Docket #2720 Date Filed: 7/15/2025

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re	Chapter 11
ALDRICH PUMP LLC, *et al.*,	Case No. 20-30608 (LMJ)
Debtors.	(Jointly Administered)

THE FUTURE ASBESTOS CLAIMANTS' REPRESENTATIVE'S OBJECTION TO THE ACC'S MOTION TO RECONSIDER THE ORDER AUTHORIZING THE FCR TO RETAIN AND EMPLOY THE BRATTLE GROUP, INC. AS CLAIMS TESTIFYING EXPERT

Joseph W. Grier, III, the representative for future asbestos claimants in the above-captioned cases (the "FCR"), through counsel, hereby files this *Objection* to the *Motion of the Official Committee of Asbestos Personal Injury Claimants* (the "ACC") *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 to Reconsider or the "Motion") [Dkt. No. 2694].

PRELIMINARY STATEMENT

The small group of law firms that control the ACC (collectively, the "Firms") neither respect the Court's rulings, nor hesitate to waste the Court's and other parties' time. Those Firms have pursued a strategy of endlessly recycling objections, which Judge Whitley, and now Your Honor, have roundly and repeatedly rejected. This phenomenon is present across all three pending North Carolina asbestos cases.[1] A prime example is how the ACC, along with Maune Raichle, a

[1] Multiple law firms representing claimants on the ACC in *Aldrich* also sit on the ACCs in *Bestwall* and *DBMP* as follows: Cooney & Conway, Kazan, McClain, Satterley & Greenwood, PLC, Maune Raichle Hartley French & Mudd, LLC, the Shepard Law Firm, and Weitz & Luxenburg. Those and a select group of other law firms control all or nearly all ACCs across the country and the dozens of Trust Advisory Committees. They have it in their power to dictate not only the make-up of the ACCs but also selections of FCRs, trustees, and the legions of professionals

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committee firm no less, sought unsuccessfully on multiple occasions to dismiss the *Aldrich/Murray* bankruptcy cases or to lift the automatic stay. Judge Whitley noted that the ACC's repeated attempts to derail the *Aldrich/Murray* and *DBMP* cases would potentially entail sanctions, a path that Judge Beyer ultimately took in *Bestwall* when confronted with similar vexatious conduct.[2] Incredibly, seemingly confident they will never be held to account, counsel for the ACC have freely admitted that they are motivated to end all these cases to avoid findings of fraud and suppression of exposure evidence against the Firms.[3] The Firms' desire to protect themselves for any inappropriate pre-petition conduct is, of course, wholly irrelevant – and indeed at odds – with the best interests of unpaid asbestos victims, *i.e.*, the class that the ACC and its counsel, as court fiduciaries, are legally and ethically required to zealously protect. Thousands of asbestos victims are dying every year in all three North Carolina cases, without realizing any

who bill hundreds of millions of dollars to these matters.

[2] Judge Whitley expressed his frustration on May 23, 2024 at a hearing in *DBMP,* explaining that he would have to deny relief sought by the ACC from the automatic stay for the same reasons he had recently explained to the same ACC Firms in *Aldrich/Murray*:

> In the *Aldrich* order denying dismissal, I gave you my take about where I see the landscape and the potential issues lying ahead. . . . I'm not going to try to do indirectly something that I'm not permitted to do or not inclined to do under existing law. I am bound by the *Carolin* decision . . . I would suggest not continuing to try to beat your head against a rock. That's not going to change the outcome, but it could end up with you being sanctioned for pressing the same rejected theories time and again . . .

DBMP, Dkt. No. 2810 (May 23, 2024 Hr'g Tr. at 18:23-25; 19:18-20; 20:22-21:2). In *Bestwall*, Judge Beyer highlighted her concern that Maune Raichle, which sits on the *Bestwall*, *Aldrich*, and *Paddock* ACCs, rather than its clients, was likely directing litigation strategy, writing:

> [W]hile the Court has no direct evidence, it strongly suspects the nine claimants did not direct the effort to contest the Court's PIQ Order by filing the Illinois Lawsuit. Yet the Court's hands are tied and it must sanction them, along with the Maune Raichle firm, which likely is the driving force behind the Illinois litigation.

See Bestwall, Dkt. No. 2095 ¶ 7 (Bankr. W.D.N.C. Sept. 23, 2021).

[3] *See* Jan. 26, 2023 Hr'g Tr., at 38:25; 39:1-10, Dkt. 1599 (ACC counsel, Natalie Ramsey, admitting the primary reason for seeking dismissal has been to avoid the bankruptcy court making "some very critical determinations," as the Court did in *Garlock*, about "the way the plaintiffs and the tort lawyers behaved in the tort system"); Mar. 27, 2025 Hr'g Tr. at 38:15-18 ("The risk is that, like Judge Hodges in *Garlock*, the Court is presented with an asked to make findings of, essentially, some sort of wrongdoing, some sort of misconduct. ***That's the risk and that is what we are in a position of trying to avoid***") (emphasis added).

compensation from these debtors in their lifetimes. That tragedy is rightly laid at the door of the Firms and their compliant ACCs.[4]

The ACC's latest gambit – asking the Court to vacate its own order authorizing the FCR's retention of The Brattle Group, Inc. as a testifying expert (the "Brattle Retention Order") – fits the pattern exactly. It is another brazen attempt at obstructing the estimation process that the Court has consistently stated is going forward. This time, the ACC urges the Court to disregard express language in the case management order (the "Estimation CMO"),[5] which the Court carefully entered after briefing and multiple hearings, authorizing the FCR to submit an initial expert report from an expert of his choosing (or else, be foreclosed from doing so). Likewise, and shockingly, the ACC ignores the findings made by the Court in the Brattle Retention Order, including, among other things, that the Court is satisfied based on the McKnight Declaration and the Application that Brattle is disinterested, that the retention of Brattle is reasonable, necessary, and appropriate and is in the best interest of the FCR and the Debtors' estates, and that Brattle will use their reasonable efforts to avoid duplication of any services provided by any of the FCR's other retained professionals. In other words, all the things the ACC now complains about. To be sure, the FCR submitted the proposed order to the Court but that does not diminish the fact that the ACC insultingly infers the Court did not read and carefully consider the order before entering it and making those findings.

[4] Any notion that the ACC's decisions are being made by any asbestos victim is dispelled by the damning testimony of Robert Overton, who was appointed to the *Aldrich* ACC in June 2020, and yet indicated at deposition that he was not aware of his appointment to the ACC or the role of the ACC. *See* Dkt. No. 1779 (Ex. C) (citing Nov. 9, 2020 Depo. Tr., *Robert Overton vs. Armstrong Int'l, Inc.*, No. 20-1482 (Mass. Super. Ct. Dept of the Trial Court) at 329:9-15; 378:11-24; 379:1-6, 12-16, 20-22; 380:2-5).

[5] *See Second Amended Case Management Order for Estimation of Asbestos Claims*, Dkt. No. 2656.

The sharp irony of the ACC's Motion to Reconsider will not be lost on the Court. It was the ACC that demanded the expert retention language be included in the CMO. Now, in a complete about-face and another instance of "magical thinking,"[6] the ACC protests that the Brattle Retention Order should be reversed, denying the Court the benefit of the testimony of any FCR expert (despite the Court's request for that testimony) for the remainder of the case. The simple truth is that the Firms know the FCR is a truly independent fiduciary, which is why they were vehemently opposed to his appointment from the beginning (an opposition Judge Whitley dismissed). And the Firms know full well that the FCR is committed to advance the interests of asbestos victims, not the protection of the Firms' business model. Thus, they are determined, by any means possible, to silence him. The Court, which has broad discretion in approving expert retentions under Section 327 of the Bankruptcy Code, is well within its rights to give such gamesmanship short shrift. *In re Harold & Williams Dev. Co.*, 977 F.2d 906, 910 (4th Cir. 1992) (courts may exercise discretion in "a way that [they] believe best serves the objectives of [bankruptcy].").

At the hearing on April 15, and as reflected in the Estimation CMO, the Court unmistakably directed that estimation would proceed on a firm schedule, ordering that initial expert reports be exchanged on September 15, 2025.[7] The Court further advised that it would be "helpful for the FCR to take a more active role."[8] Likewise, counsel for the FCR signaled multiple times – before, at, and after the April hearing – that it would need to hire a new testifying expert to prepare and exchange an initial expert report. The FCR then did exactly what the Estimation CMO and Court's directive required: he sought out a conflict-free, nationally recognized economic consulting firm

[6] *See* Mar. 27, 2025 Hr'g Tr. at 41:11-17.

[7] *See* Apr. 15, 2025 Hr'g Tr. at 11:9-14.

[8] Apr. 15, 2025 Hr'g Tr. at 6:17-20.

whose professionals have consulted and testified in numerous mass tort litigations to prepare that report; obtained a Rule 2014 affidavit disclosing Brattle's connections and establishing that it was a disinterested party; and prepared and submitted its application. The FCR was fully transparent about his intentions, and all parties knew the application was coming, including the ACC. Only now, after acquiescing to (if not specifically endorsing) the retention and entry of the Brattle Retention Order, does the ACC cry foul – asserting that the Court should revisit issues it has already decided. Incredibly, the ACC now argues, for the first time, that the four-year-old Plan Support Agreement ("PSA") somehow gags the FCR and that Brattle's work will be "duplicative" of Ankura's and, therefore, unnecessarily costly. Each contention, which could have been raised during the CMO briefing and hearings (but was not ever mentioned) and was addressed in the Brattle Retention Order, crumbles under the slightest scrutiny.

