

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. 20-30608 (LMJ)

(Jointly Administered)

**THE OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS’  
MOTION TO RECONSIDER THE ORDER AUTHORIZING JOSEPH W. GRIER, III,  
THE FUTURE CLAIMANTS’ REPRESENTATIVE, TO RETAIN AND EMPLOY THE  
BRATTLE GROUP, INC. AS CLAIMS TESTIFYING EXPERT**

The Official Committee of Asbestos Personal Injury Claimants (the “**Committee**”) of Aldrich Pump LLC, *et al.*, (the “**Debtors**”) hereby moves for reconsideration of the *Order Authorizing the Application of Joseph W. Grier, III, the Future Claimants’ Representative, to Retain and Employ the Brattle Group, Inc. as Claims Testifying Expert* [Dkt. No. 2687] (the “**Brattle Retention Order**”), which granted 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 Testifying Expert* [Dkt. No. 2686] (the “**Brattle Retention Application**”)<sup>2</sup> filed by Joseph W. Grier, III, the Future Claimants’ Representative (the “**FCR**”), and respectfully states as follows:

<sup>1</sup> The Debtors are the following entities (the last four digits of the Debtors’ 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> All capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Brattle Retention Application.



**PRELIMINARY STATEMENT**

1. The Brattle Retention Application should be denied. The FCR has already retained Ankura to provide expert testimony and asbestos claims estimation services and he has not demonstrated any cognizable need for retaining a second expert in the upcoming estimation proceedings or shown that the additional cost to bring Brattle up to speed in this case is in the best interests of the estate or its creditors. The FCR's assent to the PSA, which contractually binds him to support the Debtors' Plan and estimation analysis, requires any expert that he retains to simply parrot the Debtors' own estimate. The FCR essentially acknowledged as much at the April 15, 2025 hearing, where his counsel informed the Court that he anticipated a need for expert testimony only if the PSA "fell apart," which to the Committee's knowledge has not occurred. The FCR cannot demonstrate a need for the retention of an expert witness whose testimony will be entirely superfluous and unnecessary.

2. Brattle's retention is also not in the best interests of the estate because it is duplicative. The Brattle Retention Application fails to acknowledge the FCR's prior retention of Ankura to perform the same services and explain why Ankura is unable to serve as a testifying witness for the FCR despite its significant estimation work to date. Ankura was retained almost five years ago to provide, among other things, expert witness and asbestos liability estimation services and has billed over half a million dollars in such services to the Debtors' estate. Ankura representatives routinely provide testimony in connection with their estimation work in bankruptcy. The FCR has not demonstrated why Ankura is unable to carry out its Court-approved scope of work, and why retaining Brattle to duplicate Ankura's work is necessary. Particularly given the FCR's prior statements on the record, the Committee has serious concerns about the reasons behind the FCR's unwillingness to use Ankura as a witness, which it intends to explore

through contested matter discovery, resulting in additional costs to the estates due to the FCR's unexplained decision to retain two duplicative experts.

3. Moreover, even if the FCR could show any need for the retention of an additional expert witness, the Brattle Retention Application should be denied because it does not provide any detail on how Brattle and Ankura will avoid duplicating services despite being engaged to perform the same work.

4. The Brattle Retention Application also fails to comply with section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014 because Brattle has not provided any detail on its current and former representation of parties in interest to these cases, including whether its representations were entirely unrelated to the Debtors.

5. Accordingly, the Committee respectfully requests that the Court reconsider the Brattle Retention Order and deny the Brattle Retention Application.

### **JURISDICTION**

6. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue for this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

7. The basis for the relief sought is Rule 9013-1(f) of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "**Local Rules**").<sup>3</sup>

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<sup>3</sup> To the extent applicable, the Brattle Retention Order may also be reconsidered under Rules 59 and 60 of the Federal Rules of Civil Procedure (the "**Civil Rules**"), made applicable to this proceeding by Rules 9023 and 9024 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

### **BACKGROUND**

8. On June 18, 2020 (the “**Petition Date**”), the Debtors commenced these proceedings (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”).

9. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors have continued as debtors-in-possession since the Petition Date. No trustee or examiner has been appointed in the Chapter 11 Cases.

