

**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)

**FOURTEENTH INTERIM APPLICATION OF THE CLARO GROUP, LLC  
FOR ALLOWANCE OF COMPENSATION FOR SERVICES  
RENDERED AND FOR REIMBURSEMENT OF EXPENSES AS  
ORDINARY COURSE PROFESSIONAL TO THE DEBTORS  
FOR THE PERIOD FROM FEBRUARY 1, 2025 THROUGH MAY 31, 2025**

Name of Applicant:	<b>The Claro Group, LLC</b>
Authorized to Provide Services to:	The above-captioned Debtors and Debtors in Possession
Date of Order Approving Retention	July 15, 2020
Date of Declaration of Ordinary Course Professional	July 31, 2020, and supplemented on August 7, 2020
Petition Date:	June 18, 2020
Period for which compensation and reimbursement are sought:	February 1, 2025 through May 31, 2025
Amount of Compensation sought as actual, reasonable and necessary:	\$41,349.00
Amount of Expense Reimbursement sought as actual, reasonable and necessary:	\$600.00
Total Compensation Approved by the OCP Order to Date:	\$500,000.00

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



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Total Expenses Approved by OCP Order to Date: \$944.44

Total Compensation Approved by the Interim Fee Order to Date: \$2,147,011.55

Total Expenses Approved by the Interim Fee Order to Date: \$9,472.37

Total Allowed Compensation Paid to Date: \$2,647,011.55

Total Allowed Expenses Paid to Date: \$10,416.81

Compensation Already Paid Pursuant to a Monthly Fee Statement But Not Yet Allowed: \$24,025.80

Expenses Already Paid Pursuant to a Monthly Fee Statement But Not Yet Allowed: \$150.00

This is a(n): X interim \_\_\_\_\_ final application

Prior Monthly Fee Statements Submitted During This Period

Date Submitted	Month Covered	Fees	Expenses
4/9/2025	February	\$ 4,398.00	\$ 150.00
5/29/2025	March	\$ 10,897.00	\$ 150.00
5/29/2025	April	\$ 11,067.00	\$ 150.00
6/30/2025	May	\$ 14,987.00	\$ 150.00

To date, no objections have been received to any prior monthly fee statements. The objection deadlines relating to the (i) *Notice of Ordinary Course Professional Fees of The Claro Group, LLC in Excess of Monthly OCP Fee Limit and Aggregate OCP Fee Limit for the period from May 1, 2025 through May 31, 2025* has not yet passed.

**SUMMARY OF HOURS AND COMPENSATION BY PROFESSIONAL**

<b>Professional</b>	<b>Position</b>	<b>Hourly Billing Rate</b>	<b>Total Hours Billed</b>	<b>Total Compensation</b>
Danny Ramljak	Senior Consultant	\$ 345	37.2	\$ 12,834.00
Hannah Smith	Senior Consultant	\$ 345	10.6	\$ 3,657.00
Jill Rothschild	Manager	\$ 425	7.4	\$ 3,145.00
Madison Aiello	Senior Consultant	\$ 345	2.3	\$ 793.50
Matt Mazek	Senior Consultant	\$ 345	5.0	\$ 1,725.00
Michelle Uddin	Managing Director	\$ 750	20.9	\$ 15,675.00
Morgan Cortens	Senior Consultant	\$ 345	8.6	\$ 2,967.00
Ryan Greene	Manager	\$ 425	1.3	\$ 552.50
<b>Total</b>			<b>93.3</b>	<b>\$ 41,349.00</b>

**COMPENSATION BY PROJECT CATEGORY**

<b>Project Category</b>	<b>Average Billing Rate</b>	<b>Total Hours Billed</b>	<b>Total Compensation</b>
Aldrich Pump LLC - Asbestos Administrative Insurance Support	\$ 496	4.4	\$ 2,183.50
Aldrich Pump LLC - Insurance Strategy Support	\$ 465	16.3	\$ 7,585.50
Murray Boiler LLC - Asbestos Administrative Insurance Support	\$ 318	6.5	\$ 2,070.00
Murray Boiler LLC - Insurance Strategy Support	\$ 449	45.1	\$ 20,240.00
Clark Equipment Company ("Clark") - Asbestos Administrative Insurance Support	\$ 468	3.3	\$ 1,543.50
Chapter 11 Compensation (Combined for both Debtors)	\$ 437	17.7	\$ 7,726.50
<b>Total</b>		<b>93.3</b>	<b>\$ 41,349.00</b>

**EXPENSE SUMMARY**

<b>Expense Category</b>	<b>Total Expenses</b>
ShareFile	\$600.00
<b>TOTAL</b>	<b>\$600.00</b>

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

In re

ALDRICH PUMP LLC, *et al.*,<sup>2</sup>

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

**FOURTEENTH INTERIM APPLICATION OF THE CLARO GROUP, LLC  
FOR ALLOWANCE OF COMPENSATION FOR SERVICES  
RENDERED AND FOR REIMBURSEMENT OF EXPENSES AS  
ORDINARY COURSE PROFESSIONAL TO THE DEBTORS  
FOR THE PERIOD FROM FEBRUARY 1, 2025 THROUGH MAY 31, 2025**

The Claro Group, LLC (“Claro”), an ordinary course professional providing insurance coverage support services to the above-captioned debtors and debtors in position (the “Debtors”), makes its fourteenth interim application for allowance of compensation of \$41,349.00 and reimbursement of expenses of \$600.00 for the period from February 1, 2025 through May 31, 2025 (the “Compensation Period”) in accordance with OCP Order and the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171] (the “Interim Compensation Order”). In support of this Application, Claro respectfully represents as follows:

**Overview**

1. Claro professionals and staff expended a total of 93.3 hours during the Compensation Period for which compensation is requested.

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<sup>2</sup> The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

2. During the Compensation Period, Claro did not receive any payments or promises of payment from any source other than the Debtors for services rendered or to be rendered in any capacity whatsoever in connection with the matters covered by this Applications. No agreement or understanding exists between Claro or any third person for the sharing of compensation, except as allowed by section 504(b) of the Bankruptcy Code and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) with respect to the sharing of compensation between and among the members of Claro.

3. Pursuant to the Interim Compensation Order, included with this Application are: (a) schedule identifying all Claro professionals and staff who have performed services in these chapter 11 cases during the Compensation Period, the capacities in which each individual is employed by Claro, the hourly billing rate charged by Claro for the services performed by each such individual, the aggregate number of hours expended in this case during the Compensation Period for each professional and staff, and the total fees billed therefor; (b) a summary of services by billing category for services rendered by Claro during the Compensation Period; and (c) a schedule summarizing, by category, the actual and necessary disbursements that Claro incurred during the Compensation Period in connection with the performance of services for the Debtors and for which it seeks reimbursement.