***First*,** the Motion is a barely disguised effort to re-write the Estimation CMO and to obstruct the estimation process altogether, even though the Court has made abundantly clear that the estimation ship has sailed, and "arguments about whether estimation is appropriate are just not helpful at this time and they only serve to distract and frustrate."[9]

***Second*,** nothing in the PSA bars the FCR from submitting his own expert reports on any appropriate issue or otherwise muzzles him in any way. The ACC knows this full well and in the four years since its execution never uttered a peep about this conjured-up theory, including in the context of the recent CMO hearings. The Court should rightfully be suspect about the ACC's proclivity to challenge orders after they are entered with "new" arguments that could have been made, and considered by the Court, at the appropriate time. Moreover, the truth is that the PSA simply requires the FCR to facilitate the consummation of the agreed Plan. Though not necessary,

[9] *See* Mar. 27, 2025 Hr'g Tr. at 8:1-3.

but for the avoidance of any doubt, the parties have amended the PSA to expressly state that the FCR "shall be entitled to take whatever positions he believes are appropriate in connection with the Estimation."[10]

Third, the FCR is entitled to retain the expert of his choosing. The ACC's false concern over alleged "duplication of work" and professional fees, which are paid by the Debtors, rings hollow given its own retention of multiple law firms and professionals, often with overlapping responsibilities. The ACC's professionals (five law firms, one financial advisor, and two claims experts) have billed approximately $56 million in these Debtors' cases as of May 2025, for zero discernible benefit for the class of current claims.[11] By comparison, the FCR's professionals have billed $7.6 million.[12] In *Bestwall*, the FCR, Mr. Sandy Esserman, has billed approximately $147 million, of which $13 million was billed by his own law firm and $75 million was billed by claims expert (Ankura again).[13] The ACC pretends to the Court that Ankura will cost the estate less than

[10] Decl. of Jonathan Guy, Ex. D.

[11] *See* Decl. of Jonathan Guy, Ex. E (summary chart of ACC/FCR professional fees in each of the three NC asbestos cases).

[12] During the pendency of these cases, the FCR has expended fees on, among other things, moving for a bar date, moving for a claims sample, supporting mediation, negotiated a confirmable plan, negotiated as QSF, reached a compromise on trust funding with the Debtors, and opposed serial efforts by the ACC to dismiss these cases, a result directly at odds with the best interests of both classes of future and current claimants. In comparison, the ACC has achieved nothing to further the interests of the class it is supposed to represent. It is no answer to say, well back in the tort system individual asbestos victims have whatever rights they had before and if some get nothing and others get more that's not our problem. But it is. The ACC represents the class of currently sick claimants and has an ethical and statutory obligation to ensure they are paid equally, fairly, and promptly. The tort system is the very antithesis of this. And, of course, standard claims processing procedures provide that those unhappy with trust settlement offers may seek recourse in the tort system in any event.

[13] A review of fee applications in *Bestwall* suggests that much of that $75 million in fees is targeted to making the argument at estimation that the Firms did not commit fraud for prepetition paid claimants, *i.e.*, the primary (but mistaken) goal of each of the ACCs in the North Carolina cases. *E.g.*, *In re Bestwall LLC*, No. 17-31795 (Bankr. W.D.N.C. Jan. 19, 2021); Dkt. No. 3754, pp. 15-45. That, of course, is a wildly problematic position for any court appointed claimant class fiduciary to make. No ACC nor FCR, or any of their professionals or counsel, is tasked by this Court with protecting the Firms from adverse findings for the Firms' own pre-petition conduct. The fabulously rich appointments that the Firms can confer may well explain but does not, of course, justify any fiduciary abandoning the classes of claimants. Whether that conduct ultimately leads to reconstitution of those fiduciaries, and disqualification of professionals and disgorgement of fees is a matter for this Court's judges and another day. *See In re Congoleum Corp.*, 426 F.3d 675, 692-93 (3d Cir. 2005).

Brattle through estimation. Apparently not: Ankura, at the direction of the *Bestwall* FCR, has expended ten times what the *Aldrich* FCR has spent in total across all professionals, with the Bestwall estimation far into the future. By contrast, Ankura was able to assist the *Aldrich* FCR in reaching agreement on trust funding for less than 1% of what has been spent to date by the *Bestwall* FCR.

In similar fashion, the *Bestwall* ACC's professionals have billed $132 million, of which $8 million is from their own claims expert, Legal Analysis Systems ("LAS"). The *Bestwall* ACC, with the same counsel as here, has no objection to those eye-watering fees that are plainly duplicative given that the *Bestwall* ACC and FCR advance the same positions over and over: dismissal, disruption, delay.

Putting aside the glaring hypocrisy of the ACC's position – an FCR who marches in lockstep with the Firms' interests can spend unlimited amounts on experts for no benefit; but one who is independent, and laser focused on the interests of the class of future claimants, can spend nothing – there is no duplication by the FCR in these cases. Ankura assisted the FCR in reaching a fair and reasonable compromise on trust funding by reference to, among other things, Ankura's pre-petition work for the Debtors and trust experience in *Garlock* – work that was completed several years ago. The expert consulting work Ankura performed is worlds apart from the expert testimony that Brattle is expected to deliver, based on, among other things, trust discovery and claims files to be exchanged before estimation, which is still well in the future. And that is without considering the obvious complicating factor that Ankura acts as the testifying expert for not only the *Bestwall* FCR but also that of *DBMP*, Mr. Sandy Esserman. Ultimately, it is telling that the ACC states that it has "serious concerns about the reasons behind the FCR's unwillingness to use

Ankura as a witness," Mot. at 2-3, which may lay bare the ACC's real objective: expert testimony from the FCR is acceptable only if the Firms believe they have control over that witness.

Fourth**,** as to the one argument the ACC makes that pertains to the retention of Brattle specifically, *i.e.*, the only argument that the ACC did not waive by not making it before in the context of the CMO briefing and hearings, Brattle, as the Court has already found and ruled, is plainly a disinterested party under the Bankruptcy Code. This is confirmed by the original declaration of David McKnight, a declaration that the ACC knows that the Court would have carefully reviewed and considered when it granted the Brattle Retention Order. Although unnecessary, Brattle has supplemented its declaration to make this disinterestedness even plainer (a clarification the FCR would have gladly provided if ACC counsel had simply asked before firing off its objection without prior notice).

Ultimately, the Motion does not reflect a good-faith objection to the FCR's retention of Brattle. Rather, it is another brazen, after-the-fact, vexatious attempt to derail the estimation process by eliminating the FCR's ability to submit expert testimony. And most problematically, the ACC brings the Motion in direct contradiction of their own arguments and in willful defiance of the Court's rulings in the Estimation CMO and the Brattle Retention Order, all to undermine the Court's clearly stated preference to hear from the FCR.

For these reasons, discussed in detail below, the FCR respectfully requests that the Court summarily deny the Motion, allow the estimation process to proceed, and order any other relief the Court deems appropriate to deter further gamesmanship at odds with the pressing needs of asbestos victims in receiving prompt payment on their claims.

STANDARD

Bankruptcy Rule 9024, which incorporates Civil Rule 60(b), applies to final orders issued by a bankruptcy court. The Retention Order is a final order for reconsideration purposes because it "finally dispose[d] of a discrete dispute within the larger case," namely whether the FCR can retain Brattle as a testifying expert in the estimation proceeding. *See In re Computer Learning Centers, Inc.*, 407 F.3d 656, 660 (4th Cir. 2005); *see also A.H. Robins Co., Inc. v. Piccinin*, 788 F.2d 994, 1009 (4th Cir. 1986) (noting that "the concept of finality . . . has traditionally been applied in a more pragmatic and less technical way in bankruptcy cases than in other situations."). A party seeking relief under Civil Rule 60(b) must "satisfy one of the six specific sections of Rule 60(b)." *Dowell v. State Farm Fire & Cas. Auto. Ins. Co.*, 993 F.2d 46, 48 (4th Cir. 1993); *Compton v. Alton S.S. Co., Inc.*, 608 F.2d 96, 102 (4th Cir. 1979).[14] Further, the party must establish at the outset "that his motion his timely, that he has a meritorious defense to the action, and that the opposing party would not be unfairly prejudiced by having the judgment set aside." *Park Corp. v. Lexington Ins. Co.*, 812 F.2d 894, 896 (4th Cir. 1987).[15]

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[14] Under Civil Rule 60(b), a party may be relieved from a final judgment, order, or proceeding on the following grounds:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud … misrepresentation, or misconduct by an opposing party

(4) the judgment is void;

(5) the judgment has been satisfied, release, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying is prospectively no longer equitable; or

(6) any other reason that justifies relief.

[15] To the extent the Court treats the Brattle Retention Order as an interlocutory order, Bankruptcy Rule 9023 provides that FRCP Rule 59 would apply. *See Milic v. McCarthy*, 469 F. Supp. 3d 580, 582 (E.D. Va. 2020) (citing *In re Minh Vu Hoang*, 473 F. Appx. 263 (4th Cir. 2012)). The Fourth Circuit recognizes only three grounds for granting a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or to prevent manifest injustice. *Pac. Ins. Co. v. Am. Nat'l Fire Ins. Co.*, 148 F.3d 396, 403 (4th Cir. 1998).

To be sure, the Brattle Retention Order was entered *ex parte*, pursuant to Local Rule 9013-1(f)(8) and longstanding local practice, to avoid taking up the Court's time unnecessarily on routine expert applications and to expedite expert retentions – something of immediate concern here given the vast approaching September 15 report deadline. In the ordinary course, *ex parte* orders may be entered in a vacuum but that was most certainly not the case here. Rather, the FCR's application followed from extensive briefing, correspondence with the Court, and argument at two hearings concerning the Estimation CMO. The FCR could not have been clearer that he intended to retain a testifying expert if the CMO Order required he do so, and the Court signaled a preference to hear from him. Thus, the ACC had the opportunity to do so but failed to make the empty arguments it does now about the impact of the PSA or alleged "excessive" fees. It goes without saying that a party that ambushes a court with arguments that could have been made when the issues at hand were being considered does not have a good faith basis for a motion to reconsider. *See, e.g., Wiseman v. First Citizens Bank & Tr. Co.*, 215 F.R.D. 507, 509 (W.D.N.C. 2003) ("The limited use of a motion to reconsider serves to ensure that parties are thorough and accurate in their original pleadings and arguments presented to the Court."); *Wootten v. Commonwealth of Virginia*, 168 F. Supp. 3d 890, 893 (W.D. Va. 2016) ("[R]econsideration is not meant to re-litigate issues already decided, provide a party the chance to craft new or improved legal positions, highlight previously-available facts, or otherwise award a proverbial 'second bite at the apple' to a dissatisfied litigant."); *In re Marriott Int'l, Inc.*, No. 19-MD-2879, 2021 WL 1516028, at *3 (D. Md. Apr. 16, 2021) (same).

