executed on June 12, 2025.

A handwritten signature in blue ink that reads "David McKnight". The signature is written in a cursive style with a horizontal line underneath the name.

David McKnight
Principal, The Brattle Group, Inc.

EXHIBIT A

David McKnight

PRINCIPAL

New York

+1.212.789.3650

David.McKnight@brattle.com

EDUCATION

- **New York University, Leonard N. Stern School of Business**
MBA (with distinction)
- **New York University, Graduate School of Arts and Science**
MS in Mathematics
- **Vassar College**
BA in Mathematics (departmental honors)

SELECTED CONSULTING EXPERIENCE

EXPERT TESTIMONY

- ***In re Wellpath Holdings, Inc. et al., United States Bankruptcy Court for the Southern District of Texas Houston Division, Case No. 24-90533 (ARP)***
Deposition on behalf of Certain Claimants regarding the regarding estimation of medical professional liabilities (April 29, 2025)
- ***In re Capital One 360 Savings Account Interest Rate Litigation, United States District Court Eastern District of Virginia, Case No. 1:24-md-03111-DJN-WBP***
Deposition on behalf of Plaintiffs regarding estimation of damages (March 21, 2025)
- ***In re Whittaker, Clark & Daniels, Inc., et al., United States Bankruptcy Court for the District of New Jersey, Case No. 23-13575 (MBK)***
Trial testimony on behalf of Debtors regarding talc claims estimation and environmental liabilities (March 5, 2025)
Deposition on behalf of Debtors regarding talc claims estimation and environmental liabilities (November 25-26, 2024)
- ***In re The Diocese of Camden, New Jersey, United States Bankruptcy Court for the District of New Jersey, Case No. 20-21257 (JNP)***
Trial testimony on behalf of Century Indemnity Company regarding the plan of reorganization (December 1, 2022)

EXHIBIT A

- ***Strategic Consulting Alliance, LLC, D/B/A JCG Consulting Group v. S.D.C. Designs, LLC***
Testimony before panel in American Arbitration Association proceedings regarding damages for breach of contract (December 7, 2016)
- ***Ontonimo (OMO) Limited vs. BNP Paribas Securities Corp***
Testimony before a majority-public panel in FINRA arbitration regarding the risk and suitability of a Hedge Fund of Funds Option investment product (April 2, 2015)

EXPERT REPORTS

- ***In re Wellpath Holdings, Inc. et al., United States Bankruptcy Court for the Southern District of Texas Houston Division, Case No. 24-90533 (ARP)***
Expert Report of David McKnight on behalf of Certain Claimants regarding estimation of medical professional liabilities (April 22, 2025)
- ***In re Capital One 360 Savings Account Interest Rate Litigation, United States District Court Eastern District of Virginia, Case No. 1:24-md-03111-DJN-WBP***
Expert Report of David McKnight on behalf of Plaintiffs regarding estimation of damages (January 21, 2025)

Expert Reply Report of David McKnight on behalf of Plaintiffs regarding estimation of damages (March 14, 2025)
- ***In re Whittaker, Clark & Daniels, Inc., et al., United States Bankruptcy Court for the District of New Jersey, Case No. 23-13575 (MBK)***
Written Direct Testimony of David L. McKnight on behalf of Debtors regarding talc claims estimation and environmental liabilities (February 13, 2025)

Rebuttal Report of David McKnight on behalf of Debtors regarding talc claims estimation and environmental liabilities (November 12, 2024)

Expert Report of David McKnight on behalf of Debtors regarding talc claims estimation and environmental liabilities (October 25, 2024)

Declaration of David L. McKnight in Support of the Debtors' Motion for Entry of an Order (I) Approving the Settlement Agreement Between the Debtors and the Contributing Parties, (II) Authorizing the Debtors to Perform All of Their Obligations Thereunder, and (III) Granting Related Relief (September 3, 2024)
- ***In re Blue Cross Blue Shield Antitrust Litigation, United States District Court for the Northern District of Alabama, MDL No. 2406***
Declaration of David L. McKnight on behalf of Settlement Class Counsel and Self-Funded Sub-Class Settlement Counsel regarding damages to Class Members (November 1, 2022)

EXHIBIT A

- ***In re The Diocese of Camden, New Jersey, United States Bankruptcy Court for the District of New Jersey, Case No. 20-21257 (JNP)***
Declaration of David L. McKnight on behalf of Century Indemnity Company regarding the plan of reorganization (September 28, 2022)
Expert Report of David L. McKnight on behalf of Century Indemnity Company regarding the plan of reorganization (July 29, 2022)
Declaration of David L. McKnight on behalf of Century Indemnity Company regarding the plan of reorganization (May 4, 2022)
- ***Avon Cosmetics Limited and Avon International Operations, Inc. v. FMG & Mission Co., LTD., Supreme Court of the State of New York County of New York, Index No. 654499/2020***
Affidavit of David L. McKnight on behalf of Avon Cosmetics Limited and Avon International Operations, Inc. to compute the present value of a stream of future royalties (July 15, 2021)
- ***In re Boy Scouts of America and Delaware BSA, LLC, United States Bankruptcy Court for the District of Delaware, Case No. 20-10343***
Declaration of David L. McKnight on behalf of Century Indemnity Company regarding claim sampling (May 12, 2021)
- ***Babo International Trade, LLC v. CVS Pharmacy, Inc., JAMS, Case No. 1340018943***
Supplemental expert report of David McKnight on behalf of claimant to estimate breach of contract damages (December 9, 2020)
Expert report of David McKnight on behalf of claimant to estimate breach of contract damages (November 30, 2020)
- **Expert report for the Kentucky Division of Water**
Expert report of Mark Berkman and David McKnight for the Kentucky Division of Water, on behalf of a company requesting a hexachlorobenzene discharge variance (July 8, 2020)
- **Strategic Consulting Alliance, LLC, D/B/A JCG Consulting Group, v. S.D.C. Designs, LLC, American Arbitration Association, Claim No. 01-16-0000-3265**
Expert report of Paul J. Hinton and David McKnight on behalf of S.D.C. Designs, LLC to compute damages for breach of contract (September 30, 2016)