4. Attached hereto collectively as part of Exhibit A are Claro’s itemized monthly time records for professionals and staff performing services for the Debtors for compensation sought during the Compensation Period and Claro’s itemized records detailing expenses incurred on behalf of the Debtors during the Compensation Period.

5. This Application complies with sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), the Bankruptcy Rules, the OCP Order, the Interim

Compensation Order, the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the “Compensation Guidelines”), and the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Rules”).

### **Background**

6. On June 18, 2020 (the “Petition Date”), the Debtors commenced their 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 procedural purposes only and are being administered jointly.

7. On June 18, 2020, the Debtors filed (i) the *Motion of the Debtors for an Order Authorizing the Retention and Compensation of Professionals Utilized by the Debtors in the Ordinary Course of Business* [Dkt. 17] (the “OCP Motion”)<sup>3</sup> and (ii) the *Motion of the Debtors for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 18] (the “Interim Compensation Motion”), each with the Bankruptcy Court. On July 15, 2020, the Bankruptcy Court entered the OCP Order [Dkt. 170] granting the relief requested in the OCP Motion. Also on July 15, 2020, the Bankruptcy Court entered the Interim Compensation Order [Dkt. 171] granting the relief requested in the Interim Compensation Motion.

8. Pursuant to paragraph 3(g) of the OCP Order, to the extent that an Ordinary Course Professional seeks compensation in excess of the aggregate OCP Fee Limit (i.e., greater than \$500,000 during the pendency of these Chapter 11 Cases), then such Ordinary Course Professional shall file a fee application with the Court for any such excess amount in accordance

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

with the Bankruptcy Code, the Bankruptcy Rules, the Rules of Practice and Procedure of the Bankruptcy Court, the Compensation Guidelines, and any and all applicable orders of the Court.

9. Claro is an Ordinary Course Professional that filed its Declaration of Ordinary Course Professional on July 31, 2020 [Dkt. 199]. Claro also filed a Supplemental Declaration of Ordinary Course Professional on August 7, 2020 [Dkt. 223]. On or about November 23, 2020, Claro's aggregate fees in the Chapter 11 Cases reached and exceeded the \$500,000 aggregate OCP Fee Limit established in the OCP Order, and as a result, is required to file this Application for amounts in excess of such aggregate OCP Fee Limit.

### **Jurisdiction**

10. This Court has jurisdiction to consider this matter pursuant to 278 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. § 1409.

### **Summary of Services**

11. The professional services performed by Claro were necessary and appropriate to the administration of the Debtors' Chapter 11 Cases, as described in detail below and in Exhibit A. These services were in the best interests of the Debtors and other parties in interest. The compensation requested is commensurate with the complexity and nature of the issues and tasks involved.

12. All of the services for which compensation is requested hereunder were rendered at the request of and solely on behalf of the Debtors, and not on behalf of any other entity.

### **Prior Monthly Fee Statements**

13. Pursuant to both the OCP Order and the Interim Compensation Order, Claro has submitted the following monthly fee statements (collectively, the "Prior Monthly Fee

Statements”) to the Debtors for the four months comprising the Compensation Period, each of which is incorporated herein by reference in its entirety.<sup>4</sup>

<b>Date Submitted</b>	<b>Period Covered</b>	<b>Requested Fees</b>	<b>Requested Expenses</b>	<b>Payment Received</b>	<b>Amount Outstanding</b>
4/9/2025	February 1, 2025 - February 28,	\$ 4,398.00	\$ 150.00	\$ 4,108.20	\$ 439.80
5/29/2025	March 1, 2025 - March 31, 2025	\$ 10,897.00	\$ 150.00	\$ 9,957.30	\$ 1,089.70
5/29/2025	April 1, 2025 - April 30, 2025	\$ 11,067.00	\$ 150.00	\$ 10,110.30	\$ 1,106.70
6/30/2025	May 1, 2025 - May 31, 2025	\$ 14,987.00	\$ 150.00	\$ -	\$ 15,137.00

14. In all, Claro has submitted the Prior Monthly Fee Statements during the Compensation Period for total fees of \$41,349.00 and total expenses of \$600.00. As of the date of this Application, no party has objected to any of Claro’s Prior Monthly Fee Statements.<sup>5</sup>

#### **Compensation by Project Category**

The following is a summary of the activities performed by Claro professionals during the Compensation Period, organized by project billing category.<sup>6</sup>

#### **15. Asbestos Administrative Insurance Support (Combined for both Debtors) – 10.9 hours -- \$4,253.50**

During the Compensation Period, Claro professionals consulted with the Debtors in relation to the Debtors’ asbestos liabilities. The work performed by Claro included the following activities among others:

- a) Preparing insurance carrier billings in accordance with the Debtors’ historical insurance coverage and related agreements;

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<sup>4</sup> Copies of the Prior Monthly Fee Statements are attached hereto collectively as Exhibit A.

<sup>5</sup> The objection deadlines relating to the Monthly Fee Statements covering the period (i) May 1, 2025 – May 31, 2025, has not yet passed.

<sup>6</sup> The summary set forth below is qualified in its entirety by reference to the time and services detail attached to each Prior Monthly Fee Statement. Project billing categories for which no time was charged during the Compensation Period are not listed below.



- b) Gathering and analyzing data to assist Debtors' quarterly financial reporting;
- c) Addressing the Debtors' and insurers' requests for information as they relate to historical asbestos product spending and claims activity;
- d) Assisting the Debtors by maintaining, tracking, and analyzing historical defense costs; and
- e) Assisting the Debtors' recovery efforts of outstanding asbestos product insurer reimbursements.

**16. Insurance Strategy Support (Combined for both Debtors) – 61.4**

**hours -- \$27,825.50**

During the Compensation Period, Claro professionals devoted time consulting with the Debtors' outside counsel and National Coordinating Counsel in relation to the Debtors' asbestos product liabilities. The work performed included (a) gathering and analyzing defense spending data from the Debtors' legal billing software, (b) preparing insurer reimbursement financial analyses, and (c) analyzing insurer coverage in place agreements for reimbursement responsibilities.

**17. Clark - Administrative Insurance Support – 3.3 hours -- \$1,543.50**

During the Compensation Period, at the Debtors' request, Claro professionals performed services for Clark on behalf of the Debtors similar to the services described in paragraph 15 above. The work performed by Claro included the following activities among others:

- a) Preparing insurance carrier billings in accordance with historical insurance coverage and related agreements;
- b) Gathering and analyzing data to assist with quarterly financial reporting;
- c) Addressing the Debtors' and insurers' requests for information as they relate to historical asbestos product spending and claims activity;

- d) Assisting the Debtors' recovery efforts of outstanding asbestos product insurer reimbursements.