10. On June 30, 2020, the Bankruptcy Administrator moved to appoint the Official Committee of Asbestos Personal Injury Claimants in the Debtors’ cases pursuant to section 1102 of the Bankruptcy Code [Dkt. No. 126]. The Bankruptcy Court orally granted the motion at a hearing on July 6, 2020 and entered an order memorializing its ruling on July 7, 2020. *See* Dkt. No. 147.

11. On August 21, 2020, the Debtors filed the *Motion of the Debtors for an Order Appointing Joseph W. Grier, III as Legal Representative for Future Asbestos Claimants* [Dkt. No. 276]. The Court appointed Mr. Grier as FCR on October 14, 2020 [Dkt. No. 389], over the Committee’s objection and cross-motion to appoint a different future claimants’ representative [Dkt. No. 324]. The FCR subsequently retained Grier, Wright, Martinez, PA and Orrick, Herrington & Sutcliff, LLP as counsel [Dkt. Nos. 393 and 394].

12. In December 2020, the FCR filed the *Ex Parte Application of Joseph W. Grier, III, the Future Claimants’ Representative, for an Order Authorizing the Retention and Employment of Ankura Consulting Group, LLC as Asbestos Claims Consultant and Financial Advisor* [Dkt. No. 463] (the “**Ankura Retention Application**”), which this Court granted [Dkt. No. 464] (the “**Ankura Retention Order**”).

13. The terms of the Ankura Retention Application, as approved by the Ankura Retention Order, describe the services Ankura will provide as including, but not limited to:

- (a) Estimating the number and value of present and future asbestos-related personal injury claims and demands; . . .
- (b) Evaluating reports and opinions of experts and consultants retained by other parties-in-interest to the bankruptcy proceeding; . . .
- (c) Providing expert testimony and reports related to the foregoing and assisting the FCR in preparing and evaluating reports and testimony by other experts and consultants; and
- (f) Providing such other consulting services as may be requested by the FCR or his counsel.

Ankura Retention Application ¶ 10. At the time of retention, Ankura’s hourly rates for asbestos claims estimation advisory services ranged from \$160 to \$800 an hour depending on the professional level of the billing individual. *Id.* at ¶ 16. Ankura has been retained as the claims evaluation expert to future claims representatives in 27 separate chapter 11 bankruptcies (as of December 2020). *Id.* at Ex. B ¶ 6.

14. On September 24, 2021, the Debtors filed the *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* (the “**Plan**”) [Dkt. No. 831] and the *Plan Support Agreement* [Dkt. No. 832] (“**PSA**”) among the Debtors, Trane Technologies Company LLC and Trane U.S. Inc. (together, the “**Non-Debtor Affiliates**”), and the FCR.

15. The Settlement Term Sheet attached to the PSA and embodied in the Plan provides \$500 million “total funding for asbestos claims liability” and a further \$45 million in administrative costs. PSA Ex. A at 5, 6. A minimum of \$125 million of the \$545 million total funding “shall be available to pay Prepetition Asbestos Claims.” *Id.*

16. The PSA requires, in relevant part, that the FCR support its deal with the Debtors and “not seek to amend or modify, or file a pleading seeking authority to amend or modify, the

Restructuring Documents in a manner that is materially inconsistent with this Agreement” and “not file any pleading materially inconsistent with the terms of this Agreement, the Chapter 11 Plan, or the Supported Restructuring Transactions.” PSA § 5.01(a)(iii), (viii), and (ix).

17. Moreover, the PSA requires, in relevant part, that the FCR also “timely oppose or support the Debtors in any objections filed with the Bankruptcy Court to (A) the Motions; (B) the Disclosure Statement, (C) the Chapter 11 Plan, or (D) confirmation of the Chapter 11 Plan[.]” PSA § 5.01(a)(v). The defined term “Motions” includes the Estimation Motion.<sup>4</sup>

18. On April 18, 2022, this Court entered the *Order Authorizing Estimation of Asbestos Claims* [Dkt. No. 1127], which provides for estimation of “the Debtors’ aggregate liability for all current and future asbestos personal injury claims.” *Id.* at ¶ 2.