ARTICLES & PUBLICATIONS

- “Tort Costs in America: An Empirical Analysis of Costs and Compensation of the U.S. Tort System – Third Edition,” with Paul J. Hinton, *US Chamber of Commerce Institute for Legal Reform* (November 2024)
- “Tort Costs for Small Business,” with Paul Hinton, *U.S. Chamber Institute for Legal Reform* (December 2023)

EXHIBIT A

- “Ensuring Event Study Accuracy for Securities Class Actions,” with Ferdose al-Taie and Ryan Leary, *Law360* (June 26, 2023)
- “The Verdict Valuation Paradox: Implications for Mass Torts,” with Paul Hinton and Pietro Grandi, *ABI Journal* (April 2023)
- “Tort Costs in America: An Empirical Analysis of Costs and Compensation of the U.S. Tort System,” with Paul J. Hinton, *US Chamber of Commerce Institute for Legal Reform* (November 2022)
- “Tort Liability Costs for Small Businesses,” with Paul J. Hinton, *US Chamber Institute for Legal Reform* (October 2020)
- “Costs and Compensation of the U.S. Tort System,” with Paul J. Hinton and Lawrence Powel, *US Chamber Institute for Legal Reform* (October 2018)
- “Delaware Appraisal Case Reaffirms Valuation Premium for S Corporations,” with Yvette Austin Smith and Torben Voetmann, *Deal Points*, Volume XX, Issue 3 (Fall 2015)
- “How Costly is the U.S. Tort System? An International Comparison of Liability Costs,” with Paul J. Hinton, *US Chamber Institute for Legal Reform* (2013)
- “Measuring Improvements in the Tort System. Inside ALEC,” with Paul J. Hinton, *American Legislative Exchange Council* (2012)
- “Measuring Improvements in the Tort System. Inside ALEC,” with Paul J. Hinton, *NERA Economic Consulting* (October 26, 2011)

PRESENTATIONS & SPEAKING ENGAGEMENTS

- “High Stakes: The Rising Costs of the U.S. Tort System,” with Shira Rawlinson and Oriana Senatore, U.S. Chamber of Commerce Institute for Legal Reform Summit 2024, (November 2024)
- “The Impact of Event Studies in Assessing Damages in Securities Litigation,” with Ryan Leary, The Brattle Exchange (podcast), (October 2023)
- “Future in Focus – Focusing on Small Business Tort Costs,” with Chuck Jones and Oriana Senatore, US Chamber Institute for Legal Reform Summit 2020 (October 20, 2020)
- “Calculating Damages in ERISA Litigation: Practical Guide,” with Denise M. Clark and Patrick D. Krivoshia, The Knowledge Group (March 21, 2019)

EXHIBIT A

- “Corporate Restructuring and Bankruptcy: Trends, Developments, and Opportunities for the Year Ahead for 2017 LIVE Webcast,” with David Berliner, Mark D. Podgainsky, and Ryan Wagner, The Knowledge Congress (December 7, 2017)
- “Fair Value: Friend or Foe for 2016 LIVE Webcast,” with Dirk Van Dyke and Florin Dorobantu, The Knowledge Congress (June 28, 2016)
- “Fair Value Measurements and Reporting for 2012 LIVE Webcast,” with John Lehman, Linda MacDonald, Rothstein Kass, and Raymond Wong, The Knowledge Congress (July 18, 2012)

AWARDS

- American Antitrust Institute, Outstanding Antitrust Litigation Achievement in Economics honoree (2021)

EXHIBIT B

Interested Parties List

Debtor

Aldrich Pump LLC
Murray Boiler LLC

Direct Equity Owner of Debtor

Murray Boiler Holdings LLC
Trane Technologies Holdco, Inc.

Debtor's Direct Non-Debtor Subsidiary

200 Park, Inc.
ClimateLabs LLC

Managers and Officers of the Debtor

Marc Dufour
Ray Pittard
Amy Roeder

Allan Tananbaum
Manlio Valdes
Robert Zafari

Other Non-Debtor Affiliates

Airco Limited
Alliance Compressors LLC
Amair Limited
Aro De Venezuela, C.A.
Artic Cool Chillers Limited
BEST MATIC INTERNATIONAL
LIMITED
BEST MATIC
VERMOGENSVERWALTUNGS
GmbH
Best-Matic International AB
Calmac Corp.
Climate ETC Technology Services Private
Limited
Compagnie Trane Technologies SAS
Cool Energy Limited
Dallah Trane for Manufacturing Air
Conditioners
DiaSorin International B.V. Dradnats, Inc.
EBB Holdings Limited
Filairco Technical Services Co., Inc.
Filairco, Inc.
Flowcool Limited

Frigoblock GmbH
FRIGOBLOCK UK LIMITED
Hermann Trane Harrisburg, Inc.
ICS Cool Energy (SAS)
ICS Cool Energy AG
ICS Cool Energy B.V.
ICS Cool Energy GmbH
ICS Cool Energy Investments Limited
ICS COOL ENERGY LIMITED
ICS GROUP HOLDINGS LIMITED
ICS Heat Pumps Limited
ICS RENEWABLE ENERGY LIMITED
ICS SERVICING LIMITED
Industrial Chill Servicing Private Ltd.
Ingersoll-Rand Climate Solutions Private
Limited
Ingersoll-Rand Company of Peru S.A.C.
Ingersoll-Rand Latin America, S. de R.L. de
C.V.
Ingersoll-Rand Manufactura, S. de R.L. de
C.V.
INGERSOLL-RAND ZIMBABWE
(PRIVATE) LIMITED