ARGUMENT

The ACC predictably fails to even cite the standards for reconsideration, knowing they cannot satisfy them. Regardless, as detailed herein, there are no grounds for the ACC to obtain

relief from the Brattle Retention Order, and granting reconsideration would unfairly prejudice the FCR, given the hard deadlines set by the Court and the substantial work that Brattle has already begun. Accordingly, the Court should deny the Motion.

I. THERE IS NO BASIS TO RECONSIDER THE BRATTLE RETENTION ORDER

A. All Parties Agreed, and the Court Ordered, that the FCR Could Retain an Estimation Expert.

The ACC's newfound assertion – that the FCR's retention of *any* estimation expert "is unnecessary to the administration of the case," Mot. at 8 – confirms that the Motion to Reconsider is not really about Brattle at all. It is a broader attempt to derail the estimation process the Court has already ordered. The ACC is trying to revisit the Court's Estimation CMO yet again, even though estimation is moving forward, and all parties, including the FCR, are entitled to participate on equal footing.

The record could not be clearer. Just months ago, it was the ACC who insisted that "[f]or the avoidance of doubt, to the extent the FCR, Trane U.S. Inc, and Trane Technologies Company LLC, do not provide Initial Expert Reports, they shall be foreclosed from presenting expert evidence in connection with the Estimation Proceeding."[16] The Court adopted that language, which explicitly anticipated the FCR's retention of a testifying expert. Only now does the ACC suddenly complain, pretending that the very step it invited is somehow improper.

If there were any doubt at all about what the FCR was likely to do, it was erased at the April 15 hearing, where the Court stated its belief that "it would be helpful for the FCR to take a more active role" by exchanging an initial expert report. Apr. 15, 2025 Hr'g Tr. at 6:19-20 ("I'm not going to make him do it, but he's going to have to make a choice on that particular issue."). In

[16] *See* Guy Decl., Ex. A (ACC Redline to Debtors' Proposed CMO).

response, the FCR signaled at the hearing that he would likely retain a testifying expert to prepare an initial report.[17] Likewise, prior to the April 15 hearing, when the Debtors and ACC submitted competing proposed orders, the FCR advised the Court and the parties that "if the Court determines that it would be helpful for it for any reason to see an initial report from an FCR testifying claims expert, we will seek to retain such an expert … and provide one."[18] The ACC never objected, notwithstanding multiple opportunities to do so, likely knowing the response such an objection would engender. The passage of three months does not make the ACC's objection more compelling.

Further underscoring the baselessness of the ACC's Motion, the FCR was explicit at the April 15 hearing that its testifying expert would not be Ankura – precisely because Ankura had advised the Debtors pre-petition and now serves as the Garlock trust expert. Tr. at 12:12-20. Further complicating matters, Ankura also appears as the FCR's testifying expert in *Bestwall* and *DBMP* – cases in which the FCR and ACC truly march in lock-step. Given that an expert witness from Ankura would inevitably face allegations of conflict, bias, and inconsistency at the estimation trial (most likely from the ACC itself), the FCR proactively sought to avoid such claims by explaining that "we would look for a [different] testifying expert to assist the Court on that front." *Id.* Here too, the ACC remained silent, relinquishing any right it may have had to complain in the future. *Fletcher v. Wells Fargo Bank, Nat'l Ass'n,* No. 5:08CV24, 2009 WL 10728055, at *7 (W.D.N.C. Sept. 2, 2009) (waiver is implied when a person dispenses with a right "by conduct which naturally and justly leads the other party to believe he has so dispensed with the right.").

[17] Apr. 15, 2025 H'r Tr. at 12:8-12.

[18] Decl. of Jonathan Guy, Ex. B (emphasis added).

B. The PSA and Plan Do Not Bar the FCR's Retention of an Independent Testifying Expert

Courts have long recognized that future claimants "clearly have a practical stake in the outcome of the [bankruptcy] proceedings," which obliges the FCR to advocate zealously *and independently* on their behalf to ensure they receive substantially similar recoveries as the class of current claimants (here, through at least 2050). *See In re Amatex Corp*., 755 F.2d 1034, 1041 (3d Cir. 1985); *In re Imersys Talc America, Inc.,* 38 F. 4th 361, 269 (an FCR "must be independent of the debtors and other parties-in-interest in the case and must be able to act with undivided loyalty to demand holders."). Similarly, of course, the ACC must be independent of any outside influence. *In re Celotex Corp.*, 123 B.R. 917, 921-22 (Bankr. M.D. Fla. 1991) (holding each legal representative who sits on the committee has a fiduciary duty to each of its constituents it represents).

The truth is that nothing in the PSA or Plan diminishes that duty or silences the FCR (and the class of future claimants he represents), whether in the estimation process or otherwise. The Plan's $545 million funding amount reflects a negotiated compromise between the Debtors and FCR – it does not eliminate the need to value aggregate claims so that the classes of claimants, and it is the Court that must decide whether the Plan is adequately funded and "fair and equitable" under § 1129(b)(2)(C). That is the process that Judge Whitley ordered in this case more than three years ago, consistent with dozens of mass tort asbestos cases including *Garlock*, *Bestwall*, and *DBMP*.[19] And it is the process that counsel for the ACC have participated in across all those cases,[20] and which the ACC specifically anticipated here. For example, when the ACC sought to

[19] *See* Dkt. No. 1127, *Aldrich;* Dkt. No. 1202, *In re Garlock Sealing Techs. LLC*, No. 10-31607 (Bankr. W.D.N.C. Apr. 13, 2012); Dkt. No. 1577, *In re Bestwall LLC*, No. 17-31795 (Bankr. W.D.N.C. Jan. 19, 2021); Dkt. No. 1239, *In re DBMP LLC,* No. 20-30080 (Bankr. W.D.N.C. Nov. 29, 2021).

[20] *See* Dkt. No. 2379, at 23-24.

retain LAS, it indicated that "[a] fair and accurate valuation of the asbestos claims is necessary in order for the [ACC] . . . to negotiate a plan and otherwise discharge its fiduciary duties in connection with the Chapter 11 case."[21] A fiduciary who represents claimants whose diseases have not yet manifested cannot meet his obligations if he lacks even the option to advance an independent estimate of the Debtors' liabilities. Yet the ACC seeks to deprive the FCR, the class of future claimants, and most importantly the Court, of just such an independent estimate.

To justify its latest effort to derail the estimation process, the ACC falsely claims there is an "express provision" of the PSA that bars the FCR from advancing its own estimate of the Debtors' asbestos liabilities. Mot. at 9 (citing PSA § 5.01(a)(iii)). The ACC is being economical with the truth, again. That clause merely requires the FCR to support and use commercially reasonable efforts to advance Plan confirmation. The PSA's only mentions of "estimation" provide that the FCR support the Debtors' "motion for estimation" or in "*seeking* estimation" PSA, § 5.01(a)(ii)(D); *id.* at 22 ("Plan Process"); *see also* § 5.01(c) ("The Debtors will first prosecute the Estimation Motion"). That is not a gag order on the FCR providing an expert report at estimation on any issue that could be helpful to the Court, or a requirement that the FCR must "simply parrot the Debtors' own estimate." Dkt. No. 832 at p. 22.[22] Counsel for the ACC know this but advance their false arguments regardless.

Not only is the ACC's position unsupported by the actual language of the PSA, but it is also rendered even more ridiculous when taken to its logical conclusion. If the FCR is bound by the PSA to submit an expert report estimating the Debtors' liability at the agreed compromise trust

[21] *Aldrich,* Dkt. 900, ¶ 8 (Bankr. W.D.N.C. Nov. 22, 2021) (emphasis added).

[22] The Committee's newfound argument is also belied by its years-long silence. The PSA has been on file since 2021. Not once, until now, did the ACC claim that it barred the FCR from hiring *any* expert. That objection materialized only after the Court approved the Brattle retention.

funding figure of $545 million, then the Debtors necessarily would be also. Of course, the ACC did not make that argument before and does not make it now. The ACC deliberately seeks to conflate two entirely separate issues: the evidence that the various parties will present in seeking the Court's estimate of the Debtors' asbestos liabilities and whether the $545 million reflects a fair and reasonable compromise number for confirmation. The Court should not be fooled by this tactic.

Considering that the FCR is not "*required* to be in lockstep with the Debtors" as the ACC falsely claims, the PSA has zero bearing on the FCR's provision of its own initial expert report. Nonetheless, for the avoidance of doubt, the FCR and Debtors executed an Amendment to the PSA on July 8, 2025, clarifying that, "[n]otwithstanding anything in the Agreement to the contrary, the [FCR] shall be entitled to take whatever positions he believes appropriate in connection with the Estimation."[23]

In short, the ACC seeks to silence a fiduciary charged with advocating for the class of future claimants, notwithstanding the express language of the CMO that the ACC itself demanded, the clearly stated preference by the Court to hear from the FCR's experts, the findings in the Brattle Retention Order, and contrary to the fiduciary principles it invokes for its own expert retentions. The Court should reject this strained effort out of hand.

C. The FCR is Entitled to Retain Brattle, Which Will Not Duplicate Ankura's Work, and Whose Retention is Plainly Permitted Under Section 327.