19. On March 6, 2025, the Debtors filed the *Debtors’ Motion to Amend Case Management Order for Estimation of Asbestos Claims* [Dkt. No. 2562] (“**Motion to Amend CMO**”). The requested deadlines included preliminary exchange of expert reports among the parties.

20. At the initial hearing on the Motion to Amend CMO, counsel for the FCR noted that “we have no intention of [providing a report]. We have an agreement with the debtors. We know what number we think is acceptable up to this point.” Mar. 27, 2025 Hr’g Tr. at 69:3-5 (Mr. Guy). Counsel for the FCR reiterated this position at the continued hearing on April 15: “I think as we discussed before, you know, the FCR has an agreement with the debtors. . . . In the event

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<sup>4</sup> Also on September 24, 2021, the Debtors filed the *Motion of the Debtors for Estimation of Prepetition Asbestos Claims* [Dkt. No. 833] (the “**Estimation Motion**”), which asked this Court to determine that the Debtors’ liability for the Prepetition Asbestos Claims (as defined therein) is no more than \$125 million in the aggregate, and which was supported by the FCR. See *The Future Asbestos Claimants’ Representative’s Response to the Debtors Motion for Estimation of Prepetition Asbestos Claims* [Dkt. No. 888].

that agreement falls apart for whatever reason, we may need expert testimony.” Apr. 15, 2025 Hr’g Tr. at 12:4-8 (Mr. Guy).

21. Following the April 15 Hearing, the Court entered the *Second Amended Case Management Order for Estimation of Asbestos Claims* [Dkt. No. 2656] (the “**Estimation CMO**”). The Estimation CMO requires the Debtors and the Committee to exchange initial expert reports regarding estimation on or before September 15, 2025. *Id.* at ¶ 3. The Estimation CMO also authorizes, but does not require, the FCR and the Non-Debtor Affiliates to submit such initial expert reports. *Id.* If the FCR or the Non-Debtor Affiliates decline to do so, “they shall be foreclosed from presenting expert evidence on the Debtors’ estimated liability for current and future mesothelioma and non-mesothelioma claims as part of their case-in-chief.” *Id.*

22. On June 13, 2025, the FCR filed the Brattle Retention Application [Dkt. No. 2686]. Pursuant to the Local Rules, the Court entered the Brattle Retention Order *ex parte* on June 17, 2025 [Dkt. No. 2687].

23. Under the terms of the Brattle Retention Application and the Brattle Retention Order, Brattle’s services will include “expert professional services . . . , including serving as a testifying expert, in connection with the valuation of the quantity and value of future asbestos claims and such other expert analyses.” Brattle Engagement Letter, Brattle Retention Application Ex. B at 1. Brattle’s hourly rates range from \$425 to \$1,425 an hour depending on the professional level of the billing individual. Brattle Retention Application ¶ 14. Nothing in the Brattle Retention Application indicates Brattle has ever represented a future claimants’ representative in a mass tort case. However, Mr. McKnight’s CV indicates he has offered expert testimony on behalf of debtors and their insurers in mass tort bankruptcies. *See id.*, Ex. A at Ex. A.

## ARGUMENT

### **I. THE BRATTLE RETENTION APPLICATION SHOULD BE DENIED BECAUSE IT IS NOT IN THE BEST INTERESTS OF THE ESTATE**

#### **A. The Brattle Retention is Unnecessary to the Administration of These Cases**

24. In its *Order Appointing Joseph W. Grier, III as Legal Representative for Future Asbestos Claimants* [Dkt. No. 389], the Court authorized the FCR to “employ attorneys and other professionals consistent with sections 327 and 1103 of the Bankruptcy Code, subject to prior approval of this Court.” *Id.* at ¶ 4. Section 327(a) authorizes the retention of professionals that provide necessary assistance to the bankruptcy process, that “do not hold or represent an interest adverse to the estate[.]” and are “disinterested.” The Brattle Retention Application fails to satisfy the basic requirements of section 327(a) and should be denied.