EXHIBIT B

Mitsubishi Electric Trane HVAC US LLC
Murray Boiler Holdings LLC
Nexia Intelligence LLC
Perfect Pitch, L.P.
Prime Air Limited
PT Trane Indonesia
R&O Immobilien GmbH
REFTRANS, S.A.
Société Trane SAS
SPANASHVIEW UNLIMITED
COMPANY
Standard Centennial Property, LLC
Standard Compressors, Inc.
Standard Industrial Mineral Products Corp.
Standard Resources and Development
Corporation
Standard Trane Insurance Company
Standard Trane Insurance Ireland
Designated Activity Company
Standard Trane Warranty Company
T.I. Solutions (Israel) Ltd.
Tast Limited
The Trane Company
Thermo King (Hong Kong) Company
Limited
Thermo King (Shanghai) Co., Ltd.
THERMO KING CONTAINER
TEMPERATURE CONTROL (SUZHOU)
CORPORATION LTD.
THERMO KING CONTAINER-
DENMARK A/S
Thermo King Corporation
Thermo King De Puerto Rico, Inc.
THERMO KING EUROPEAN
MANUFACTURING LIMITED
THERMO KING INDIA PRIVATE
LIMITED
THERMO KING IRELAND LIMITED
Thermo King Japan Limited
Thermo King Manufacturing s.r.o.
THERMO KING PUERTO RICO
MANUFACTURA, INC.
Thermo King Rodamientos, S.L.
THERMO KING SERVICES LIMITED
THERMO KING SOUTH AFRICA (PTY)
LTD.

Thermo King SVC, Inc.
Thermo King Sverige AB
Thermo King Trading Company
THERMO KING TRANSPORTKOELING
B.V.
TK Puerto Rico Aire, Inc.
TK Puerto Rico Comercial, Inc.
TK Puerto Rico Ensamblaje, Inc.
TK Puerto Rico Fabricacion, Inc.
TK Puerto Rico Logistica, Inc.
TK Puerto Rico Operaciones Industriales,
Inc.
TK Puerto Rico Produccion, Inc.
TK Puerto Rico Soluciones Climaticas, Inc.
TK Puerto Rico Tecnologias, Inc.
TM Air Conditioning Sdn. Bhd.
Trane (Europe) Limited
Trane (Ireland) Limited
Trane (Schweiz) GmbH / Trane (Suisse)
S.à.r.l.
Trane (Thailand) Limited
Trane Air Conditioning Products Limited
Trane Air Conditioning Systems (China) Co.
Ltd.
Trane Air Conditioning Systems and Service
Co., Limited
Trane Air Conditioning Pte. Ltd.
Trane Aire Acondicionado S.L.
Trane Bermuda Ltd.
Trane Brands, Inc.
Trane Buford LLC
Trane BVBA
Trane Canada, L.P.
Trane Canada ULC
Trane Central America, Inc.
Trane China Holdings Limited
TRANE CLIMATE MANUFACTURING
S.R.L.
Trane CR Spol sro.
Trane Croatia d.o.o. za trgovinu
Trane de Argentina S.A.
Trane de Chile S.A.
Trane de Colombia S.A.
Trane Deutschland GmbH
Trane Distribution Pte. Ltd.

EXHIBIT B

Trane do Brasil Indústria e Comércio de
Produtos para Condicionamento de Ar Ltda.
Trane Dominicana, S.R.L.
Trane Egypt LLC
Trane Energy Choice LLC
Trane Energy Services LLC
Trane Energy-Saving Services (Shanghai)
Co., Ltd.
Trane Europe Holdings B.V.
Trane Export LLC
Trane Finance SPRL
Trane Foundation of New York TRANE
FRANCE SAS
Trane GmbH
Trane GP, Inc.
Trane Grid Services LLC
Trane Hellas S.A.
Trane Holding Co.
Trane Holding Limited
Trane Holdings Company YK
Trane Hungary KFT
Trane Inc.
Trane Inc. Of Delaware
Trane India Ltd.
Trane International, Inc.
Trane IP, Inc.
Trane Italia S.r.L
Trane Japan, Ltd.
Trane Klima Ticaret AS
Trane Korea, Inc.
Trane Kuwait Airconditioning Co. WLL
Trane Malaysia Sales & Services SDN.
BHD.
Trane Maroc S.A.R.L. AU
Trane Netherlands B.V.
Trane NY, Inc.
Trane Poland sp. z o.o.
Trane Portugal
Trane Puerto Rico LLC
Trane Qatar LLC
Trane Romania S.R.L.
Trane S.A.
Trane S.A.E.
Trane Servicefirst, C.A.
Trane Services Limited
Trane Singapore Enterprises Pte. Ltd.

Trane Sistemas Integrales, S. de R. L. de C.
V.
TRANE SUPPORT SAS
Trane Sweden AB
Trane Systems Solutions of Panama, Inc.
Trane Taiwan Distribution Ltd.
Trane Technologies Charitable Foundation
Trane Technologies Company LLC
Trane Technologies Costa Rica Sociedad
Anonima
Trane Technologies European Holding
Company B.V.
Trane Technologies Financial Services
Corporation
Trane Technologies Financing Limited
Trane Technologies Finland Oy
Trane Technologies Funding Ltd.
Trane Technologies Global Holding
Company Limited
Trane Technologies GmbH
Trane Technologies Holdco, Inc.
Trane Technologies Holdings B.V.
TRANE TECHNOLOGIES INDÚSTRIA,
COMÉRCIO E SERVIÇOS DE
ARCONDICIONADO LTDA.
Trane Technologies International Finance
Limited
Trane Technologies International Limited
Trane Technologies Irish Holdings
Unlimited Company
Trane Technologies Latin America B.V.
Trane Technologies Lux Euro III Financing
S.à.r.l.
Trane Technologies Lux Holdings II
Company S.à.r.l.
Trane Technologies Lux International
Holding Company S.à.r.l.
Trane Technologies Luxembourg Finance
S.A.
Trane Technologies Luxembourg United
S.à.r.l.
Trane Technologies PLC
Trane Technologies Rus LLC
Trane Technologies S.A.
Trane Technologies s.r.o.
Trane Technologies Sales Company LLC

EXHIBIT B

TRANE TECHNOLOGIES SERVIÇOS
LTDA.
Trane Technologies Worldwide Capital S.à
r.l.
Trane Thermo King (Shanghai) Enterprise
Management Co., Ltd.
Trane Thermo King Pty Ltd.
Trane U.S., Inc.
Trane UK Limited

Trane Vidalia LLC
Trane Vietnam Services Company Limited
Trane, S.A. de C.V.
TRICOOL THERMAL LIMITED
TSI Anstalt Ltd.
TUI Holdings Inc.
TwentyThreeC LLC
TYS Limited
World Standard Ltd.