"There is a strong public policy in favor of permitting parties to retain professionals of their choice." COLLIER ON BANKRUPTCY ¶ 1103.03, at 1103-10 (15th rev. ed. 2003); *In re Caldor, Inc.*, 193 B.R. 165, 170 (Bankr. S.D.N.Y. 1986) ("Public policy favors permitting parties

[23] Guy Decl., Ex. D.

to retain professionals of their choice"); *see also Powell v. United States*, 149 F.R.D. 122, 124 (E.D. Va. 1993) (an opponent has "absolutely no say in determining" the other side's expert); *Collins v. TIAA-CREF*, No. 3:06-cv-304, 2008 WL 268446, at *2 (W.D.N.C. Jan. 29 2008) (a party's choice of expert "is to be respected"). In its order appointing Mr. Grier as the FCR, the Court authorized him to employ disinterested professionals as needed to help him discharge his fiduciary duties to the class of future claimants, pursuant to Sections 327(a) and 1103 of the Bankruptcy Code.[24]

Casting aside these long-established principles and the Court's clear order, the ACC contends that Brattle's retention is "duplicative" of Ankura's work. The absurdity of that contention is laid bare by the Motion's citation to testimony from a hearing that occurred nearly four years ago**.** Mot. at 9 (citing Dec. 2, 2021 Hr'g Tr. at 35:4-7) ("We spent a great deal of time with [Ankura] looking at the claims database, looking at the insurance, trying to understand the scope of the liabilities…."). That was a vastly different time when Ankura filled a vastly different role as a claims consultant and financial advisor (Dkt. No. 463), given its pre-petition familiarity with the Debtors' databases and its ongoing work for the *Garlock* trust, which allowed Ankura to rapidly assess the viability of the $545 million settlement. While the ACC estimated Ankura's total fees since its retention, what it conveniently left out was that the vast bulk of its fees were earned more than four years ago.[25] Since October 1, 2023, Ankura has sought reimbursement of only $20,936, and much of that is likely related to financial issues, which Ankura (Jason Solganick) also handled for the FCR until he founded his own company, TetraRho.[26] Indeed, neither the FCR

[24] *Order Appointing Joseph W. Grier, III as Legal Representative for Future Asbestos Claimants*, Dkt. No. 389.

[25] *See* Dkt. Nos. 618 and 765.

[26] Dkt Nos. 2145, 2302, 2444, 2589.

nor his counsel has had contact with the expert who led the consulting team at Ankura, Thomas Vasquez, since the trust funding compromise discussions.

Estimation, by contrast, will rely on data that post-dates Ankura's work, including discovery that is yet to be produced (owing in no small part due to the extensive delays brought on by the ACC's conduct). Brattle will prepare an initial expert report, sit for deposition, rebut opposing experts if necessary, and testify at the estimation trial. Those are tasks that Ankura has never been asked to perform and is ill-positioned to undertake given its pre-petition ties to the Debtors and simultaneous engagements in *Garlock*, *Bestwall*, and *DBMP*. In short, there is no overlap; thus, the duplication cases the ACC cites are utterly beside the point.

Even assuming some level of duplication, mass-tort bankruptcies routinely permit the retention of multiple professionals, and the ACC itself has long exploited that latitude. In *Aldrich*, the ACC has hired multiple law firms and professionals with ostensibly duplicative responsibilities: *e.g.,* Caplin & Drysdale and Robinson & Cole to probe pre-petition transactions (Dkt. No. 210), then Winston & Strawn to pursue the very same fraudulent conveyance theories (Dkt No. 212); and Verus for "data processing and analysis" (Dkt. No. 1636), even though LAS had already provided an evaluation of claims data (Dkt. No. 900). And tellingly in *DBMP,* the ACC took great pains to argue, in defense of its retention of Winston & Strawn, that "bankruptcy courts have allowed the retention of multiple firms in complex cases, which often require the expertise of specialized professionals."[27] Having plainly benefitted from the flexibility Section 327 provides, the Committee now seeks to deny it to the FCR – the lone party charged with protecting future victims not yet before the Court. Plus, of course, there is the glaring irony of a

[27] *In re DBMP* LLC, No. 20-30080, Dkt. 231 at 3 (W.D.N.C. 2020) [ACC *Reply Memorandum in Support of its Applications to Employ Caplin & Drysale and Robinson & Cole as Co-Counsel and Winston & Strawn LLP as Special Litigation and International Counsel*].

massive pot calling a tiny kettle black. The ACC and FCR in *Bestwall* and *DBMP*, each with their own set of overlapping experts, both moving in lockstep to repeat the same duplicative arguments for dismissal, delay, or disruption of those cases, have incurred total fees of $361 million, for achieving zero benefit for the claimants themselves. By contrast, the fees of the FCR here total $7.6 million, all spent in progressing, not disrupting these cases. That stark comparison belies any notion that the ACC's alleged newfound cost concern is either honest or legitimate. And it is most certainly not a credible basis for the Court to reverse any of its orders.

D. Brattle is Plainly a "Disinterested Party" Under Section 101(14).

Finally, as a last-ditch argument in support of its Motion, the ACC asserts that Brattle failed to disclose "what work was performed" for the current and former clients identified from the Debtors' Interested Parties list, or to confirm "whether that work was unrelated to the Debtors' estates." Mot. at 13. Brattle's disclosures (through the declaration of its principal David McKnight) satisfy the requirements of Rule 2014, and the Court, having reviewed those disclosures, approved the retention. To dispel all doubt, however, the First Supplemental McKnight Declaration expressly confirms that none of the retentions on behalf of the "Exhibit C Connections" relate to the Debtors or these chapter 11 cases.[28] In any event, as discussed above, the Motion is not truly about Brattle. Had it been, the ACC could have simply requested clarification of Brattle's disinterestedness from the FCR, who would have happily provided it – obviating the need for this Motion entirely.

II. THE FCR WOULD BE UNFAIRLY PREJUDICED BY RECONSIDERATION

This Court has repeatedly made clear that it expects the estimation timetable to stay on track, emphasizing the need for a "more definitive timeline for discovery, including a deadline or

[28] *See Supplemental Declaration of David L. McKnight,* at ¶¶ 8-16.

two," and reiterating that it "expected the [estimation] process to proceed."[29] In keeping with the Estimation CMO, which sets September 15 as the hard deadline for the parties' exchange of initial expert reports, the FCR retained Brattle on June 12, subject to Court approval, so the firm could begin reviewing data and drafting its report without delay.[30]

Simply responding to this frivolous Motion has already diverted the FCR's and Brattle's time and resources from preparing an initial report. The ACC, to further disrupt the process, has even served the FCR with frivolous, vexatious discovery, allegedly seeking information about what restrictions exist on what the FCR's expert can say at estimation despite knowing full well there are none—thereby abusing the discovery process as well. *See* Guy Decl., Ex. C.[31] "The purpose of discovery is to provide a procedure to make relevant information available to parties to a litigation . . . Thus, the spirit of the rule is violated when discovery is used as a tactical weapon rather than to explore a party's claims and the facts connected therewith." *In re Weinberg*, 163 B.R. 681, 684 (Bankr. E.D.N.Y. 1994). Rule 26(g) "imposes an affirmative duty to engage in pretrial discovery in a responsible manner and "is designed to curb discovery abuse by explicitly encouraging the imposition of sanctions . . [it] provides a deterrent to both excessive discovery and evasion by imposing a certification requirement that obliges each attorney to stop and think about the legitimacy of a discovery request." Fed. R. Civ. P. 26(g), Advisory Committee Notes, 1983 Amendment; *see also Crete Carrier Corp. v. Sullivan & Sons, Inc.*, 2022 WL 1203652, at *14 (D. Md. Apr. 21, 2022).

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[29] 3/27/25 Tr. at 7:1-7.

[30] Dkt. No. 2686 at 31-38.

[31] These Requests also seek *all* documents between the FCR and the Debtors regarding "The Estimation Motion," the "PSA and Plan," and "The estimation of Asbestos liabilities." The ACC, sitting on its hands for months, unilaterally shortened the FCR's time to respond from 30 days to 15 days, notwithstanding the plain language of Rule 34 that such time cannot be shortened unless stipulated or modified by the Court – neither of which has occurred.

The ACC cannot expect that its Motion will be granted or believe that its discovery was propounded in good faith, but those do not appear to be the ACC's intentions. Rather, the goal is disruption and delay. Regardless of the outcome, the ACC will have disrupted the FCR and Brattle in preparing a report, which the Court expressly suggested the FCR prepare in accordance with a looming September 15 deadline. The Court will recall how the ACC argued that September was not enough time for them to prepare a report, despite having had their chosen expert, LAS, in place for years.[32]

Thus, even as it decries costs for everyone except itself and those it is aligned with, the ACC is once again unnecessarily driving up expenses, handicapping the FCR's work, and doing nothing to advance the case. But if the Motion were granted, the prejudice to the FCR would be far more severe: he would lose the very expert retained to meet the Court's deadline, making compliance impossible. Because the Estimation CMO's deadlines are firm, and because the FCR would be foreclosed from providing further expert testimony if he does not provide an initial expert report, granting reconsideration would effectively strip future claimants of their voice in the estimation proceeding. The Court must not countenance such bad faith gamesmanship. Thus, the Court should deny the Motion so that Brattle can proceed with its work.

CONCLUSION

In sum, the Motion to Reconsider cannot be reconciled with the plain language of the Estimation CMO, the PSA, nor with the FCR's fiduciary duty to the class of future claimants, and granting the Motion would unfairly prejudice their interests. Thus, the Motion should be denied.

[32] *See* 3/27/25 Tr. 35:11-19 (Ramsey, N.) ("[W]e're at the very beginning . . . It just has taken a long time to get information and it's still going to take another year.").

WHEREFORE, for the reasons stated above, the FCR respectfully requests that this Court deny the Motion to Reconsider and grant such other and further relief as is just and proper, including but not limited to the recovery of fees and costs incurred by all parties in preparing and responding to what is an improper, frivolous, and vexatious motion.