**18. Chapter 11 Compensation (Combined for both Debtors) – 17.7 hours -  
- \$7,726.50**

During the Compensation Period, Claro professionals devoted limited time to (a) reviewing and revising the February 2025 through May 2025 invoices for privilege, to preserve client confidentiality, and to ensure compliance with the Local Rules, (b) drafting, revising, and submitting the Monthly Fee Statements for each such month, and (c) preparing the previous interim fee application. Claro is not seeking compensation from the Debtors for time spent by its in-house counsel in support of these activities. Claro intends to seek compensation in connection with preparing this application at a later date.

**Expenses Incurred by Claro**

19. Section 330 of the Bankruptcy Code authorizes “reimbursement for actual, necessary expenses” incurred by professionals employed in a chapter 11 case. Accordingly, Claro seeks reimbursement for expenses (“Expenses”) incurred in rendering services to the Debtors during the Compensation Period in the amount of \$600.00. Itemized records detailing the Expenses incurred during the Compensation Period are attached to the Prior Monthly Fee Statements.

**Conclusion**

20. The fees and expenses requested herein by Claro are billed in accordance with its existing billing rates and procedures in effect during the Compensation Period. Such fees are reasonable based on the customary compensation charged by comparably skilled practitioners in comparable nonbankruptcy cases in a competitive national market and should be

approved on an interim basis pursuant to sections 330 and 331 of the Bankruptcy Code, the OCP Order, the Interim Compensation Order, and the applicable Bankruptcy Rules and Local Rules.

**Notice**

21. This Application has been served in accordance with the Interim Compensation Order on the Notice Parties, as defined therein. In accordance with the Interim Compensation Order, a notice of opportunity for hearing on this Application in accordance with Local Rule 9013-1(e)(7) has been served on the Notice Parties and all parties that have filed a notice of appearance with the Clerk of this Court and requested such notice. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

**No Prior Request**

22. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, The Claro Group, LLC respectfully requests that, pursuant to sections 330 and 331 of the Bankruptcy Code, the Ordinary Course Professional Order, the Interim Compensation Order, and applicable Bankruptcy Rules and Local Rules, the Court (a) enter an order substantially in the form attached hereto as Exhibit B granting the relief requested herein and (b) grant such other and further relief to The Claro Group, LLC as the Court may deem just and proper.

Dated: July 8, 2025  
Chicago, IL

Respectfully, submitted,

/s/ Brian Fern

Brian Fern  
THE CLARO GROUP, LLC  
One South Wacker Drive  
Chicago, Illinois 60606  
(312) 546-3400  
bfern@stout.com

**EXHIBIT A**

**Prior Monthly Statements**

**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 ORDINARY COURSE PROFESSIONAL FEES  
OF THE CLARO GROUP, LLC IN EXCESS OF  
MONTHLY OCP FEE LIMIT AND AGGREGATE OCP FEE LIMIT**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On June 18, 2020, Aldrich Pump LLC and Murray Boiler LLC, as debtors and debtors in possession (together, the "Debtors"), filed (i) the *Motion of the Debtors for an Order Authorizing the Retention and Compensation of Professionals Utilized by the Debtors in the Ordinary Course of Business* [Dkt. 17] (the "OCP Motion")<sup>2</sup> and (ii) the *Motion of the Debtors for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 18] (the "Interim Compensation Motion"), each with the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court"). On July 15, 2020, the Bankruptcy Court entered the *Order Authorizing the Retention and Compensation of Professionals Utilized By the Debtors in the Ordinary Course of Business* [Dkt. 170] (the "OCP Order") granting the relief requested in the OCP Motion. Also on July 15, 2020,

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

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

the Bankruptcy Court entered the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171] (the “Interim Compensation Order”) granting the relief requested in the Interim Compensation Motion.

2. Pursuant to paragraph 3(g) of the OCP Order, to the extent that an Ordinary Course Professional seeks compensation in excess of the aggregate OCP Fee Limit (i.e., greater than \$500,000 during the pendency of these chapter 11 cases), then such Ordinary Course Professional shall file a fee application with the Court for any such excess amount in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Rules of Practice and Procedure of the Bankruptcy Court, the *Guidelines for Compensation and Expense Reimbursement of Professionals* promulgated by the Court, and any and all applicable orders of the Court.

3. Pursuant to paragraph 2 of the Interim Compensation Order, the party seeking compensation under such order shall serve a "Monthly Statement" on the Notice Parties setting forth the full amount of fees sought in such month. If any Notice Party has an objection to the fees sought in a particular Monthly Statement, such party shall, no later than the 14<sup>th</sup> day following the service of such Monthly Statement, serve upon the Debtors, the relevant party seeking compensation, and the other Notice Parties a written objection setting forth the nature of the objection (a "Fee Objection"). Under this procedure, the Fee Objection is served on the Notice Parties, but is not filed with the Bankruptcy Court. If no timely Fee Objection is served, the Debtors shall promptly pay an amount (the “Authorized Payment”) equal to the lesser of (i) 90% of the fees and 100% of the expenses requested in the Monthly Fee Statement (the “Maximum Payment”) and (ii) the aggregate amount of fees and expenses not subject to an unresolved objection pursuant to paragraph 2(g) of the Interim Compensation Order.

3. The Claro Group, LLC ("Claro") is an Ordinary Course Professional that filed its Declaration of Ordinary Course Professional on July 31, 2020 [Dkt. 199]. Claro also filed a Supplemental Declaration of Ordinary Course Professional on August 7, 2020 [Dkt. 223]. As of November 2020, Claro exceeded the OCP Fee Limit in fees in connection with the services provided to the Debtors in these chapter 11 cases.

4. In accordance with the procedures established by both the OCP Order and the Interim Compensation Order, Claro's Monthly Statement for February 2025 is attached hereto as Exhibit 1. This Monthly Statement details the full amount of fees sought by Claro for the month of February 2025. For services provided in February 2025, Claro has incurred fees totaling \$4,398.00, as well as \$150.00 in requested expense reimbursements.

5. If no Fee Objections are received by the Debtors, Claro, and the other Notice Parties prior to April 23, 2025 the Monthly Statement shall be deemed approved and the OCP Firm may be paid the Authorized Payment under the Interim Compensation Order, which if no objection is served, would be 90% of the fees (\$3,958.20) and 100% of the expenses (\$150.00) for February 2025. Claro will file Interim Fee Applications with the Bankruptcy Court in accordance with the terms of the Interim Compensation Order.

6. If a timely Fee Objection is received, any disputed portion of Claro's fees shall be paid only upon resolution by the parties or determination by the Bankruptcy Court as described in both the OCP Order and the Interim Compensation Order.