Depository and Disbursement Banks

J.P. Morgan Chase

Parties to Material Contracts, Unexpired Leases and License Agreements with the Debtor

National Economic Research Associates, Inc. (NERA)
Navigant Consulting, Inc.
PACE Claim Services
The Claro Group

Significant Co-Defendants in Asbestos-Related Litigation

3M Company	Honeywell International Inc.
A.O. Smith Corporation	Industrial Holdings Inc.
Carborundum Company	Ingersoll Rand Company
CBS Corporation	JM Manufacturing Company Inc.
Crane Company	Metropolitan Life Insurance Company
Foster Wheeler Energy Corporation	Union Carbide Corporation
General Electric Company	Westinghouse Electric Corporation

Debtor's Retained Professionals and Claims Agent

AlixPartners LLP	K&L Gates LLP
Bates White LLC	Kurtzman Carson Consultants LLC
Evert Weathersby Houff	Rayburn Cooper & Durham, P.A.
Jones Day	

Debtor's Significant Ordinary Course Professionals, Consultants and Service Providers

Adler Cohen Harvey Wakeman & Guekguezian LLP	Frantz McConnell and Seymour LLP
Belin McCormick PC	Frilot LLC
Cardno Chemrisk	Gordon Rees Scully Mansukhani, LLP
Christopher Shea Goodwin, Attorney at Law LLLC	Kemp Smith LLP
Courington Kiefer & Sommers LLC	Kenny Shelton Liptak and Nowak LLP
Dentons Bingham Greenebaum LLP	Kitch, Drutchas, Wagner, Valitutti & Sherbrook
Foley & Lardner LLP	Kuchler Polk Weiner, LLC
Fox Rothschild LLP	Law Offices of Timothy Clark, P.A.
	Litchfield Cavo LLP

EXHIBIT B

Maron Marvel Bradley Anderson & Tardy
LLC
Marshall Dennehey Warner Coleman and
Goggin
McAfee & Taft
Meagher & Geer P.L.L.P.
Nelson Mullins Riley and Scarborough LLP
Parker Poe Adams & Bernstein LLP
Parsons Behle

Pascarella Divita PLLC
Prindle Goetz Barnes & Reinholtz
Rasmussen, Dickey & Moore LLC
Snell & Wilmer LLP
Spotts Fain, PC
The Roberts Litigation Group
Tucker Ellis LLP
Ugrin Alexander Zadick PC
Verrill Dana LLP

Known Professionals for Certain Non-Debtor Parties in Interest

McCarter & English, LLP
Burt & Cordes, PLLC

Contractually Indemnified Parties

Ansaldo S.p.A.
ASD Acquisition Corp.
Dresser-Rand Company
Flowserve Corporation
Flowserve Red Corporation
FRC Acquisitions LLC
Ideal Standard International Holding Sarl
Ingersoll-Dresser Pump Company

Ingersoll-Rand U.S. HoldCo., Inc
Murray Turbomachinery Corporation
Rail Acquisition Corp.
Tuthill Energy Systems
Tuthill Pump Company
WABCO Holdings Inc.
Westinghouse Air Brake Company (or
WABCO)

Major Suppliers of Goods and Services

Trane Technologies Company LLC
Trane U.S., Inc.

Members of the Official Committee of Asbestos Personal Injury Claimants and Their Counsel

Steven W. Bomzer, c/o Weitz & Luxenberg,
P.C.
Jerry Lynn Fowles, c/o Brayton Purcell LLP
John Talmage Gambill, c/o Motley Rice
LLC
Ray Hager c/o Dean Omar Branham Shirley
LLP
Joseph Hamlin, c/o Maune Raichle Hartley
French & Mudd, LLC
Barbara Korte o.b.o Donald Korte, c/o
SWMW Law, LLC

Robert Overton, c/o Shepard Law
Pete Panagiotopoulos, c/o Cooney &
Conway
Richard J. Shiel, Sr., c/o Goldberg Persky
White, P.C.
Richard and Calvena Sisk, c/o Kazan,
McClain, Satterly & Greenwood PLC
Richard R. Villanueva, c/o Simmons Hanly
Conroy

Counsel/Professionals for the ACC

EXHIBIT B

Caplin & Drysdale, Chartered
Robinson & Cole LLP
Winston & Strawn
Hamilton Stephens Steele + Martin, PLLC
FTI Consulting, Inc.
Gilbert LLP
Legal Analysis Systems
Verus Claims Services, LLC

Material Insurers

Affiliated FM Insurance Company	Hudson Insurance Company
AIG Property Casualty Company	Landmark Insurance Company
AIU Insurance Company	Lexington Insurance Company
Allianz Underwriters Insurance Company	National Union Fire Insurance Company of
Allstate Insurance Company	Pittsburgh, PA
Employers Insurance Company of Wausau	TIG Insurance Company
Fireman's Fund Insurance Company	Travelers Casualty and Surety Company
Granite State Insurance Company	

Bankruptcy Administrator's Office for the Western District of North Carolina

Shelley K. Abel	David Shepherd
Alexandria Kenny	Katrina Adams
Anne Whitley	Sarah Scholz

Bankruptcy Judges for the Western District of North Carolina

Judge George Hodges (Charlotte)
Judge J. Craig Whitley (Charlotte)
Judge Laura T. Beyer (Charlotte)

District Court Judges for the Western District of North Carolina

Chief Judge Martin Reidinger
Judge Frank D. Whitney
Judge Kenneth D. Bell
Judge Robert J. Conrad
Judge Max O. Cogburn Jr
Senior Judge Graham C. Mullen
Senior Judge Richard L. Voorhees