Dated: July 15, 2025
Charlotte, North Carolina

Respectfully submitted,

/s/ A. Cotten Wright

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UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re:	)	**Chapter 11**
ALDRICH PUMP LLC, *et al.*,[1]	)	**Case No. 20-30608**
Debtors.	)	**(Jointly Administered)**

DECLARATION OF JONATHAN P. GUY IN SUPPORT OF THE FUTURE ASBESTOS CLAIMANTS' REPRESENTATIVE'S OBJECTION TO THE ACC'S MOTION TO RECONSIDER THE ORDER AUTHORIZING THE FCR TO RETAIN AND EMPLOY THE BRATTLE GROUP, INC. AS CLAIMS TESTIFYING EXPERT

I, Jonathan P. Guy, state:

1. I am a senior counsel in the law firm of Orrick, Herrington & Sutcliffe LLP ("Orrick"), and authorized to make this declaration on its behalf in support of the *Objection* to the *Motion of the Official Committee of Asbestos Personal Injury Claimants* (the "ACC") to *Reconsider the Order Authorizing Joseph W. Grier, III, the Future Claimants' Representative* (the "FCR"), *to Retain and Employ the Brattle Group, Inc. as Claims Testifying Expert* (the "Motion to Reconsider").

2. On April 3, 2025, the ACC exchanged a redline to the Debtors' proposed Case Management Order, pursuant to the Court's directive at the March 27, 2025 hearing, a true and correct copy of which is attached hereto as **Exhibit A.**

3. On April 7, 2025, Orrick submitted – on the FCR's behalf – a response relating to

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

the proposed orders and the March 27, 2025 hearing, which stated that "if the Court determines that it would be helpful for any reason to see an initial report from an FCR testifying claims expert, we will seek to retain such an expert … and provide one." A true and correct copy of that e-mail is attached hereto as **Exhibit B.**

4. On July 1, 2025, in tandem with filing the Motion to Reconsider, the ACC served discovery requests on the FCR seeking, among other things, all documents and communications exchanged between the FCR and the Debtors regarding (a) the FCR's retention of Brattle; (b) the Estimation Motion; (c) the PSA and Plan; and (d) estimation. A true and correct copy of those requests are attached hereto as **Exhibit C.**

5. On July 8, 2025, the FCR, Debtors, Trane Technologies Company LLC ("New Trane"), Trane U.S. Inc. ("New TUI", and together with New Trane, the "Trane Entities"), entered into Amendment No. 1 to the Plan Support Agreement, a true and correct copy of which is attached hereto as **Exhibit D.**

6. A true and correct copy of a summary chart of professional fees in *Aldrich*, *DBMP*, and *Bestwall* is attached hereto as **Exhibit E**.

******

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Jonathan P. Guy, Senior Counsel
Orrick, Herrington & Sutcliffe LLP

Executed on this 15th day of July, 2025.

Exhibit A

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re ALDRICH PUMP LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 20-30608 (LMJ) (Jointly Administered)

SECOND AMENDED CASE MANAGEMENT ORDER
FOR ESTIMATION OF ASBESTOS CLAIMS

On September 24, 2021, Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), the debtors and debtors in possession in the above-captioned chapter 11 cases (the "Debtors"), filed a motion pursuant to section 502(c) of title 11 of the United States Code (the "Bankruptcy Code"), seeking authorization of an estimation of all asbestos-related personal injury claims against the Debtors that manifested disease prior to the petition date [Dkt. 833] (the "Estimation Motion").

On January 27, 2022, the Court announced that it was granting the Estimation Motion, but expanded the scope of the estimation to cover all asbestos-related personal injury

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

claims against the Debtors, both prepetition and postpetition. The Court entered its formal order confirming the same on April 18, 2022 [Dkt. 1127] (the "Estimation Order").

On June 9, 2022, the Debtors filed their *Motion of the Debtors for an Order Approving the Debtors' Proposed Case Management Order for Estimation* [Dkt. 1205] (the "Debtors' CMO Motion"). Also on June 9, 2022, the Official Committee of Asbestos Claimants (the "ACC") filed its *Motion for Entry of an Order Establishing Case Management Procedures for Estimation* [Dkt. 1207] (the "ACC's CMO Motion" and with the Debtors' CMO Motion, the "Competing CMO Motions").

The Court heard oral argument on the Competing CMO Motions on June 30, 2022, and, on August 2, 2022, the Court entered the *Case Management Order for Estimation of Asbestos Claims* [Dkt. 1302] (the "Initial Estimation CMO"), setting forth the initial schedule and procedures that would apply to the contested estimation proceeding.

On May 18, 2023, the Debtors, along with the ACC, the FCR, Trane U.S. Inc., and Trane Technologies Company LLC submitted the *Agreed Motion to Amend Case Management Order for Estimation of Asbestos Claims* [Dkt. 1766] (the "Motion to Amend the Initial Estimation CMO").

On June 12, 2023, the Court granted the Motion to Amend the Initial Estimation CMO, entering the *First Amended Case Management Order for Estimation of Asbestos Claims* [Dkt. 1804].

On April 25, 2024, the Court entered the *Order Suspending the Deadlines Established by the Agreed Case Management Order for Estimation of the Debtors' Current and Future Mesothelioma Claims* [Dkt. 2229].

On January 29, 2025, the Debtors, the ACC and the FCR reached agreement on the *Agreement Regarding Debtors' Initial Collection and Production of Documents Responsive to the Official Committee of Asbestos Personal Injury Claimants' First Set of Document Requests to the Debtors in the Estimation Proceeding* (the "Claims File Protocol").

On March 6, 2025, the Debtors filed the *Debtors' Motion to Amend Case Management Order for Estimation of Asbestos Claims* [Dkt. 2562] (the "Motion to Amend CMO"). On March 20, 2025, the ACC filed *The Official Committee of Asbestos Personal Injury Claimants' Objection to the Debtors' Motion to Amend Case Management Order for Estimation of Asbestos Claims* [Dkt. 2595] (the "ACC Objection").

The Court heard oral argument on the Motion to Amend CMO and the ACC Objection on March 27, 2025 (the "March 27 Hearing").

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. For the reasons set forth on the record at the March 27 Hearing, the Motion to Amend CMO is granted as set forth herein.

2. The deadline for the production of all documents pursuant to the Claims File Protocol is March 27, 2026 (the "Claims Files Production Deadline").

3. The Debtors and ACC shall ~~exchange and submit to the Court their~~provide initial expert reports ~~setting forth their estimate of~~estimating the Debtors' liability for current and future mesothelioma claims, plus the application of a "gross-up" for non-mesothelioma claims (each, an "Initial Expert Report") to the Mediators[2] on or before September 15, 2025. ~~Any~~The Mediators will, in turn, provide copies of the submitted Initial Expert Reports to each opposing

[2] As defined in the *Order Establishing Mediation Protocol*, Dkt. No. 1608, ¶ A.

party ~~that produces~~whose expert submitted an Initial Expert Report ~~shall have the opportunity to supplement that report~~on September 15, 2025. For the avoidance of doubt, the Initial Expert Reports are Mediation Communications[3] and, as such, may not be disclosed to any non-party to the Mediation, including to this Court. Initial Expert Reports may be modified (each, a "~~Supplemental~~Final Expert Report") to take into account (i) new facts concerning the Debtor's settlement history discovered or developed after ~~the date of this Order.~~September 15, 2025, (ii) other factual developments, or (iii) legal developments. The due date for any ~~Supplemental~~Final Expert Report shall be determined in conjunction with the scheduling set forth in Paragraph ~~6~~10 below. ~~-~~Nothing in this paragraph shall limit a party from retaining additional experts to opine on estimation-related liabilities or values; provided that, any initial expert reports, supplemental reports, or rebuttal reports for such experts will be scheduled as set forth in Paragraph 10 below. For the avoidance of doubt, to the extent the FCR, Trane U.S. Inc, and Trane Technologies Company LLC, do not provide Initial Expert Reports, they shall be foreclosed from presenting expert evidence in connection with the Estimation Proceeding.[4]

4. The parties shall meet and confer on or before December 9, 2025 to resolve any outstanding issues relating to claims files discovery, including issues relating to the collection or production of responsive documents. Any issues that remain outstanding after such meet and confer efforts shall be raised before the Court at the Omnibus Hearing to be scheduled for January 2026.

5. The Debtors shall respond to the ACC's Interrogatory #1 and Document Request #1, previously served on September 1, 2022, on or before June 26, 2026 (the

[3] As defined in the *Order Establishing Mediation Protocol*, Dkt. No. 1608, ¶ D.a.

[4] *Case Management Order for Estimation of Asbestos Claims*, Dkt. No. 1302, at 2.

"Interrogatory Response Deadline"). The Debtors shall have the right to supplement their responses to the ACC's Interrogatory #1 and Document Request #1 until the Written Discovery Deadline (defined below). For any claims identified in the last 90 days before the Written Discovery Deadline, the ACC shall be given an additional 90 days after such disclosure to seek Written Discovery as it relates to those newly disclosed claims. All Written Discovery shall be served such that the response time for said Discovery expires no later than the Written Discovery Deadline.

6. The parties shall meet and confer after the Interrogatory Response Deadline to negotiate a deadline for the completion of the remaining written discovery (the "Written Discovery Deadline").

7. The parties shall serve preliminary disclosures of the identities of fact witnesses they plan to call in their cases-in-chief no later than 90 days before the Written Discovery Deadline. The parties shall serve preliminary disclosures of the subjects of expert testimony and fields of expertise (but not the experts' identities), separate from those identified in Paragraph 3 above, for their respective cases-in-chief no later than 90 days before the Written Discovery Deadline. A separate schedule for complete disclosures of experts pursuant to Rule 26(a)(2) (other than those referred to in Paragraph 3 above) will be entered at a later time.

8. Any Motion to compel or other motions directed at compliance with Written Discovery must be served no later than 60 days after the Written Discovery Deadline.

9. To the extent any motions directed at compliance with Written Discovery remain pending or to the extent any additional responses to Written Discovery resulting from orders of this Court remain outstanding after the Written Discovery Deadline, this Court will

extend the relevant deadlines solely for compliance with the outstanding Written Discovery to which the motions are directed.

10. A schedule for fact witness depositions and associated productions, expert witness depositions and associated productions, ~~Supplemental~~Final Expert Reports, Rebuttal Expert Reports, and the estimation trial and related pretrial activities will be set by the Court after the Written Discovery Deadline.