Dated: April 9, 2025  
Chicago, Illinois

/s/ Brian Fern  
Brian Fern  
THE CLARO GROUP, LLC  
One South Wacker Drive, Suite 3800  
Chicago, IL 60606  
(312) 546-3400  
bfern@thecclarogroup.com

**EXHIBIT 1**

**Monthly Statements**



March 28, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Aldrich Pump Insurance Recovery  
Project #: 2355139  
Invoice #: CINV-082827

	Amount
For Professional Services Rendered	\$685.50
Out-Of-Pocket Expenses	150.00
Invoice Total	<u>\$835.50</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 03/28/2025

Invoice #: CINV-082827

Project #: 2355139

## Professional Charges

In Reference To: Aldrich Pump Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/06/25	Hannah Smith	Work on insurer work product	0.60	345.00	207.00
02/06/25	Hannah Smith	Download and review PACE database	0.30	345.00	103.50
02/28/25	Michelle Uddin	Review of insurer work product	0.50	750.00	375.00
Total			1.40		\$685.50



A  **STOUT** BUSINESS

March 28, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Bankruptcy Billing  
Project #: 2355165  
Invoice #: CINV-082828

	Amount
For Professional Services Rendered	\$1,065.00
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$1,065.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 03/28/2025

Invoice #: CINV-082828

Project #: 2355165

## Professional Charges

In Reference To: Bankruptcy Billing

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/06/25	Hannah Smith	Work on January monthly fee statement	0.90	345.00	310.50
02/06/25	Michelle Uddin	Review of January fee statement	0.50	750.00	375.00
02/13/25	Danny Ramljak	Work on January monthly fee statement	0.80	345.00	276.00
02/25/25	Danny Ramljak	Work on January monthly fee statement	0.30	345.00	103.50
Total			2.50		\$1,065.00



March 28, 2025

Ingersoll Rand  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: General Clark Equipment  
Project #: 2355164  
Invoice #: CINV-082826

	Amount
For Professional Services Rendered	\$375.00
Out-Of-Pocket Expenses	\$0.00
Invoice Total	\$375.00

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 03/28/2025

Invoice #: CINV-082826

Project #: 2355164

## Professional Charges

In Reference To: General Clark Equipment

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/07/25	Michelle Uddin	Review of insolvent insurer	0.50	750.00	375.00
Total			0.50		\$375.00





March 28, 2025

Murray Boiler LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Murray Boiler Insurance Recovery  
Project #: 2355138  
Invoice #: CINV-082825

	Amount
For Professional Services Rendered	\$2,272.50
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$2,272.50</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 03/28/2025

Invoice #: CINV-082825

Project #: 2355138

## Professional Charges

In Reference To: Murray Boiler Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/03/25	Morgan Cortens	Work on insurer work product	1.00	345.00	345.00
02/04/25	Morgan Cortens	Work on insurer work product	2.00	345.00	690.00
02/04/25	Danny Ramljak	Download and review PACE database	0.30	345.00	103.50
02/04/25	Danny Ramljak	Review of insurer work product	0.50	345.00	172.50
02/05/25	Morgan Cortens	Work on insurer work product	0.40	345.00	138.00
02/05/25	Danny Ramljak	Review of insurer work product	1.00	345.00	345.00
02/11/25	Danny Ramljak	Review of insurer work product	0.30	345.00	103.50
02/28/25	Michelle Uddin	Review of insurer work product	0.50	750.00	375.00
Total			6.00		\$2,272.50

**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 ORDINARY COURSE PROFESSIONAL FEES  
OF THE CLARO GROUP, LLC IN EXCESS OF  
MONTHLY OCP FEE LIMIT AND AGGREGATE OCP FEE LIMIT**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On June 18, 2020, Aldrich Pump LLC and Murray Boiler LLC, as debtors and debtors in possession (together, the "Debtors"), filed (i) the *Motion of the Debtors for an Order Authorizing the Retention and Compensation of Professionals Utilized by the Debtors in the Ordinary Course of Business* [Dkt. 17] (the "OCP Motion")<sup>2</sup> and (ii) the *Motion of the Debtors for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 18] (the "Interim Compensation Motion"), each with the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court"). On July 15, 2020, the Bankruptcy Court entered the *Order Authorizing the Retention and Compensation of Professionals Utilized By the Debtors in the Ordinary Course of Business* [Dkt. 170] (the "OCP Order") granting the relief requested in the OCP Motion. Also on July 15, 2020,

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

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

the Bankruptcy Court entered the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171] (the “Interim Compensation Order”) granting the relief requested in the Interim Compensation Motion.

2. Pursuant to paragraph 3(g) of the OCP Order, to the extent that an Ordinary Course Professional seeks compensation in excess of the aggregate OCP Fee Limit (i.e., greater than \$500,000 during the pendency of these chapter 11 cases), then such Ordinary Course Professional shall file a fee application with the Court for any such excess amount in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Rules of Practice and Procedure of the Bankruptcy Court, the *Guidelines for Compensation and Expense Reimbursement of Professionals* promulgated by the Court, and any and all applicable orders of the Court.

3. Pursuant to paragraph 2 of the Interim Compensation Order, the party seeking compensation under such order shall serve a "Monthly Statement" on the Notice Parties setting forth the full amount of fees sought in such month. If any Notice Party has an objection to the fees sought in a particular Monthly Statement, such party shall, no later than the 14<sup>th</sup> day following the service of such Monthly Statement, serve upon the Debtors, the relevant party seeking compensation, and the other Notice Parties a written objection setting forth the nature of the objection (a "Fee Objection"). Under this procedure, the Fee Objection is served on the Notice Parties, but is not filed with the Bankruptcy Court. If no timely Fee Objection is served, the Debtors shall promptly pay an amount (the “Authorized Payment”) equal to the lesser of (i) 90% of the fees and 100% of the expenses requested in the Monthly Fee Statement (the “Maximum Payment”) and (ii) the aggregate amount of fees and expenses not subject to an unresolved objection pursuant to paragraph 2(g) of the Interim Compensation Order.

3. The Claro Group, LLC ("Claro") is an Ordinary Course Professional that filed its Declaration of Ordinary Course Professional on July 31, 2020 [Dkt. 199]. Claro also filed a Supplemental Declaration of Ordinary Course Professional on August 7, 2020 [Dkt. 223]. As of November 2020, Claro exceeded the OCP Fee Limit in fees in connection with the services provided to the Debtors in these chapter 11 cases.

4. In accordance with the procedures established by both the OCP Order and the Interim Compensation Order, Claro's Monthly Statement for March 2025 is attached hereto as Exhibit 1. This Monthly Statement details the full amount of fees sought by Claro for the month of March 2025. For services provided in March 2025, Claro has incurred fees totaling \$10,897.00, as well as \$150.00 in requested expense reimbursements.

5. If no Fee Objections are received by the Debtors, Claro, and the other Notice Parties prior to June 12, 2025, the Monthly Statement shall be deemed approved and the OCP Firm may be paid the Authorized Payment under the Interim Compensation Order, which if no objection is served, would be 90% of the fees (\$9,807.30) and 100% of the expenses (\$150.00) for March 2025. Claro will file Interim Fee Applications with the Bankruptcy Court in accordance with the terms of the Interim Compensation Order.