"Certain Asbestos Creditors"

Jack Atkinson

Robert Overton

EXHIBIT B

Jerry Fowles
Bill E. Glass
Earl Gross
Ray Hager
Joseph Hamlin
Lillian Ann Holt
Louise Kelly, individually and as special
administrator of the estate of William Kelly
Donald Korte
Charles Martier

Jesus Perez
Arthur W. Rosenkeimer III
Richard Shiel, Sr.
Estate of John Sullivan
Timothy Thomas
Edward Travers
Richard R. Villanueva
Estate of Ross Wells Westbrook
David White

Additional Parties Who Have Noticed Their Appearance in These Chapter 11 Cases

Bestwall LLC
Davis & Hamrick, LLP
King & Spalding LLP

U.S. Department of Health and Human
Services

Insurers and Their Counsel

ACE American Insurance Company
ACE Property & Casualty Insurance
Company
Accident & Casualty Co.
Accident & Casualty Insurance of
Winterthur
AIG Property Casualty Insurance Company
Allianz SPA
Allianz Versicherungs AG, AM, Ins. Co.
American Guarantee & Liability Insurance
Company
American Home Assurance Company
Century Indemnity Company
Certain London Market Insurance
Companies
Certain Underwriters at Lloyd's of London
Chicago Ins. Co.
Columbia Casualty Company
Continental Casualty Company and
Continental Insurance Company
Crowell & Moring LLP
Dairyland Insurance Company
Dentons US LLP
Duane Morris LLP
Evanston Insurance Company
Everest Reinsurance Company

Federal Insurance Company
First State Insurance Company
Government Employees Insurance Company
Insurance Company of the State of
Pennsylvania
James, McElroy & Diehl, P.A.
Mays Law Firm, PLLC
MG Property Casualty Insurance Co.
Moore & Van Allen, PLLC
Nexsen Pruet PLLC
Pacific Employers Insurance Company
Rivkin Radler LLP
St. Paul Fire and Marine Insurance
Company
St. Paul Guardian Insurance Company
St. Paul Surplus Lines Insurance Company
Steptoe & Johnson LLP
The Ocean Marine Insurance Company
Limited
Travelers Indemnity Company
Troutman Pepper Hamilton Sanders LLP
Twin City Fire Insurance Company
United States Fidelity and Guaranty
Company
Wellfleet New York Insurance Company
Westchester Fire Insurance Company
Willkie Farr & Gallagher LLP

EXHIBIT B

PartnerRe Insurance Company of New York
(f/k/a Winterthur Swiss Insurance Company)
World Auxiliary Insurance Corporation
Limited
Yasuda Fire & Marine Insurance Company
(UK) Limited
Employers Mutual Insurance Company
Hartford Accident and Indemnity Company
Ifrah, PLLC
New England Insurance Company
New England Reinsurance Corporation
NRG Victory Reinsurance Company
Limited
Republic Insurance Company
Shipman & Goodwin LLP
Wilmer Cutler Pickering Hale and Dorr LLP
Windels Marx Lane & Mittendorf, LLP

Zurich American Insurance Company
Zurich Insurance Company Ltd
Zurich Reinsurance Company, Ltd.

Counsel to Certain Asbestos Claimants

Essex Richards, P.A.
Higgins & Owens, PLLC
Richardson, Patrick, Westbrook &
Brickman, LLC
Schrader & Associates, LLP
Touchstone Family Law

Contract Counterparties and Their Counsel

Clark Equipment Company
Doosan Infracore Co., Ltd.
Gardner Denver Holdings, Inc.
Kirkland & Ellis LLP

Other Parties

Seth B. Shapiro

EXHIBIT B

Known Professionals for the Future Claimants' Representative

Anderson Kill P.C.
Ankura Consulting Group, LLC
Grier Wright Martinez, PA
Orrick, Herrington & Sutcliffe LLP

Counsel to Certain Asbestos Claimants

Bergman Draper Oslund Udo
Brayton Purcell LLP
Dean Omar Branham, LLP
Kazan, McClain, Satterley & Greenwood
Maune Raichle Hartley French & Mudd, LLC
Shepard Law, P.C.

Parties to Contested Proceeding

Hull & Chandler, P.A.
Sander L. Esserman
Young Conaway Stargatt & Taylor, LLP

Parties Served Subpoenas Pursuant to the Trust Discovery Order

ACandS Asbestos Settlement Trust
Armstrong World Industries Asbestos Personal Injury Settlement Trust
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
Celotex Asbestos Settlement Trust
Combustion Engineering 524(g) Asbestos PI Trust
DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
Flintkote Asbestos Trust
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust
GST Settlement Facility
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
Paddock Enterprises, LLC
Pittsburgh Corning Corporation Asbestos PI Trust
Quigley Company, Inc. Asbestos PI Trust
T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
The Delaware Claims Processing Facility
The Manville Personal Injury Settlement Trust
United States Gypsum Asbestos Personal Injury Settlement Trust
Verus Claims Services, LLC
Verus LLC
WRG Asbestos PI Trust
Yarway Asbestos Personal Injury Trust

EXHIBIT B

Parties That Have Filed A Notice of Appearance and Their Counsel

Alexander Ricks PLLC
Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
Christopher Kuehn
David Regnery
Evan Turtz
FranGecker LLP
Galiher DeRobertis & Waxman LLP
Greenberg Traurig, LLP
Heather Howlett
Michael Lamach
McDermott Will & Emery LLP
McGuireWoods LLP
Moon Wright & Houston, PLLC
Nemeroff Law, PC
Richard Daudelin
Sara Brown
The Ruckdeschel Law Firm, LLC
The Oakfabco Liquidating Trust
Waldrep Wall Babcock & Bailey PLLC
Ward and Smith, P.A.
Waters & Krause, LLP
U.S. Bank National Association
Skarzynski Marick & Black LLP
Motley Rice LLC

Counsel for Parties Served Subpoenas Pursuant to the Trust Discovery Order

A.M Sacculo Legal LLC
Anselmi & Carvelli, LLP
Ballard Spahr LLP
Blanco Tackabery & Matamoros, P.A.
Bradley Arant Boult Cummings LLC
Campbell & Levine, LLC
Chipman, Brown, Cicero & Cole LLP
David I. Bledsoe
HoganMcDaniel
Latham & Watkins LLP
Lowenstein Sandler LLP
Potter Anderson & Corroon LLP
Richards, Layton & Finger P.A.
Robinson, Bradshaw & Hinson, P.A.
Stark & Stark
Sullivan Hazeltine Allinson LLC
Swartz Campbell LLC
Wollmuth Maher & Deutsch LLP

EXHIBIT C

CURRENT CLIENTS

Significant Co-Defendants in Asbestos-Related Litigation

Honeywell International Inc.