11. Upon a showing of good cause by any party, after notice and hearing, the Court may alter or extend any of the deadlines specified herein.

12. Unless otherwise amended herein, all other provisions of the Initial Estimation CMO remain valid and in full force.

13. This Court shall retain jurisdiction to hear and determine all matters involving 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

Exhibit B

From: Guy, Jonathan P.
Sent: Monday, April 7, 2025 6:04 PM
To: eric_connon@ncmb.uscourts.gov
Cc: Morgan R. Hirst; nramsey@rc.com; Katherine M. Fix; Brad B. Erens; Clare M. Maisano; Jack Miller; James Wehner; NMiller@capdale.com; Matthew Tomsic; Todd Phillips; Michael Evert C. Jr.; Felder, Debra L.; Carnie, Daniel; Caitlin K. Cahow; Amanda P. Johnson; cwright; Glenn C. Thompson; Rob Cox; Mark A. Cody; jgrier; Rosenberg, Mike
Subject: RE: In re Aldrich Pump, LLC, 20-30608

Hello Mr. Connon, below is the FCR's response relating to the proposed orders and the March 27th hearing. Thank you and the Court for your time and consideration. For our part we don't believe further argument/hearing is needed but, of course, fully defer to the Court as how best to proceed. We will be available at any time for the Court's convenience if the Court has questions or concerns.

Your Honor,

The FCR apologizes for having to take up the Court's valuable time yet again. The discussion below is rendered necessary because the ACC's proposed order raises new issues (the ACC's initial expert report should be kept secret from the Court and any party that doesn't submit an initial valuation report in August will be forever barred from using a testifying expert in the future to assist the Court on any subject), plus they challenge an issue that the Court previously addressed (supplemental valuation reports must be based on new information).

These bankruptcy cases are stalled, with no compensation to dying asbestos victims in their lifetimes. This is despite hundreds of millions of dollars in professional fees over the last five years, a fully confirmable plan on file, and the commitment by the Debtors to pay all asbestos claims in full, backed by a funded, court-approved QSF. One small group is blocking prompt payment to asbestos victims: the plaintiff law firms that control the ACC. From the outset, they have pushed for dismissal and rejected all negotiation efforts. The law firms freely admit that their goal is to prevent this Court, through any means, from making *Garlock*-like factual findings that certain firms continued to suppress exposure evidence. *See* Jan. 26, 2023, Hr'g Tr., at 38:25; 39:1-10 (ACC counsel noting they want to avoid "some very critical determinations about the . . . way that the plaintiffs and the tort lawyers behaved in the tort system … And that is a responsibility that we bear, . . . to not let that happen again on our watch"); Mar. 27, 2025 H'rg. Tr. at 38:15-18, *Aldrich,* Dkt. 2622 (Bankr. W.D.N.C. Apr. 1, 2025) ("March H'rg Tr."") (ACC counsel noting that "[t]he risk is that, like Judge Hodges in *Garlock*, the, the Court is presented with and asked to make findings of, essentially, some sort of wrongdoing, some sort of misconduct. That's . . . what we are in a position of trying to avoid"). The law firms' secondary motivation—perceived potential greater recovery for individual clients in the tort system—is no less problematic, as the Fourth Circuit has correctly noted. *In re Bestwall LLC*, 71 F.4th 168, 183-84 (4th Cir. 2023). A direct parallel to what is happening here would be if an unsecured creditors' committee in a regular chapter 11 were to refuse to engage on full pay plan of reorganization solely to protect certain individual law firms with new clients on the committee from adverse findings being made against them for their alleged bad acts before the bankruptcy for entirely different past, fully paid clients. The FCR takes no position on whether any evidence suppression continued but submits that the conflict of interest that presents is plain to see. The members of all creditors' committees owe a duty to the class, not themselves and certainly not their lawyers. The analysis is no different because this is an asbestos bankruptcy case. The FCR respectfully asks that the Court consider any action/argument by the ACC in this light, including the current request to revisit the Court's ruling: does it advance the interests of valid claimants in receiving prompt and full payment or is it yet another invitation for delay?

Why the Debtors' and ACC's initial reports should be provided to the Court

Turning now to the first new issue, whether the Court should continue to be kept in the dark by the ACC as to what its claims expert, Legal Analysis Systems ("LAS"), has determined to be a reasonable estimate of the Debtors' asbestos liabilities. The ACC had opportunity to brief and argue this before but chose not to do so. For that reason alone, the Court may dismiss it. Furthermore, as the Debtors and the FCR did argue, the primary reason for the Debtors' request for an initial expert report from the ACC is that in nearly five years of litigation, despite LAS having apparently prepared multiple liability estimates, the ACC has not shared those estimates with the Court, the Debtors, or the FCR, in any context, at any time. It is no answer for the ACC law firms to say: "we won't tell you what we think the liabilities are because we believe the Court was wrong when it rejected our various efforts to dismiss these cases." That is magical thinking.

ACC counsel intimated to the Court at the last hearing that LAS did, in fact, provide its estimates during a mediation which this Court ordered on February 3, 2023, over the ACC's staunch opposition. *See* March H'rg Tr. at 32:4-11 (ACC counsel Ms. Ramsey noting "I cannot talk about anything that occurred, obviously, during mediation, but it is, strains credulity [sic] to not think that there wouldn't have been discussion about how the parties were seeing values of cases"). We assume that ACC counsel was inadvertently confused with another asbestos bankruptcy case. But turning that intimation on its head: is it credible to believe that any mediator, however accomplished, could achieve a financial settlement without knowing one side's number? It is to be remembered that despite repeated invitations the ACC law firms refused to join in the Debtors and FCR settlement discussions early in the case. The FCR and his counsel did attend one in-person meeting with the Debtors, the ACC, and the mediator on July 25, 2023, in Washington, D.C. No further substantive discussions have taken place between all the three parties and the mediator. The FCR will not discuss the substance of the parties' mediation discussions, even if they hadn't been lost to the mists of time. But the proof of the pudding is in the eating: these cases don't have the same happy result that promptly followed mediation in *Paddock*: confirmation of a full pay asbestos plan. Whether the mediation here should now be officially terminated is a matter for the Bankruptcy Administrator and the Court. Given the passage of two years, and where things stand, that may well be appropriate.

The unavoidable truth is that keeping the ACC's number secret from the Court and pinning one's hopes on a mediation that has been essentially moribund for two years will not advance the ball in these cases. A different approach is required to prevent yet more delay. *Cf. In re BMI Oldco Inc.*, Case No. 23-90794, Dkt. 1335 ¶ 5 (Kenneth R. Feinberg, court-appointed mediator in the *BMI Oldco*. case, noting in March 2025 that "[d]espite repeated efforts by the Debtors, the FCR, and the Non-Debtor Affiliates — all of whom actively promoted various settlement terms and conditions designed to advance the Mediation process in an effort to achieve a comprehensive bankruptcy resolution — the [Official Committee of Unsecured Creditors] has not demonstrated its ability or willingness to engage in a similar manner despite repeated ongoing efforts by the Mediator").

It bears asking why are the ACC law firms so determined to keep their valuation estimates a secret from the Court? LAS uses the same settlement estimation methodology in the dozens of successfully resolved asbestos cases, indeed it did so when it prepared its $1-1.2 billion estimate 12 years ago in *Garlock* for similar asbestos liabilities. And as the ACC's application to employ LAS properly asserted, LAS's expertise is needed to "investigate, analyze, and estimate the likely amount of Aggregate Asbestos Liabilities [as] is necessary in order for the [ACC] to participate in the administration of this case, to negotiate a plan, and otherwise discharge its fiduciary duties in connection with the Chapter 11 case." *Aldrich*, Dkt. 900, ¶ 8 (Bankr. W.D.N.C. Nov. 22, 2021). Is it perhaps because LAS' estimate is necessarily lower than his much earlier estimate for *Garlock* and the gap between the parties less than the total professional fees? We are left to speculate because the ACC didn't argue this issue below. Regardless of their reasoning, finally advising the Court and the parties of its estimate, albeit months from now, will undoubtedly provide a positive catalyst to movement, at no prejudice to anyone interested in real progress.

Why the FCR should not be barred from submitting expert testimony in the future.

The second issue, also not argued before, is whether all parties who do not submit an initial expert report in September 2025 will be forever barred from relying on expert testimony on any issue in the future. This after-the-fact, not so subtle tactic plainly targets the FCR, whose independence and focus on class interests is so galling for the ACC. The FCR is the court-appointed fiduciary for the largest creditor constituency, tasked with protecting the interests of exposure-only claimants. A constituency that, as the Supreme Court has recognized, is squarely adverse to currently ill claimants. Indeed, the FCR role was created by Congress for the very reason that, absent robust, independent participation by a fiduciary protecting the interests of exposure-only claimants, due process is not satisfied.

Moreover, the ACC law firms have known what the FCR believes to be reasonable estimate of the Debtors' asbestos liabilities for years. The law firms also know the FCR's consulting claims expert, Ankura, well; the settlement methodology Ankura uses (it is the same or at least very similar to LAS); that Ankura is the *Garlock* Trust's claims expert and is thus intimately knowledgeable about the relevant claimant pool here); that Ankura prepared the Debtors' prepetition estimates for their SEC filings; and that the Debtors and the FCR's experts were part of the settlement discussions that gave rise to the agreed $545 million compromise number. Critically, that number is also public, known to the Court, giving the Court a good measure of the FCR's work on behalf of his constituency. Notably, at no point, in any context, formal or informal, has the ACC ever asked to see any expert report from the FCR. Nor do they need one now to advance the true interests of the class of currently ill claimants.