25. Section 327 “accords the bankruptcy court broad discretion in approving the employment of professionals.” *Byrd v. Johnson*, 467 B.R. 832 (D. Md. 2012) (internal quotation marks and citation omitted), *aff’d sub nom. In re Byrd*, 484 Fed. Appx. 845 (4th Cir. 2012). The “discretion of the bankruptcy court must be exercised in a way that it believes best serves the objectives of the bankruptcy system. Among the ultimate considerations for the bankruptcy courts in making these decisions must be the protection of the interests of the bankruptcy estate and its creditors, and the efficient, expeditious, and economical resolution of the bankruptcy proceeding.” *In re Harold & Williams Dev. Co.*, 977 F.2d 906, 910 (4th Cir. 1992).<sup>5</sup>

26. Brattle’s retention is not in the best interests of the bankruptcy estate and its creditors because Brattle’s retention is unnecessary to the administration of the case. The FCR claims Brattle’s services are “necessary and essential to the FCR’s ability to carry out his fiduciary

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<sup>5</sup> Bankruptcy Rule 2014(a)(2) also requires the applicant to demonstrate “specific facts” showing, among other things, (i) the need for employment; and (ii) the reasons for the selection. Fed. R. Bankr. P. 2014(a)(2).

obligations to future claimants.” Brattle Retention Application ¶ 11. But the FCR has already committed to support the Debtors’ Plan, which allocates \$545 million to fund a trust that will resolve all of the Debtors’ asbestos liabilities. With respect to the Plan, the Estimation Motion, and the estimation-related discovery sought by the Debtors, the FCR is *required* to be in lockstep with the Debtors. The express provisions of the PSA and Plan bar the FCR from advancing an estimate of the asbestos liabilities that is higher than the Plan’s proposed trust funding. PSA § 5.01(a)(iii). The FCR’s expert can only produce a report that agrees with the Debtors’ own expert, resulting in no benefit to the estate and creating unnecessary expense. *See In re Energy Partners, Ltd.*, 409 B.R. 211, 235 (Bankr. S.D. Tex. 2009) (noting that where retaining party had represented it supported the debtor’s plan, retaining another expert to generate valuation report that agreed with the debtor expert’s valuation report was “troublesome” and “extravagant”). Counsel for the FCR admitted as much when he made clear at the March 27 and April 15, 2025, hearings that he was unlikely to require an expert report so long as the PSA remains in effect. Mar. 27, 2025 Hr’g Tr. at 69:3-5; Apr. 15, 2025 Hr’g Tr. at 12:4-8.

27. The FCR committed to the PSA and to support the Plan with the benefit of Ankura’s analysis and forecasting of the Debtors’ asbestos liabilities.<sup>6</sup> Counsel for the FCR claimed that, in conjunction with the Plan and PSA, “[w]e spent a great deal of time with our experts [i.e., Ankura] looking at the claims database, looking at the insurance, trying to understand the scope of the liabilities . . . .” Dec. 2, 2021 Hr’g Tr. at 35:4-7 (Mr. Guy). Presumably based on that time spent with Ankura, the FCR’s counsel described the \$545 million settlement as a “real, valid, reasonable

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<sup>6</sup> Based on a review of Ankura’s fee statements, the Committee estimates Ankura has billed over 1,400 hours and \$575,693.50 in fees to estimation-related work between its retention and January 31, 2025. *See, e.g.*, Second Ankura Interim Fee Application (\$338,166.00 for 733.3 hours of “Claims Administration” work: “members of Ankura’s asbestos claims estimation team reviewed the Debtors’ claims database, prepared asbestos claims data aggregation and analysis, and analyzed administrative costs and claims estimates.”) [Dkt No. 765 ¶ 11(c)].

number to address asbestos liabilities in this case.” *Id.* at 35:3-4 (Mr. Guy). Because the FCR relied on Ankura’s expert estimation services when negotiating and reaching that deal, retaining Brattle as an additional estimation expert is unnecessary. If Brattle’s services are indeed “necessary and essential to the FCR’s ability to carry out his fiduciary obligations to future claimants,” it is unclear what has changed since the FCR entered into the PSA, when he presumably had whatever services he deemed necessary. Brattle Retention Application ¶ 11.