Material Insurers

Affiliated FM Insurance Company

Allstate Insurance Company

Insurers and Their Counsel

Century Indemnity Company

Federal Insurance Company

FORMER CLIENTS

Significant Co-Defendants in Asbestos-Related Litigation

3M Company

CBS Corporation

General Electric Company

Depository and Disbursement Banks

JPMorgan Chase

Insurers and Their Counsel

Zurich American Insurance Company



EXHIBIT D

Hourly Billing Rates Effective January 1, 2025¹ US/United States Dollars

	Rate per Hour		
² Full Time Principals	\$1,000	-	\$1,425
Senior Consultants			\$950
Senior Associates	\$850	-	\$950
Associates	\$650	-	\$750
Research Associates			\$625
Litigation Specialists	\$425	-	\$550
Research Analysts	\$425	-	\$590
Data Engineer	\$425	-	\$550
³ Professional Services	\$150	-	\$550
³ Administrative			\$150

¹ These billing rates may be revised from time to time to reflect staff promotions, conditions of the consulting labor market and periodic increases not specific to this engagement.

² Principals who are not in the Primary Practice for this Rate Card or are not full-time employees of the Firm may have hourly rates outside this range.

³ Specialized Administrative and Professional Services staff may have hourly rates outside this range.

Exhibit B

Engagement Letter



Jonathan Guy
Orrick, Herrington & Sutcliffe LLP
2100 Pennsylvania Avenue, NW
Washington, DC 20037

June 4, 2025

Dear Jonathan:

The purpose of this letter is to confirm the terms of the agreement below for professional services ("Agreement") between The Brattle Group, Inc. ("Brattle"), Orrick, Herrington & Sutcliffe, LLP ("Counsel") in its capacity as counsel to Joseph W. Grier, III, as court-appointed Future Claimants' Representative ("FCR") (together with Counsel, the "Client"), appointed by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the bankruptcy cases of Aldrich Pump LLC and Murray Boiler LLC (collectively, the "Debtors"),¹ jointly administered under Case No 20-30608 (the "Matter"), and the FCR.

1. THE SERVICES

In consideration of the mutual covenants and promises herein, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, Brattle and the Client (collectively "the Parties") agree as follows:

A Brattle team, led by David McKnight and Paul Hinton, will provide expert professional services to Counsel that are necessary and essential to their legal representation of the FCR, including services as a testifying expert, in connection with the valuation of the quantity and value of future asbestos claims and such other expert analyses. Brattle shall take direction from and undertake such specific projects as are authorized and assigned in writing to it by Jonathan P.

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

JONATHAN GUY, ORRICK

JUNE 4, 2025

Guy (“Liaison Counsel”)² and agreed to by Brattle (the “Services”). The Services may include, if requested, production of expert reports and testimony regarding the analyses performed and the conclusions to be drawn therefrom.

Brattle will not provide, nor should we be asked to provide, legal advice or strategy.

2. CONFIDENTIALITY OBLIGATIONS

In the performance of the Services Brattle may have access to privileged, proprietary and confidential information belonging to Counsel, the FCR or a third party (“Confidential Information”). We take our obligations regarding the maintenance of Confidential Information seriously. We will handle all Confidential Information with at least the same degree of care as we handle our own proprietary and confidential information and will not disclose any Confidential Information (or information derived therefrom) to, or use it on behalf of, third parties without Counsel’s consent and that of the FCR. Of course, this obligation will not cover information that: a) at the time of disclosure is in, or later becomes part of, the public domain other than as a result of our breach; b) was known by us at the time disclosed to us due to circumstances or events unrelated to this engagement; or c) is required to be disclosed pursuant to subpoena or other governmental or judicial process purporting to compel disclosure. In the event Brattle receives such a subpoena or other governmental or judicial process, unless we are prohibited by law from doing so, we will use reasonable efforts to give Counsel and/or the FCR prompt notice and will reasonably cooperate as part of the Services with any efforts by Counsel or the FCR to pursue legal remedies preventing or limiting disclosure. Brattle shall not be required to delay disclosure while Counsel or the FCR pursue legal remedies aimed at preventing or limiting such disclosure, if such delay would subject us to sanctions.

It may be necessary for Counsel to disclose to Brattle legal theories and/or other privileged or confidential information. Accordingly, unless Counsel instructs Brattle to the contrary with respect to this matter, Brattle acknowledges that its Services may be protected from disclosure to third parties under the applicable rules of procedure and by the attorney work product doctrine, and that in some cases Brattle’s communications with Counsel may be considered protected from disclosure pursuant to the attorney-client privilege, the applicable rules, stipulation of the parties and/or court order. In order to maintain the privileged and confidential nature of these communications and Brattle’s work, unless required by subpoena

² In the event Liaison Counsel changes, Brattle shall be given written notice thereof in accordance with Section 9 of this Agreement.

JONATHAN GUY, ORRICK

JUNE 4, 2025

or other governmental or judicial process, Brattle agrees not to discuss these matters with any third person without Counsel's permission. Notwithstanding the foregoing, in the event Counsel discloses Brattle or any other experts affiliated with Brattle as a testifying expert, we will disclose all documents and information required by the applicable discovery rules, stipulations, and orders.

All communications pursuant to and in furtherance of this Agreement shall be addressed to Liaison Counsel as provided in Section 9 herein.