There is nothing that would be gained from requiring the FCR to create and provide a report to the ACC from a testifying expert at this time. How, for example, would an FCR report buttressing the agreed number inform what the ACC law firms now say is the most important issue, over and above any question of trust funding, namely a new, undefined concern about the scope of jury trial opt-outs. *See* March H'rg. Tr. at 32:12-18 (ACC counsel noting, "the real issue here is . . . an unqualified ability of claimants to opt out of a limited fund pool and pursue their rights . . . in the tort system"). Many of the law firms that control the Aldrich ACC also were involved in the confirmed Garlock, Kaiser and Paddock cases, each solvent, where they accepted standard jury trial opt-outs proposed here. Thus, it remains unclear from the record what the ACC's new-found objection may be. If it is truly the "real issue" preventing progress the ACC can be certain all parties will give it serious consideration. But we know that a FCR report won't have any impact.

The FCR cannot be forever barred from submitting expert testimony on any issue, whether adverse to or in favor of any other party's position. If this issue had been presented in a timely fashion the FCR would have provided a legion of reasons why that is the case. For now, it suffices to say that the FCR and the Debtors have reached agreement on the primary issue between them: plan funding. To the extent that agreement holds, the FCR certainly doesn't envisage submitting testimony from a claims expert that will not assist the Court in any way. But that may change and the FCR should not be foreclosed from using any expert testimony on any issue because he had the temerity to resist dismissal, and push for a fully funded asbestos trust, especially when the Court and the parties all know what he believes is fair and reasonable asbestos funding. It is also somewhat peculiar for the ACC to seek to preclude the FCR from submitting any testimony when it doesn't even know it what that testimony may be. Estimation is still a long way away. For example, the FCR has long made it clear that he disagrees with the Debtors' legal liability model and relied solely on the Debtors' settlement database. Of course, if the Court determines that it would be helpful for it for any reason to see an initial report from an FCR testifying claims expert, we will seek to retain such an expert (there is a very limited pool) and provide one.

The Court previously addressed whether any supplemental ACC report should be based on new information

The last issue is the scope of the right for the ACC to supplement LAS's initial expert report based on only new information. That issue, unlike the others, was argued and the FCR believes it was addressed by the Court when it said at the March 27 hearing: "I understand the concerns, but also, [the scope of any supplement] has to be limited. It has to clearly be tied to new information, you know. So it [] can't be just a sort of a mirage of an expert report." March H'rg. Tr. at 65:25-66:3.

In sum, the FCR respectfully requests that the Court enter the form of the Debtor's proposed order. Outside of the order no longer requiring the expert reports to be filed with the Court, it is substantively identical to the one submitted with the Debtors' motion, briefed, argued by the parties, and most importantly considered by the Court. It is neither timely nor proper for the ACC to insert new issues or argue old ones in the context of finalizing an order that reflects the Court's actual ruling. And, for the reasons discussed above, the new relief sought will mean more delay and distraction, at, yet again, the expense of the best interests of the two classes of claimants.

Kindest regards, Jonathan Guy

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From: Matthew Tomsic <mtomsic@rcdlaw.net>
Sent: Monday, April 7, 2025 4:59 PM
To: eric_connon@ncmb.uscourts.gov
Cc: Hirst, Morgan R. <mhirst@jonesday.com>; 'NRamsey@rc.com' <nramsey@rc.com>; Fix, Katherine M. <KFix@rc.com>; Erens, Brad B. <bberens@JonesDay.com>; Clare M. Maisano <cmmaisano@ewhlaw.com>; Jack Miller <jmiller@rcdlaw.net>; James Wehner <jwehner@capdale.com>; NMiller@Capdale.com; Todd Phillips <tphillips@capdale.com>; C. Michael Evert, Jr. <CMEvert@ewhlaw.com>; Guy, Jonathan P. <jguy@orrick.com>; Felder, Debra L. <dfelder@orrick.com>; Carnie, Daniel <dcarnie@orrick.com>; Cahow, Caitlin K. <ccahow@Jonesday.com>; Johnson, Amanda P. <amandajohnson@jonesday.com>; cwright <cwright@grierlaw.com>; Glenn C. Thompson <gthompson@lawhssm.com>; Rob Cox <rcox@lawhssm.com>; Cody, Mark A. <macody@JonesDay.com>
Subject: In re Aldrich Pump, LLC, 20-30608

[EXTERNAL]

Good afternoon Mr. Connon, please see the below correspondence from the Debtors for Judge James related to the Court's directive following the March 27 omnibus hearing.

Your Honor:

Subsequent to the March 27, 2025 omnibus hearing and consistent with the Court's direction at that time, the parties met and conferred, including the exchange of draft Case Management Orders ("CMOs"), to resolve any remaining differences concerning the form of the second amended case management order for estimation (pursuant to the Debtors' Motion to Amend Case Management Order For Estimation of Asbestos Claims , Dkt.

2562, March 6, 2025 (the "Motion"). Unfortunately, despite the parties' good faith efforts, an agreement on the final form of the amended CMO could not be reached.

Attached are competing draft case management orders. Specifically, the Debtors have submitted a draft of the proposed CMO which is attached and the ACC has submitted a redline against that draft which is also attached. As the ACC's redline demonstrates, the remaining disagreements are solely contained in paragraph 3 of the draft proposed CMO and relate to three issues concerning the submission of "Initial Expert Reports" setting forth the Debtors and ACC's estimate of the Debtors' liability for current and future mesothelioma claims based on the information available at that time: (1) whether the Initial Expert Reports will be provided to the Court; (2) the scope of the right to supplement the Initial Expert Reports in the future; and (3) the submission of Initial Expert Reports as it relates to the FCR, and Trane U.S. Inc, and Trane Technologies Company LLC (the "Non-Debtor Affiliates").

The Debtors believe that its version of the proposed CMO best exemplifies the Court's rulings and comments on March 27. As to the three open issues that relate to the Initial Expert Reports:

1. **Whether the Initial Expert Report will be submitted to the Court:** As to whether the Initial Expert Reports will be provided to the Court, the Debtors agree to the ACC's demand that the Initial Expert Reports should not be filed on the docket and have made that change from the original draft proposed order attached as Exhibit A to the Motion. However, the Debtors do believe it is appropriate for the Court to have access to these Initial Expert Reports and are certainly willing to submit them under seal. During the meet and confer process that took place after the March 27 hearing, the ACC suggested for the first time that the Initial Expert Reports be sent to the Mediators pursuant to the Mediation Order (Dkt 1608), be defined as "Mediation Communications," not be utilized for purpose other than Mediation and not be disclosed to any non-party to the Mediation, including the Court. This was never an argument raised by the ACC in its opposition the Debtors' Motion or at oral argument on that Motion. Thus it is improper to raise this for the first time in the midst of the meet and confer process to determine the form of the order on that Motion. More importantly, the ACC's effort to shield these Initial Expert Reports in mediation privilege completely misses the point of the Debtors' proposal to submit Initial Expert Reports in the first place. The Initial Expert Reports should be utilized for the same purpose as any other expert report submitted in federal litigation - to inform and disclose to the parties the expert opinions on the value of the Debtors' current and future asbestos liabilities and basis thereof, narrow issues and facilitate further discovery. Of course, the positions contained in the Initial Expert Reports may, like any other expert report, have an impact on informing any settlement discussions going forward, but to limit the reports to being mediation submissions significantly, if not entirely, compromises the value of the reports to estimation. Finally, as to any confidentiality concerns, as the Debtors indicated in the Motion, the Debtors agree that confidential information contained in or provided with the Initial Expert Reports would be governed pursuant to terms of the Protective Order in this case (Dkt. 345) and the protections and procedures therein.
2. **The Scope of the Right to Supplement the Initial Expert Reports:** As to the scope of the right to supplement the Initial Expert Reports in the future, the ACC's redline simply reiterates the position they argued on March 27- that the ACC should be able to supplement its report in the future however it wishes, based on any information the ACC chooses, including based on information the ACC has had for many years. The Court already correctly rejected that position when the ACC argued it at the March 27 hearing: "I understand the concerns, but also, [the scope of any supplement] has to be limited. It clearly has to be tied to new information, you know. So it can't be just the mirage of an expert report." 3/27/25 H'rg. Tr. at 65:25-66:3. But a "mirage" of an expert report is exactly what the ACC's proposal permits. The purpose of the Initial Expert Reports is for the Debtors and the ACC to present their respective valuations of the Debtors' current and future asbestos liabilities based on the information available to them

at the time this CMO is entered, with the right to supplement those Initial Expert Reports based on information discovered after the entry of the CMO, and of course the right to rebut the other side's opinions that are disclosed. The Debtors' proposal furthers that purpose. The ACC's proposal would allow for sandbagging- and would permit the parties to submit, as the Court put it, "a mirage" in the guise of an initial expert reports, and save their real expert reports for later, based on whatever information they choose to rely on. That makes no sense, eliminates the value of the Initial Expert Reports, and is not at all consistent with what the Court ordered on March 27 or what the Debtors requested in their Motion.

3. **Whether the FCR and Non-Debtor Affiliates Must Submit an Initial Expert Report on Estimation Valuation:** Finally, the ACC's redline to the proposed CMO includes language in the last sentence of Paragraph 3 that "For the avoidance of doubt, to the extent the FCR, Trane U.S. Inc, and Trane Technologies Company LLC, do not provide Initial Expert Reports, they shall be foreclosed from presenting expert evidence in connection with the Estimation Proceeding." The Debtors do not believe this language is appropriate. The point of the Debtors' Motion seeking the submission of Initial Expert Reports was to exchange the initial estimation valuations of the two opposing parties to this estimation- the Debtors and the ACC. The FCR and Non-Debtor Affiliates are all supporters of the Debtors' proposed plan. While they are parties to the Estimation, none of those parties have served any discovery in this estimation proceeding. Requiring those parties to submit Initial Expert Reports does not further the point of those reports. In addition, the Initial Expert Reports proposed by the Debtors in the Motion relate solely to the valuation of current and future asbestos claims. There are many other experts relevant to estimation that will likely be called at an estimation trial, such as medical and scientific experts, experts on the tort system, etc. These and other witnesses will offer opinions relevant to the Court's assessment and evaluation of the asbestos claims asserted against the Debtors, but will not model and opine on a precise valuation of those claims. No party is submitting an initial expert report from experts of this type, but the ACC's language (perhaps inadvertently) also would prohibit this expert testimony from such parties, which is clearly inappropriate.