28. The FCR has already retained Ankura to testify regarding the Debtors’ estimated asbestos liabilities. Ankura Retention Application ¶ 10. The FCR’s counsel has represented that the FCR consulted with Ankura when negotiating the terms of the FCR’s deal with the Debtors that resulted in the Plan’s proposed trust funding. And Ankura has already billed over *half a million dollars* to the estate analyzing the Debtors’ asbestos liabilities and creating liability forecasts. *Supra* note 6. Given these facts, the Committee is unclear what need the FCR could possibly have for a second estimation expert. The FCR’s insistence on retaining Brattle, which would be starting at square one in this case and require significant resources to catch up to Ankura (which has been working on this case since 2020), is especially confusing considering the FCR’s repeated emphasis on the “extraordinary” and “terribl[y] waste[ful]” fees expended in this case to date. Oct. 24, 2024 Hr’g Tr. at 94:11-12 (Mr. Guy). The Brattle Retention Application offers no justification for this expense to the estate.

29. The Brattle Retention Application also raises significant concerns about the grounds for the seeming replacement of Ankura, particularly regarding Ankura’s role, if any, in the FCR’s settlement with the Debtors and his agreement to be bound by the PSA. These issues must be explored.

**B. Brattle's Services Will Be Duplicative of Services Previously Provided by Ankura and Paid by the Estate**

30. Brattle's retention also does not serve the interests of the bankruptcy estate and its creditors because Brattle's services will be duplicative of services Ankura has already billed to the estate. Such duplicative expert analysis does not facilitate "the efficient, expeditious, and economical resolution of the bankruptcy proceeding." *See Harold & Williams*, 977 F.2d at 910. Requests to retain professional services should be denied where they are clearly duplicative and wasteful.<sup>7</sup> *In re Wang Laby's, Inc.*, 143 B.R. 794, 795 (Bankr. D. Mass. 1992) (denying debtor's application to retain financial consultant as not in the best interests of the estate where all proposed services were duplicative of services of other retained professionals); *In re Trans Nat'l Commc'ns Int'l, Inc.*, 462 B.R. 339, 345-46 (Bankr. D. Mass. 2011) (denying retention of proposed investment banker where compensable services to be provided would "duplicate those of other professionals"). *Cf. Energy Partners*, 409 B.R. at 215, 235 (denying requests to retain experts because of the high fees requested and because the applications were to employ "these investment banking firms to perform valuation services even though two other independent firms have already performed similar valuations").

31. Brattle's scope of work is entirely coterminous with Ankura's. Both have been retained to provide expert testimony with respect to estimating the Debtors' asbestos liability and related economic issues. *Compare* Ankura Retention Application ¶ 10 *with* Brattle Retention Application ¶ 10. The FCR does not address this issue except with a conclusory statement that 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." Brattle

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<sup>7</sup> Indeed, where professional services are found to be duplicative, they are not compensable by the estate. *See* 11 U.S.C. § 330(a)(4)(A); *In re Shafer Bros. Constr. Inc.*, 525 B.R. 607, 615 (Bankr. N.D.W. Va. 2015).

Retention Application ¶ 11. But that bald assertion fails to address that Ankura’s fee applications demonstrate that Ankura has already developed models and forecasts of the Debtors’ asbestos liabilities—the very topics the FCR seeks to retain Brattle to testify regarding—and been paid for those services. Not only would Brattle’s work be duplicative of Ankura’s, but Brattle will charge the estate higher hourly rates to perform this duplicative work. *Compare* Ankura Retention Application ¶ 16 *with* Brattle Retention Application ¶ 14.

32. The Brattle Retention Application makes no attempt to detail how an additional professional can provide non-duplicative services regarding an estimate of asbestos liabilities where the FCR has committed to supporting the existing number in the Plan and PSA. Even if Brattle were to rely entirely on Ankura’s existing work product, some duplication would inevitably occur due to Brattle’s unfamiliarity with the long history of this case. The Brattle Retention Application should therefore be denied because the FCR has failed to provide **any** detail on how Brattle will (or can) avoid duplication of past and future work by Ankura.

**C. The Brattle Retention Application Fails to Satisfy the Disclosure Requirements of the Bankruptcy Code and Bankruptcy Rules**

33. The Brattle Retention Application should also be denied because it entirely fails to comply with the stringent disclosure requirements of section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014.