In the event Counsel asks Brattle to work with other professional advisers (e.g. other consultants, financial advisors, counsel) retained by Counsel in relation to the Matter, we shall be permitted to disclose Confidential Information to them only upon instruction by Counsel.

At the close of the engagement, Counsel may request that Brattle return or destroy its substantive files in relation to the Matter. Except as may be otherwise required by law or judicial or regulatory order, Brattle agrees to comply with any such request.

The obligations in this Section 2 shall survive the termination or expiration of this Agreement and shall continue until a specific written release is given to Brattle by Counsel.

3. DURATION OF RETENTION

This Agreement shall be effective as of June 4, 2025 ("Engagement Date"), subject to the approval of the Bankruptcy Court. Counsel, on behalf of the FCR, shall promptly, but in no event later than 30 days after the Engagement Date, apply to the Bankruptcy Court for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of a) this Agreement and b) the retention of Brattle by the FCR under the terms of this Agreement and subject to the standard of review provided in section 328(a) of the Bankruptcy Code *nunc pro tunc* to the Engagement Date and not subject to any other standard of review under section 330 of the Bankruptcy Code. Counsel shall supply Brattle with a draft of such application and any proposed order authorizing Brattle's retention sufficiently in advance of the filing of such application and proposed order to enable Brattle to review and comment thereon. Brattle shall have no obligation to provide any services under this engagement letter in the event that Brattle's retention under the terms of this Agreement is not approved under section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is reasonably acceptable to Brattle in all respects.

JONATHAN GUY, ORRICK

JUNE 4, 2025

This Agreement may be terminated at any time by either Party, hereto, upon written notice to the other Party of sixty (60) calendar days (the "Termination Notice Period"). Upon notice of termination, Brattle shall bring to an orderly conclusion any project or projects assigned to it by the end of the Termination Notice Period. Brattle shall deliver all reports and memoranda that are in a completed state at the end of the Termination Notice Period to the extent of receipt of payment. Brattle shall deliver or destroy all materials provided to it by the Counsel and FCR in connection with this Agreement by the end of the Termination Notice Period.

The FCR agrees that the fee arrangements provided in this Agreement are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code. The termination of this Agreement shall not relieve the Debtors of their obligations to pay Brattle for any Services performed and expenses as provided under Section 4 of this Agreement, as of the effective date of termination.

4. COMPENSATION

As full consideration for the performance of Services described in Section 1, herein, it is understood and agreed that the Debtors shall pay Brattle's fees and expenses, subject to allowance by the Bankruptcy Court pursuant to 11 U.S.C. §§ 330–331. The FCR and Orrick shall have no liability for such fees or expenses. The FCR shall use its best efforts to provide for the payment in full, in cash, of any fees and expenses described in this Section 4 of the Agreement in any plan submitted to the Bankruptcy Court for confirmation; however, Brattle recognizes the Debtors' ability to make such payments may be subject to approval of the Bankruptcy Court.

Brattle charges on a time-and-materials basis based on the hourly billing rates in effect at the time Services are performed. The hourly rates currently in effect for restructuring matters of this nature are:

Principals	\$1,000-\$1,425
Consultants	\$800-\$1,100
Sr. Associates	\$850-\$950
Associates	\$650-\$750
Research Analysts and Sr. Research Analysts	\$425-\$550

These rates may be revised from time to time to reflect staff promotions, conditions of the consulting labor market and periodic increases (typically annually) not specific to this engagement. Out-of-pocket expenses, including attorney's fees related to the retention of

JONATHAN GUY, ORRICK

JUNE 4, 2025

Brattle or any disputes respecting this Agreement, incurred in connection with the engagement will be billed at cost. Non-working travel time will be billed at 50% of Brattle's standard hourly rates, but will not be billed to the extent the Brattle professional is working on other matters while traveling.

Brattle shall deliver its invoices for all Services performed and expenses incurred pursuant to this Agreement after the end of the month in which such Services were performed and expenses incurred or upon completion of Services, if sooner. Brattle shall upload its invoices under this Agreement to the Debtors' electronic system, pursuant to instructions to be provided to Brattle. All invoices shall also be submitted to:

Jonathan P. Guy, Esq.
Debbie Felder, Esq.
Orrick, Herrington & Sutcliffe LLP
2100 Pennsylvania Avenue, NW
Washington, DC 20037
jguy@orrick.com
dfelder@orrick.com

Payments shall be made in accordance with the Bankruptcy Court orders approving Brattle's compensation, in accordance with Bankruptcy Code sections 328 and 1103(a), Bankruptcy Rule 2014, and Local Rules 2014-1 and 2016-1.

It is Brattle's policy not to allow any depositions or testimony to be given if any undisputed accounts are not current (subject to the approval provisions of the Interim Compensation Order). This policy ensures that we can testify that Brattle's fees are not contingent upon success. It is understood that as of this date Brattle has not arrived at any conclusions respecting any issues relating to the Matter. Payment of any fees or reimbursement of expenses will not be contingent in any way on the content of Brattle's analysis, reports, advice, or testimony or on the outcome of any negotiations or litigation.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

This engagement is not intended to shift risk normally borne by the Debtors (or the FCR) to Brattle. To the fullest extent permissible pursuant to governing law, the Debtors shall indemnify and hold Brattle, its principals, officers, directors, affiliates, personnel, agents and contractors ("Brattle Indemnified Parties") harmless against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against a Brattle Indemnified Party by a third party, including a subpoena or court

JONATHAN GUY, ORRICK

JUNE 4, 2025

order, arising from or relating to any services that Counsel or the FCR use or disclose, or this Agreement or the Services rendered under this Agreement generally. This indemnity shall not apply to the extent a claim arises out of a Brattle Indemnified Party's gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

The Parties will not be liable to one another for any special, punitive, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, Brattle's liability relating to this Agreement will in no event exceed an amount equal to the fees (excluding taxes and expenses) Brattle receives from the Debtors for the portion of the services giving rise to such liability. Further, Brattle shall not be liable for any delays or failures in its performance due to circumstances beyond Brattle's reasonable control.