6. If a timely Fee Objection is received, any disputed portion of Claro's fees shall be paid only upon resolution by the parties or determination by the Bankruptcy Court as described in both the OCP Order and the Interim Compensation Order.

Dated: May 29, 2025  
Chicago, Illinois

/s/ Brian Fern  
Brian Fern  
THE CLARO GROUP, LLC  
One South Wacker Drive, Suite 3800  
Chicago, IL 60606  
(312) 546-3400  
bfern@thecclarogroup.com

**EXHIBIT 1**

**Monthly Statements**



April 30, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Aldrich/Murray Reserve Work  
Project #: 2355137  
Invoice #: CINV-085464

	Amount
For Professional Services Rendered	\$3,736.00
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$3,736.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.





Invoice Date: 04/30/2025

Invoice #: CINV-085464

Project #: 2355137

## Professional Charges

In Reference To: Aldrich/Murray Reserve Work

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/12/25	Matt Mazek	Analyze and prepare Q1 2025 Aldrich Calculation	2.00	345.00	690.00
03/14/25	Matt Mazek	Analyze and prepare Q1 2025 Aldrich Calculation	0.50	345.00	172.50
03/14/25	Hannah Smith	Analyze and prepare Q1 2025 Aldrich Calculation	2.80	345.00	966.00
03/18/25	Jill Rothschild	Review of Q1 2025 Aldrich calculation	1.10	425.00	467.50
03/19/25	Danny Ramljak	Analyze and prepare Q1 2025 Murray Boiler Calculation	1.50	345.00	517.50
03/19/25	Michelle Uddin	Review of Q1 2025 calculations	1.00	750.00	750.00
03/20/25	Hannah Smith	Correspondence re: Q1 2025 Aldrich Calculation	0.50	345.00	172.50
Total			9.40		\$3,736.00



April 30, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Aldrich Pump Insurance Recovery  
Project #: 2355139  
Invoice #: CINV-085466

	Amount
For Professional Services Rendered	\$1,237.50
Out-Of-Pocket Expenses	150.00
Invoice Total	<u>\$1,387.50</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 04/30/2025

Invoice #: CINV-085466

Project #: 2355139

## Professional Charges

In Reference To: Aldrich Pump Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/04/25	Matt Mazek	Work on insurer work product	0.50	345.00	172.50
03/07/25	Matt Mazek	Work on insurer work product	1.50	345.00	517.50
03/07/25	Michelle Uddin	Review of insurer work product	0.50	750.00	375.00
03/18/25	Matt Mazek	Work on insurer work product	0.50	345.00	172.50
Total			3.00		\$1,237.50



A **STOUT** BUSINESS

April 30, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Bankruptcy Billing  
Project #: 2355165  
Invoice #: CINV-085465

	Amount
For Professional Services Rendered	\$3,096.00
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$3,096.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 04/30/2025

Invoice #: CINV-085465

Project #: 2355165

## Professional Charges

In Reference To: Bankruptcy Billing

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/06/25	Morgan Cortens	Prepare 13th fee application	1.60	345.00	552.00
03/07/25	Danny Ramljak	Prepare 13th fee application	0.80	345.00	276.00
03/10/25	Danny Ramljak	Prepare January fee statement	0.50	345.00	172.50
03/10/25	Danny Ramljak	Prepare 13th fee application	1.80	345.00	621.00
03/10/25	Hannah Smith	Review & Correspond re: 13th fee application	1.50	345.00	517.50
03/13/25	Michelle Uddin	Review January & February fee statement	0.50	750.00	375.00
03/17/25	Danny Ramljak	Prepare February fee statement	0.40	345.00	138.00
03/25/25	Michelle Uddin	Review 13th fee application	0.50	750.00	375.00
03/31/25	Danny Ramljak	Correspond re: February fee statement	0.20	345.00	69.00
Total			7.80		\$3,096.00



April 30, 2025

Ingersoll Rand  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: General Clark Equipment  
Project #: 2355164  
Invoice #: CINV-085463

	Amount
For Professional Services Rendered	\$1,168.50
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$1,168.50</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 04/30/2025

Invoice #: CINV-085463

Project #: 2355164

## Professional Charges

In Reference To: General Clark Equipment

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/19/25	Michelle Uddin	Review of Q1 2025 calculation	0.50	750.00	375.00
03/20/25	Madison Aiello	Analyze and prepare Q1 2025 calculation	2.00	345.00	690.00
03/25/25	Madison Aiello	Analyze and prepare Q1 2025 calculation	0.30	345.00	103.50
Total			2.80		\$1,168.50



April 30, 2025

Murray Boiler LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Murray Boiler Insurance Recovery  
Project #: 2355138  
Invoice #: CINV-085467

	Amount
For Professional Services Rendered	\$1,659.00
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$1,659.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.





Invoice Date: 04/30/2025

Invoice #: CINV-085467

Project #: 2355138

## Professional Charges

In Reference To: Murray Boiler Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/04/25	Danny Ramljak	Download and review PACE database	0.30	345.00	103.50
03/06/25	Morgan Cortens	Internal team meeting re: insurer work product	0.50	345.00	172.50
03/06/25	Danny Ramljak	Internal team meeting re: insurer work product	0.30	345.00	103.50
03/06/25	Ryan Greene	Internal team meeting re: insurer work product	0.30	425.00	127.50
03/07/25	Morgan Cortens	Work on insurer work product	0.40	345.00	138.00
03/07/25	Michelle Uddin	Review of insurer work product	0.80	750.00	600.00
03/10/25	Danny Ramljak	Review of insurer work product	0.30	345.00	103.50
03/13/25	Danny Ramljak	Review of insurer work product	0.40	345.00	138.00
03/18/25	Morgan Cortens	Work on insurer work product	0.20	345.00	69.00
03/18/25	Danny Ramljak	Correspondence re: Insurer work product	0.30	345.00	103.50
Total			3.80		\$1,659.00

**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 ORDINARY COURSE PROFESSIONAL FEES  
OF THE CLARO GROUP, LLC IN EXCESS OF  
MONTHLY OCP FEE LIMIT AND AGGREGATE OCP FEE LIMIT**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On June 18, 2020, Aldrich Pump LLC and Murray Boiler LLC, as debtors and debtors in possession (together, the "Debtors"), filed (i) the *Motion of the Debtors for an Order Authorizing the Retention and Compensation of Professionals Utilized by the Debtors in the Ordinary Course of Business* [Dkt. 17] (the "OCP Motion")<sup>2</sup> and (ii) the *Motion of the Debtors for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 18] (the "Interim Compensation Motion"), each with the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court"). On July 15, 2020, the Bankruptcy Court entered the *Order Authorizing the Retention and Compensation of Professionals Utilized By the Debtors in the Ordinary Course of Business* [Dkt. 170] (the "OCP Order") granting the relief requested in the OCP Motion. Also on July 15, 2020,

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

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

the Bankruptcy Court entered the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171] (the “Interim Compensation Order”) granting the relief requested in the Interim Compensation Motion.