34. To be retained under section 327(a), professionals must be both disinterested and not hold or represent any interest adverse to the estate. 11 U.S.C. § 327(a); *In re Worldwide Wholesale Lumber, Inc.*, 364 B.R. 197, 201 (Bankr. D.S.C. 2006). “Holding an interest adverse to the estate” and “representing an interest adverse to the estate” are defined as follows:

[T]o hold an interest adverse to the estate means (1) to possess or assert any economic interest that would tend to lessen the value of the bankruptcy estate or that would create either an actual or potential dispute in which the estate is a rival

or claimant; or (2) to possess a predisposition under circumstances that render such a bias against the estate.

To represent an adverse interest means to serve as an agent or attorney for any individual or entity holding such an adverse interest.

*Worldwide Wholesale*, 364 B.R. at 201-02 (alteration in original) (citation omitted).

35. Bankruptcy Rule 2014 provides, in relevant part, that an employment application filed under section 327 must be accompanied by a verified statement of the applicant setting forth that person's connections with the debtor. Rule 2014(a)(2)(F), (a)(3). ““The duty to disclose under Bankruptcy Rule 2014 is considered sacrosanct because the complete and candid disclosure by [a professional person] seeking employment is indispensable to the court's discharge of its duty to assure the attorney’s eligibility for employment under section 327(a) and to make an informed decision on whether the engagement is in the best interest of the estate.”” *In re Alpha Nat. Res., Inc.*, 556 B.R. 249, 258 (Bankr. E.D. Va. 2016) (alteration in original) (quoting *In re eToys, Inc.*, 331 B.R. 176, 189 (Bankr. D. Del. 2005)). “Disclosure under Rule 2014 must be clear enough for the Court . . . and for other parties in interest to gauge the disinterestedness of the professional.” *Id.* at 258-59.

36. Here, Brattle has disclosed that it searched the Debtors’ Interested Parties List and identified five (5) current clients and five (5) former clients who appear on that list. Brattle Retention Application, Ex. A ¶9 and Ex. A Ex. C. Significantly, however, Brattle failed to provide a description of what work was performed for those clients and does not state whether that work was unrelated to the Debtors’ estates. Without that information, the Court cannot conclude that Brattle has complied with the disinterestedness requirements of the Bankruptcy Code or the disclosure requirements of the Bankruptcy Rules. Unless Brattle supplements its disclosures and

proves that its work for those current and former clients is not disqualifying, the Brattle Retention Application should be denied on this basis.

**II. THIS MOTION IS AUTHORIZED BY RULE 9013-1(F) OF THE LOCAL RULES AND IS TIMELY FILED**

37. Local Rule 9013-1(f) provides an independent right for reconsideration of certain *ex parte* orders issued by the Bankruptcy Court. *See* Local Rule 9013-1(f) (“Any party shall be entitled to request a hearing or to request that the Court reconsider any *ex parte* relief upon a request filed within 14 days of service of notice of the entry of *ex parte* relief.”). Under Local Rule 9013-1(f), the deadline for reconsideration of the Brattle Retention Order is July 1, 2025. Therefore, the Committee’s motion to reconsider the Brattle Retention Application and Brattle Retention Order is timely.

**CONCLUSION**

WHEREFORE, the Committee respectfully requests the Court (i) grant the proposed form of order attached hereto as Exhibit A; (ii) reconsider the Brattle Retention Application and entry of the Brattle Retention Order; and (iii) grant such other and further relief as the Court deems just and proper.

[ *Signature on following page* ]

Dated: July 1, 2025  
Charlotte, North Carolina

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*Counsel to the Official Committee of Asbestos  
Personal Injury Claimants*

**Exhibit A**

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. 20-30608 (LMJ)

(Jointly Administered)

**ORDER GRANTING OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY  
CLAIMANTS' MOTION TO RECONSIDER THE *ORDER AUTHORIZING JOSEPH W.  
GRIER, III, THE FUTURE CLAIMANTS' REPRESENTATIVE, TO RETAIN AND  
EMPLOY THE BRATTLE GROUP, INC. AS CLAIMS TESTIFYING EXPERT***