6. CHALLENGES TO TESTIMONY

Counsel agrees to provide Brattle with prompt notice of any *Daubert* or similar pre-trial motion made by other parties or persons to restrict, exclude or in any way limit either the testimony we propose to provide or Brattle's participation in the underlying legal matter. Counsel also agrees to permit Brattle and its own counsel, at Brattle's option, to participate in and contribute to the defense of any such challenge (including briefing and oral argument).

7. USE OF WORK PRODUCT

It is understood and agreed that any report(s) we provide will be used to assist Client in the Matter, and not for any other purpose without Brattle's written permission in each instance. Any reports we prepare will not be for general circulation or publication unless the Debtors or the Bankruptcy Court require that such reports be filed on the docket in the Debtors' bankruptcy cases.

8. BRATTLE WORK FOR OTHER CLIENTS

Counsel and the FCR agree that Brattle's receipt of Confidential Information shall not prevent Brattle from providing similar services for a broad range of other clients, or from performing services for other clients outside the Matter. In engaging us to perform these Services, Client agrees that we shall be permitted to perform such services for other clients provided that at all times Brattle's confidentiality obligations hereunder are maintained.

Client acknowledges that it is not a conflict of interest if Brattle is engaged by parties potentially adverse to the Client in matters substantively unrelated to the Services.



JONATHAN GUY, ORRICK

JUNE 4, 2025

9. NOTICE

Whenever notice is to be given to either Party under the terms of this Agreement, it shall be sufficient if delivered in writing, sent by hand or by overnight courier with acknowledged receipt. Such notice shall be deemed submitted on the date the notice is delivered. When written notice to Counsel or Brattle is required by the terms of this Agreement, it shall be addressed as follows.

To Counsel: Jonathan P. Guy, Esq.
Orrick, Herrington & Sutcliffe LLP
2100 Pennsylvania Avenue, NW
Washington, DC 20037
jguy@orrick.com

To Brattle: David McKnight
The Brattle Group, Inc.
7 Times Square, Suite 1500
New York, NY 10036
David.McKnight@brattle.com

10. MISCELLANEOUS

Brattle acknowledges that it has been retained on behalf of, and will report solely to, Counsel and the FCR, and shall have no duty to the Debtors notwithstanding that Brattle's fees and expenses will be paid by the Debtors.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Bankruptcy Court shall have jurisdiction over any disputes arising from this Agreement.

The obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of this Agreement.

This Agreement constitutes the full and complete understanding between the parties hereto about its subject, and may be varied or supplemented only in writing signed by the parties.



JONATHAN GUY, ORRICK

JUNE 4, 2025

No party hereto may assign any of the rights or obligations created by this Agreement except with the express written consent of the other parties hereto.

If the above terms are acceptable, please have this letter signed by an authorized representative and returned to Brattle. We look forward to working with you and Client on this engagement. We are committed to providing quality service, and urge you to discuss with me any concerns with the level of service being provided.

Very truly yours,

David McKnight

PRINCIPAL | NEW YORK

David McKnight

Accepted and agreed to:

Orrick, Herrington & Sutcliffe LLP

By:

Jonathan Guy (MR)

(Signature)

6/4/2025

Date

Jonathan Guy, Senior Counsel

(Print Name and Title)

Joseph W. Grier, III, The Future Claimants' Representative

[Signature]

(Signature)

6/4/2025

Date

Exhibit C

Proposed Order

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

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

**ORDER AUTHORIZING JOSEPH W. GRIER, III, THE FUTURE CLAIMANTS’
REPRESENTATIVE, TO RETAIN AND EMPLOY
THE BRATTLE GROUP, INC. AS CLAIMS TESTIFYING EXPERT**

Upon the *ex parte* application (the “Application”) of Joseph W. Grier, III, the Court-appointed legal representative for future asbestos personal injury claims (the “FCR”) for entry of an order (this “Order”) authorizing the FCR to retain and employ The Brattle Group, Inc. (“Brattle”) as his claims testifying expert in connection with the above-captioned Chapter 11 Cases of Aldrich Pump LLC and Murray Boiler LLC (collectively, the “Debtors”), it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 Cases and the Application in this district is proper

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

pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having reviewed the Application and the accompanying McKnight Declaration;¹ and the Court being satisfied based upon the representations made in the Application and the McKnight Declaration that (a) Brattle is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, (b) Brattle does not hold or represent any interest adverse to the FCR, the Debtors or their estates on the matters upon which Brattle is to be engaged, (c) Brattle has no connection to the Debtors, their creditors, or any other party in interest except as disclosed in the Application and the McKnight Declaration, and (d) the retention and employment of Brattle as claims testifying expert to the FCR is reasonable, necessary, and appropriate and is in the best interests of the FCR and the Debtors’ estates, their creditors and other parties in interest; and it further appearing that the terms and conditions of Brattle’s employment as described in the Application and the McKnight Declaration are reasonable and necessary; and the Court having found that notice of the Application was sufficient under the circumstances and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefore;

T IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. In accordance with Bankruptcy Code sections 328 and 1103(a), Bankruptcy Rule 2014, and Local Rule 2014-1 and 2016-1, the FCR is hereby authorized to employ and retain Brattle as his claims testifying expert in the above-captioned Chapter 11 Cases on the terms and conditions set forth in the Application and the McKnight Declaration.

¹ Any capitalized term not defined herein shall have the meaning ascribed to it as set forth in the Application.

3. Brattle is authorized to render the professional services set forth in the Application and the McKnight Declaration.

4. Brattle will use their reasonable efforts to avoid any duplication of services provided by any of the FCR's other retained professionals in these Chapter 11 Cases.

5. Brattle shall be compensated for their services and reimbursed for any related expenses as set forth in the Application and the McKnight Declaration, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, the Interim Compensation Order, and any other applicable orders or procedures of this Court.

6. This Order shall immediately be effective and enforceable upon its entry.

7. The FCR is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

8. This Court shall retain exclusive jurisdiction over all matters pertaining to this Order and the Application.

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