2. Pursuant to paragraph 3(g) of the OCP Order, to the extent that an Ordinary Course Professional seeks compensation in excess of the aggregate OCP Fee Limit (i.e., greater than \$500,000 during the pendency of these chapter 11 cases), then such Ordinary Course Professional shall file a fee application with the Court for any such excess amount in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Rules of Practice and Procedure of the Bankruptcy Court, the *Guidelines for Compensation and Expense Reimbursement of Professionals* promulgated by the Court, and any and all applicable orders of the Court.

3. Pursuant to paragraph 2 of the Interim Compensation Order, the party seeking compensation under such order shall serve a "Monthly Statement" on the Notice Parties setting forth the full amount of fees sought in such month. If any Notice Party has an objection to the fees sought in a particular Monthly Statement, such party shall, no later than the 14<sup>th</sup> day following the service of such Monthly Statement, serve upon the Debtors, the relevant party seeking compensation, and the other Notice Parties a written objection setting forth the nature of the objection (a "Fee Objection"). Under this procedure, the Fee Objection is served on the Notice Parties, but is not filed with the Bankruptcy Court. If no timely Fee Objection is served, the Debtors shall promptly pay an amount (the “Authorized Payment”) equal to the lesser of (i) 90% of the fees and 100% of the expenses requested in the Monthly Fee Statement (the “Maximum Payment”) and (ii) the aggregate amount of fees and expenses not subject to an unresolved objection pursuant to paragraph 2(g) of the Interim Compensation Order.

3. The Claro Group, LLC ("Claro") is an Ordinary Course Professional that filed its Declaration of Ordinary Course Professional on July 31, 2020 [Dkt. 199]. Claro also filed a Supplemental Declaration of Ordinary Course Professional on August 7, 2020 [Dkt. 223]. As of November 2020, Claro exceeded the OCP Fee Limit in fees in connection with the services provided to the Debtors in these chapter 11 cases.

4. In accordance with the procedures established by both the OCP Order and the Interim Compensation Order, Claro's Monthly Statement for April 2025 is attached hereto as Exhibit 1. This Monthly Statement details the full amount of fees sought by Claro for the month of April 2025. For services provided in April 2025, Claro has incurred fees totaling \$11,067.00, as well as \$150.00 in requested expense reimbursements.

5. If no Fee Objections are received by the Debtors, Claro, and the other Notice Parties prior to June 12, 2025, the Monthly Statement shall be deemed approved and the OCP Firm may be paid the Authorized Payment under the Interim Compensation Order, which if no objection is served, would be 90% of the fees (\$9,960.30) and 100% of the expenses (\$150.00) for April 2025. Claro will file Interim Fee Applications with the Bankruptcy Court in accordance with the terms of the Interim Compensation Order.

6. If a timely Fee Objection is received, any disputed portion of Claro's fees shall be paid only upon resolution by the parties or determination by the Bankruptcy Court as described in both the OCP Order and the Interim Compensation Order.

Dated: May 29, 2025  
Chicago, Illinois

/s/ Brian Fern  
Brian Fern  
THE CLARO GROUP, LLC  
One South Wacker Drive, Suite 3800  
Chicago, IL 60606  
(312) 546-3400  
bfern@thecclarogroup.com

**EXHIBIT 1**

**Monthly Statements**



May 16, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Aldrich Pump Insurance Recovery  
Project #: 2355139  
Invoice #: CINV-087116

	Amount
For Professional Services Rendered	\$225.00
Out-Of-Pocket Expenses	150.00
Invoice Total	<u>\$375.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 05/16/2025

Invoice #: CINV-087116

Project #: 2355139

## Professional Charges

In Reference To: Aldrich Pump Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/08/25	Michelle Uddin	Review of insurance work product	0.30	750.00	225.00
Total			0.30		\$225.00





May 16, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Bankruptcy Billing  
Project #: 2355165  
Invoice #: CINV-087115

	Amount
For Professional Services Rendered	\$2,496.00
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$2,496.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 05/16/2025

Invoice #: CINV-087115

Project #: 2355165

## Professional Charges

In Reference To: Bankruptcy Billing

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/01/25	Hannah Smith	Correspondence re: 13th fee application	0.30	345.00	103.50
04/04/25	Danny Ramljak	Correspondence with Debtor re: invoice submissions	0.20	345.00	69.00
04/07/25	Michelle Uddin	Review & Correspond re: Fee application & Fee statements	1.20	750.00	900.00
04/08/25	Michelle Uddin	Review & Correspond re: Fee application & Fee statements	0.50	750.00	375.00
04/09/25	Danny Ramljak	Prepare February fee statement	0.50	345.00	172.50
04/17/25	Danny Ramljak	Prepare March fee statement	0.50	345.00	172.50
04/29/25	Danny Ramljak	Correspondence re: March fee statement	0.30	345.00	103.50
04/29/25	Michelle Uddin	Review & Correspond re: Fee application & Fee statements	0.80	750.00	600.00
Total			4.30		\$2,496.00



A **STOUT** BUSINESS

May 16, 2025

Murray Boiler LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Murray Boiler Insurance Recovery  
Project #: 2355138  
Invoice #: CINV-087117

	Amount
For Professional Services Rendered	\$8,346.00
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$8,346.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 05/16/2025

Invoice #: CINV-087117

Project #: 2355138

## Professional Charges

In Reference To: Murray Boiler Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/03/25	Morgan Cortens	Internal team meeting re: insurer work product	0.40	345.00	138.00
04/03/25	Danny Ramljak	Download and review PACE database	0.30	345.00	103.50
04/03/25	Danny Ramljak	Internal team meeting re: insurer work product	0.30	345.00	103.50
04/03/25	Michelle Uddin	Correspondence re: Insurance work product	0.50	750.00	375.00
04/08/25	Danny Ramljak	Correspondence with Counsel re: Insurance work product	0.30	345.00	103.50
04/10/25	Danny Ramljak	Correspondence with Counsel re: Insurance work product	0.40	345.00	138.00
04/21/25	Danny Ramljak	Work on insurance work product	1.30	345.00	448.50
04/21/25	Michelle Uddin	Review of insurance work product	1.20	750.00	900.00
04/22/25	Danny Ramljak	Review of insurance work product	1.20	345.00	414.00
04/22/25	Danny Ramljak	Work on insurance work product	1.20	345.00	414.00
04/22/25	Michelle Uddin	Correspondence re: Insurance work product	0.80	750.00	600.00
04/23/25	Danny Ramljak	Work on insurance work product	1.30	345.00	448.50
04/24/25	Danny Ramljak	Correspondence with Counsel re: Insurance work product	0.80	345.00	276.00
04/24/25	Michelle Uddin	Review of insurance work product	0.50	750.00	375.00
04/25/25	Danny Ramljak	Correspondence with Counsel re: Insurance work product	0.20	345.00	69.00
04/25/25	Michelle Uddin	Review of insurance work product	0.60	750.00	450.00
04/28/25	Danny Ramljak	Work on insurance work product	1.50	345.00	517.50
04/29/25	Michelle Uddin	Work on insurance work product	1.10	750.00	825.00
04/30/25	Danny Ramljak	Work on insurance work product	0.60	345.00	207.00
04/30/25	Danny Ramljak	Work on insurance work product	1.20	345.00	414.00
04/30/25	Michelle Uddin	Work on insurance work product	1.00	750.00	750.00
04/30/25	Morgan Cortens	Work on insurance work product	0.80	345.00	276.00
Total			17.50		\$8,346.00