Upon the *Motion to Reconsider the Order Authorizing the Application of Joseph W. Grier, III, the Future Claimants' Representative, to Retain and Employ the Brattle Group, Inc. as Claims Testifying Expert* (the "Motion"), filed by the Committee,<sup>2</sup> for an order, pursuant to Local Rule 9013-1(f) seeking reconsideration of the retention and employment of the Brattle Group as claims testifying expert to the FCR; and the Court having found that it has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that consideration of the Motion and the relief requested therein is a core proceeding

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<sup>1</sup> The Debtors are the following entities (the last four digits of the Debtors' 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 used herein and not otherwise defined shall have the meanings ascribed to them in the Motion.

pursuant to 28 U.S.C. § 157(b); and the Court having found that venue is proper for the purposes of this Motion before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Committee provided due and proper notice of the Motion and such notice was adequate and appropriate under the circumstances; and the Court having held a hearing to consider the relief requested in the Motion (the “Hearing”); and upon consideration of the record of the Hearing and all proceedings before the Court; and the Court having found that the relief sought in the Motion is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED:

1. The Motion is GRANTED.
2. All objections, if any, to the Motion that have not been withdrawn, waived, settled, or specifically addressed in this Order, and all reservations of rights included in such objections, are specifically overruled in all respects on the merits.
3. The Brattle Retention Order is VACATED and the Brattle Retention Application is DENIED.
4. Notwithstanding the possible applicability of Bankruptcy Rules 7062, 9014, or otherwise, the terms and conditions of this Order shall be effective and enforceable immediately upon entry.
5. The Court shall retain jurisdiction over any matter or disputes arising from or relating to the interpretation, implementation, or enforcement 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

**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. 20-30608 (LMJ)

(Jointly Administered)

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) filed *The Official Committee of Asbestos Personal Injury Claimants’ Motion to Reconsider the Order Authorizing Joseph W. Grier, III, the Future Claimants’ Representative, to Retain and Employ The Brattle Group, Inc. as Claims Testifying Expert* (the “Motion”) in this case.

PLEASE TAKE FURTHER NOTICE that your rights may be affected by this Motion. You should read the Motion carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one.

PLEASE TAKE FURTHER NOTICE that if you do not want the Court to grant the relief requested in the Motion, or if you oppose it in any way, then on or before **July 15, 2025** you **MUST**:

1. File a formal, written response with the Bankruptcy Court at:  
  
Clerk, United States Bankruptcy Court  
Charles Jonas Federal Building  
401 West Trade Street  
Charlotte, North Carolina 28202
2. Serve a copy of your response on all parties in interest, including:
  - a) U.S. Bankruptcy Administrator  
401 West Trade Street, Suite 2400  
Charlotte, North Carolina 28202

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<sup>1</sup> The Debtors are the following entities (the last four digits of the Debtors’ 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.

- b) HAMILTON STEPHENS STEELE + MARTIN, PLLC  
Glenn C. Thompson  
Robert A. Cox, Jr.  
525 North Tryon Street, Suite 1400  
Charlotte, North Carolina 28202
- c) ROBINSON & COLE LLP  
Natalie D. Ramsey  
Davis Lee Wright  
Thomas J. Donlon  
1000 N. West Street, Suite 1200  
Wilmington, Delaware 19801
- d) CAPLIN & DRYSDALE, CHARTERED  
Kevin C. Maclay  
Todd E. Phillips  
James P. Wehner  
1200 New Hampshire Avenue NW, 8th Floor  
Washington, District of Columbia 20036

If you do not want the Court to grant the relief requested in the Motion or if you want the Court to consider your views on the Motion, then you or your attorney should attend the hearing on **July 24, 2025 at 9:30 a.m.** (prevailing Eastern Time) before the Honorable Lena M. James at the United States Bankruptcy Court, Charles Jonas Federal Building, Courtroom 2B, 401 West Trade Street, Charlotte, North Carolina 28202.

PLEASE TAKE FURTHER NOTICE that the Court may grant the relief requested in the Motion. No further notice of the hearing on the Motion will be given.

Dated: July 1, 2025  
Charlotte, North Carolina

HAMILTON STEPHENS  
STEELE + MARTIN, PLLC

/s/ Glenn C. Thompson  
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