**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 ORDINARY COURSE PROFESSIONAL FEES  
OF THE CLARO GROUP, LLC IN EXCESS OF  
MONTHLY OCP FEE LIMIT AND AGGREGATE OCP FEE LIMIT**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On June 18, 2020, Aldrich Pump LLC and Murray Boiler LLC, as debtors and debtors in possession (together, the "Debtors"), filed (i) the *Motion of the Debtors for an Order Authorizing the Retention and Compensation of Professionals Utilized by the Debtors in the Ordinary Course of Business* [Dkt. 17] (the "OCP Motion")<sup>2</sup> and (ii) the *Motion of the Debtors for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 18] (the "Interim Compensation Motion"), each with the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court"). On July 15, 2020, the Bankruptcy Court entered the *Order Authorizing the Retention and Compensation of Professionals Utilized By the Debtors in the Ordinary Course of Business* [Dkt. 170] (the "OCP Order") granting the relief requested in the OCP Motion. Also on July 15, 2020,

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

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

the Bankruptcy Court entered the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171] (the “Interim Compensation Order”) granting the relief requested in the Interim Compensation Motion.

2. Pursuant to paragraph 3(g) of the OCP Order, to the extent that an Ordinary Course Professional seeks compensation in excess of the aggregate OCP Fee Limit (i.e., greater than \$500,000 during the pendency of these chapter 11 cases), then such Ordinary Course Professional shall file a fee application with the Court for any such excess amount in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Rules of Practice and Procedure of the Bankruptcy Court, the *Guidelines for Compensation and Expense Reimbursement of Professionals* promulgated by the Court, and any and all applicable orders of the Court.

3. Pursuant to paragraph 2 of the Interim Compensation Order, the party seeking compensation under such order shall serve a "Monthly Statement" on the Notice Parties setting forth the full amount of fees sought in such month. If any Notice Party has an objection to the fees sought in a particular Monthly Statement, such party shall, no later than the 14<sup>th</sup> day following the service of such Monthly Statement, serve upon the Debtors, the relevant party seeking compensation, and the other Notice Parties a written objection setting forth the nature of the objection (a "Fee Objection"). Under this procedure, the Fee Objection is served on the Notice Parties, but is not filed with the Bankruptcy Court. If no timely Fee Objection is served, the Debtors shall promptly pay an amount (the “Authorized Payment”) equal to the lesser of (i) 90% of the fees and 100% of the expenses requested in the Monthly Fee Statement (the “Maximum Payment”) and (ii) the aggregate amount of fees and expenses not subject to an unresolved objection pursuant to paragraph 2(g) of the Interim Compensation Order.

3. The Claro Group, LLC ("Claro") is an Ordinary Course Professional that filed its Declaration of Ordinary Course Professional on July 31, 2020 [Dkt. 199]. Claro also filed a Supplemental Declaration of Ordinary Course Professional on August 7, 2020 [Dkt. 223]. As of November 2020, Claro exceeded the OCP Fee Limit in fees in connection with the services provided to the Debtors in these chapter 11 cases.

4. In accordance with the procedures established by both the OCP Order and the Interim Compensation Order, Claro's Monthly Statement for May 2025 is attached hereto as Exhibit 1. This Monthly Statement details the full amount of fees sought by Claro for the month of May 2025. For services provided in May 2025, Claro has incurred fees totaling \$14,987.00, as well as \$150.00 in requested expense reimbursements.

5. If no Fee Objections are received by the Debtors, Claro, and the other Notice Parties prior to July 14, 2025, the Monthly Statement shall be deemed approved and the OCP Firm may be paid the Authorized Payment under the Interim Compensation Order, which if no objection is served, would be 90% of the fees (\$13,488.30) and 100% of the expenses (\$150.00) for May 2025. Claro will file Interim Fee Applications with the Bankruptcy Court in accordance with the terms of the Interim Compensation Order.

6. If a timely Fee Objection is received, any disputed portion of Claro's fees shall be paid only upon resolution by the parties or determination by the Bankruptcy Court as described in both the OCP Order and the Interim Compensation Order.

Dated: June 30, 2025  
Chicago, Illinois

/s/ Brian Fern  
Brian Fern  
THE CLARO GROUP, LLC  
One South Wacker Drive, Suite 3800  
Chicago, IL 60606  
(312) 546-3400  
bfern@thecclarogroup.com



**EXHIBIT 1**

**Monthly Statements**



June 26, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Aldrich Pump Insurance Recovery  
Project #: 2355139  
Invoice #: CINV-089965

	Amount
For Professional Services Rendered	\$5,541.00
Out-Of-Pocket Expenses	150.00
Invoice Total	<u>\$5,691.00</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 06/26/2025

Invoice #: CINV-089965

Project #: 2355139

## Professional Charges

In Reference To: Aldrich Pump Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/02/25	Michelle Uddin	Review of insurance work product	0.50	750.00	375.00
05/07/25	Jill Rothschild	Review of insurance work product	2.60	425.00	1,105.00
05/07/25	Michelle Uddin	Internal meeting re: insurer work product	0.70	750.00	525.00
05/07/25	Jill Rothschild	Internal meeting re: insurer work product	1.20	425.00	510.00
05/14/25	Jill Rothschild	Internal meeting re: insurer work product	0.80	425.00	340.00
05/15/25	Jill Rothschild	Internal meeting and analysis re: insurer work product	1.10	425.00	467.50
05/15/25	Michelle Uddin	Review of insurance work product	0.60	750.00	450.00
05/16/25	Michelle Uddin	Review of insurance work product	0.50	750.00	375.00
05/20/25	Jill Rothschild	Review of insurance work product	0.20	425.00	85.00
05/20/25	Hannah Smith	Work on insurer work product	0.70	345.00	241.50
05/21/25	Hannah Smith	Work on insurer work product	0.30	345.00	103.50
05/22/25	Jill Rothschild	Internal meeting re: insurer work product	0.40	425.00	170.00
05/22/25	Hannah Smith	Work on insurer work product	0.90	345.00	310.50
05/29/25	Hannah Smith	Work on insurer work product	0.60	345.00	207.00
05/30/25	Hannah Smith	Work on insurer work product	0.80	345.00	276.00
Total			11.90		\$5,541.00



June 26, 2025

Aldrich Pump LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Bankruptcy Billing  
Project #: 2355165  
Invoice #: CINV-089967

	Amount
For Professional Services Rendered	\$1,069.50
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$1,069.50</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 06/26/2025

Invoice #: CINV-089967

Project #: 2355165

## Professional Charges

In Reference To: Bankruptcy Billing

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/13/25	Danny Ramljak	Prepare April fee statement	1.00	345.00	345.00
05/16/25	Danny Ramljak	Prepare March & April fee statements	0.60	345.00	207.00
05/29/25	Danny Ramljak	Finalize March & April Monthly fee statements for distribution & submission	1.10	345.00	379.50
05/29/25	Hannah Smith	Review & Correspond re: March & April Fee application & Fee statements	0.40	345.00	138.00
Total			3.10		\$1,069.50



June 26, 2025

Murray Boiler LLC  
c/o Allan Tananbaum  
One Centennial Avenue  
Piscataway, NJ 08854

In Reference To: Murray Boiler Insurance Recovery  
Project #: 2355138  
Invoice #: CINV-089966

	Amount
For Professional Services Rendered	\$8,376.50
Out-Of-Pocket Expenses	\$0.00
Invoice Total	<u>\$8,376.50</u>

Please include the project number and invoice number with your payment. If you have any questions, contact Accounts Receivable at 248-208-8800.

Please remit check and invoice copy to:

The Claro Group, LLC  
P O Box 6715  
Carol Stream, IL 60197-6715.



Invoice Date: 06/26/2025

Invoice #: CINV-089966

Project #: 2355138

## Professional Charges

In Reference To: Murray Boiler Insurance Recovery

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/01/25	Morgan Cortens	Internal team meeting re: insurer work product	0.50	345.00	172.50
05/01/25	Danny Ramljak	Internal team meeting re: insurer work product	0.40	345.00	138.00
05/01/25	Ryan Greene	Internal team meeting re: insurer work product	0.40	425.00	170.00
05/01/25	Michelle Uddin	Internal team meeting re: insurer work product	0.50	750.00	375.00
05/02/25	Morgan Cortens	Work on insurance work product	0.80	345.00	276.00
05/02/25	Danny Ramljak	Work on insurance work product	1.10	345.00	379.50
05/02/25	Michelle Uddin	Review of insurance work product	0.50	750.00	375.00
05/05/25	Danny Ramljak	Attention to asbestos claims information	0.30	345.00	103.50
05/05/25	Danny Ramljak	Correspondence with Counsel re: Insurance work product	0.30	345.00	103.50
05/06/25	Ryan Greene	Internal team meeting re: insurer work product	0.60	425.00	255.00
05/06/25	Danny Ramljak	Internal team meeting re: insurer work product	0.60	345.00	207.00
05/07/25	Danny Ramljak	Work on insurance work product	1.00	345.00	345.00
05/07/25	Danny Ramljak	Internal team meeting re: insurer work product and follow-up regarding the same	1.00	345.00	345.00
05/07/25	Danny Ramljak	Presentation to counsel re: insurer work product and follow-up regarding the same	0.60	345.00	207.00
05/07/25	Michelle Uddin	Internal team meeting re: insurer work product	0.80	750.00	600.00
05/08/25	Michelle Uddin	Review of insurance work product	0.60	750.00	450.00
05/12/25	Michelle Uddin	Review of insurance work product	0.80	750.00	600.00
05/12/25	Danny Ramljak	Correspondence re: Insurance work product	0.70	345.00	241.50
05/13/25	Michelle Uddin	Review of insurance work product	0.60	750.00	450.00
05/13/25	Danny Ramljak	Work on insurance work product	2.10	345.00	724.50
05/14/25	Danny Ramljak	Internal team meeting re: insurer work product	0.80	345.00	276.00
05/14/25	Danny Ramljak	Work on insurance work product	0.70	345.00	241.50

Invoice #: CINV-089966

Project #: 2355138

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<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/15/25	Danny Ramljak	Work on insurance work product	0.90	345.00	310.50
05/16/25	Danny Ramljak	Correspondence with Counsel re: Insurance work product	0.80	345.00	276.00
05/16/25	Michelle Uddin	Review of insurance work product	0.50	750.00	375.00
05/29/25	Danny Ramljak	Work on insurance work product	1.10	345.00	379.50
Total			19.00		\$8,376.50



**EXHIBIT B**

**Proposed**

**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 FOURTEENTH INTERIM FEE APPLICATION OF  
THE CLARO GROUP, LLC FOR ALLOWANCE OF COMPENSATION FOR  
SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES AS  
ORDINARY COURSE PROFESSIONAL TO THE DEBTORS  
FOR THE PERIOD FROM FEBRUARY 1, 2025 THROUGH MAY 31, 2025**

This matter coming before the Court on the *Fourteenth Interim Fee Application of The Claro Group, LLC for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Ordinary Course Professional to the Debtors for the Period from February 1, 2025 through May 31, 2025* [Dkt. 2577] (the “Interim Fee Application”)<sup>2</sup> filed by The Claro Group, LLC as an ordinary course professional to the above-captioned debtors and debtor in possession (the “Debtors”); the Court having reviewed the Interim Fee Application; the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) notice of the Interim Fee Application and the notice of an opportunity for hearing were served upon the parties

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

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

required by Local Rule 2002-1(g) and the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171] (the “Interim Compensation Order”) and no other or further notice is required, (iv) the compensation requested in the Interim Fee Application is reasonable and for actual and necessary services rendered by The Claro Group, LLC on behalf of the Debtors during the period from February 1, 2025 through May 31, 2025 (the “Compensation Period”), (v) the expenses for which reimbursement is sought in the Interim Fee Application are actual and necessary expenses incurred by The Claro Group, LLC during the Compensation Period on behalf of the Debtors, and (vi) the Interim Fee Application fully complies with the Interim Compensation Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Interim Fee Application establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Interim Fee Application is GRANTED.
2. The Claro Group, LLC is awarded, on an interim basis, compensation for professional services rendered during the Compensation Period in the amount of \$41,349.00 and reimbursement for actual and necessary expenses incurred by The Claro Group, LLC during the Compensation Period in the amount of \$600.00.
3. The Debtors are authorized and directed to pay promptly to The Claro Group, LLC the amount of fees and expenses approved by this Order, to the extent that such amounts have not previously been paid by the Debtors.

4. The Debtors and The Claro Group, LLC are authorized and empowered to take any and all matters arising from or related to the implementation, enforcement, or interpretation 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