The Debtors once again thank the Court for its time and attention to this matter and are of course available at any time to discuss these issues further.

Best,
Matt

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Exhibit C

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re: ALDRICH PUMP LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 20-30608 (JCW)

THE OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS' FIRST SET OF DOCUMENT REQUESTS DIRECTED TO THE FUTURE CLAIMANTS' REPRESENTATIVE PURSUANT TO BANKRUPTCY RULES 7026, 7034, AND 9014

Pursuant to Federal Rules of Civil Procedure (the "**Civil Rules**") 26 and 34, made applicable to this contested matter pursuant to Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") 7026, 7034, and 9014, the Official Committee of Asbestos Personal Injury Claimants (the "**Committee**") by and through its undersigned counsel, hereby propounds the *Official Committee of Asbestos Personal Injury Claimants' First Set of Document Requests Directed to the Future Claimants' Representative Pursuant to Bankruptcy Rules 7026, 7034 and 9014* in the above-captioned debtors' bankruptcy cases.

Joseph W. Grier, III, the Future Claimants' Representative ("**FCR**") is directed to respond under oath to the below document requests (the "**Document Requests**" or "**Discovery Requests**") and serve a copy of his responses, and any responsive documents, so as to be received by counsel for the Committee's Representatives: (i) Davis Lee Wright, Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801; and (ii) Todd E. Phillips, Caplin & Drysdale, 1200 New Hampshire Avenue NW, 8th Floor, Washington, DC 20036 by electronic

[1] 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.

means on an expedited and rolling basis and in any event no later than 5:00 p.m. prevailing Eastern Time on July 15, 2025.

These Discovery Requests shall be provided in accordance with the instructions and definitions set forth below. These Discovery Requests shall be deemed continuing so as to require immediate supplemental responses if the FCR or his attorneys or other representatives obtain other or further information or responsive Documents.

DEFINITIONS

The following definitions shall apply throughout these Discovery Requests:

1. "**Aldrich**" shall mean Aldrich Pump LLC and its affiliates and affiliated divisions and subdivisions, whether or not bearing the name "Aldrich", and any and all predecessor companies, including Old IRNJ, and successor entities, divisions and subdivisions and shall include its agents, employees, officers, directors, representatives, and other Persons (as defined herein) that are subject to their control or acting on their behalf.

2. "**American Standard**" shall mean the historical American Standard, Inc. that merged with Murray in 1984.

3. "**Ankura**" shall mean Ankura Consulting Group, LLC.

4. "**Any**", whether capitalized or not, is used inclusively to mean either or both of "any" and "all."

5. "**Asbestos**" shall include all asbestos or asbestiform minerals of either the amphibole or serpentine group, including without limitation chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.

6. "**Bankruptcy Code**" refers to title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

7. "**Brattle**" shall mean The Brattle Group, Inc.

8. "**Brattle Application**" shall mean 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].

9. "**Communication**" or "**Communications**" include, without limitation, any oral communication, whether transmitted in meetings, by telephone, telegraph, telex, cable, tape recordings, voicemail or otherwise, and all written communications, including communications by e-mail or other Internet-based or electronic communications system.

10. "**Concerning**," "**related to**," "**relating to**," "**refer to**," and "**referring to**," in each case, whether capitalized or not, shall mean recording, summarizing, digesting, referencing, commenting on, describing, evidencing, reporting, listing, analyzing, studying, or otherwise discussing or mentioning in any way a subject matter identified in the Discovery Requests.

11. "**Correspondence**" shall mean any Document (as defined herein) that either constitutes a Communication between two or more entities or Persons (as defined herein), or that records, memorializes, or reflects such communication, whether made directly to the author of the Document or otherwise.

12. "**Debtors**" shall mean Aldrich and Murray and shall include Aldrich and Murray's agents, employees, officers, directors, representatives, and other Persons (as defined herein) that are subject to its control or acting on their behalf.

13. "**Discovery Requests**" shall mean, collectively, as well as individually, as applicable, the Document Requests, each as set forth herein.

14. "**Document**" or "**Documents**" shall mean all materials within the scope of Civil Rule 34, including, without limitation, all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such

copies or otherwise (including without limitation e-mail and attachments, text messages, app-based communications such as WhatsApp, correspondence, memoranda, notes, records, diaries, , statistics, letters, telegrams, minutes, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings, printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes, and amendments of any of the foregoing), graphic or aural representations of any kind (including without limitation photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical, or electronic records or representations of any kind (including without limitation computer files and programs, tapes, cassettes, discs, recordings, and metadata). A Document is in the "**possession, custody, or control**" of the FCR if the FCR has the legal right to obtain the Document, regardless of its source or present location.

15. "**ESI**" shall mean electronically stored information.

16. "**Estimation Motion**" shall mean the *Motion of the Debtors for Estimation of Prepetition Asbestos Claims* filed on September 24, 2021 [Dkt. No. 833].

17. "**Future Claimants**" shall have the meaning ascribed to that term in the *Order Appointing Joseph W. Grier, III as Legal Representative for Future Asbestos Claimants* [Dkt. No. 389], namely persons who may, subsequent to confirmation of a plan of reorganization for the Debtors, hold claims against one or both of the Debtors based on, arising out of, or related to asbestos-related injury, disease, or death that has not manifested, become evident, or been diagnosed as of the date an order is entered confirming such a plan of reorganization in these cases by both the bankruptcy court and a district court.

18. "**Identify**," whether capitalized or not, shall mean: (a) when used with reference to a Document, to "Identify" means to provide the following information: (i) to state the type of Document (e.g., letter, agreement, memoranda, etc.); the date of the Document; its general subject matter; and the total number of pages thereof; (ii) to give the name and address of each person who authored or created the Document, the name and address of each person, if any, to whom the Document was addressed, and the names and addresses of all persons to whom copies of the Document were to be or have been sent, and the firm or firms with which all such persons were associated at the time the Document was prepared or sent; and (iii) to state whether the original is within your possession, custody, or control, and to identify each person in possession of the Document or a copy thereof; (b) when used with reference to a person or entity, to "Identify" means to provide the following information: with respect to an individual, state the name, present address (or, if unknown, the last known address), employer, title, and exact duties and responsibilities of such individual; and (ii) with respect to any sole proprietorship, corporation, partnership, trust, association, joint venture, and all other incorporated or unincorporated governmental, public, social, or legal entities, to state the name of the organization and the address of its principal office; (c) when used as reference to an Asbestos PI Claim, "Identify" means to provide the following information: (i) the name and style of the action (for example, John Doe v. CertainTeed LLC); (ii) the name of the court in which the Asbestos PI Claim was filed (for example, the Superior Court for the State of Delaware); (iii) the docket number of the Asbestos PI Claim; (iv) the name and social security number of each plaintiff in the Asbestos PI Claim; and (v) for each plaintiff, the Reference I.D. number associated therewith.

19. "**Including**" or "**includes**", in each case, whether capitalized or not, shall mean "including without limitation."

20. "**Internal**," whether capitalized or not, when used to describe Documents or Communications, shall mean Documents and Communications between or among employees, agents, or other persons representing or acting on behalf of the subject entity.

21. "**Murray**" shall mean Murray Boiler LLC and all affiliates and affiliated divisions and subdivisions, whether or not bearing the name "Murray" and any and all predecessor companies, including Old Trane, and successor entities, divisions and subdivisions, and shall include its agents, employees, officers, directors, representatives, and other Persons that are subject to their control or acting on their behalf.

22. "**Non-Debtor Affiliates**" shall mean each of Trane U.S. Inc., a Delaware corporation and Trane Technologies Company LLC, a Delaware limited liability company.

23. "**Old IRNJ**" shall mean the entity which was the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation).

24. "**Old Trane**" shall mean the entity which was the former Trane U.S. Inc.

25. "**Or**," whether capitalized or not, is used inclusively, so as to bring within the scope of a request the greatest number of documents responsive to the terms of the Document Requests.

26. "**Person,**" "**person,**" and "**persons**", in each case, whether capitalized or not, shall refer without limitation in the plural as well as singular, to all types of corporate and natural persons, as well as all types of partnerships, incorporated and unincorporated associations, limited liability companies, firms, joint ventures, trade names, sole proprietorships, or other business organizations, unless the context otherwise indicates.

27. "**Petition Date**" shall mean June 18, 2020.

28. "**Plan**" shall mean the *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. No. 831].

29. "**Possession, custody, or control**" shall have the meaning set forth in definition for "Documents." *See* Definitions, ¶ 14.

30. "**PSA**" shall mean the *Plan Support Agreement* [Dkt. No. 832].

31. "**Regarding**" whether capitalized or not, means concerning, referring to, relating to, evidencing, explaining, constituting, or comprising.

32. "**You**" or "**your**" shall mean the Future Claimants' Representative and shall include its counsel, agents, employees, officers, directors, representatives, and other Persons that are subject to its control or acting on its behalf.

INSTRUCTIONS

1. Each Discovery Request set forth herein refers to all Documents and property in Your possession, custody, or control, as well as Documents and property in the possession, custody, or control of Your representatives, agents, servants, employees, experts, investigators, consultants, counsel or anyone acting on Your behalf.

2. Each Discovery Request is to be produced or answered separately and as completely as possible. The fact that investigation is continuing or that discovery is not complete shall not be used as an excuse for failing to produce or answer as fully as possible.

3. To the extent that You assert that any Discovery Request is privileged, in whole or in part, or otherwise immune from discovery, You shall provide information describing the nature of the Documents sufficient to enable the Committee to assess the claim, as specified in the Discovery Plan.

4. If You claim that any Document existed, but is no longer, in existence, in Your possession, or subject to Your control, You shall state whether it:

(a) is missing or lost;

(b) has been destroyed;

(c) has been transferred, voluntarily or involuntarily to others; or

(d) has otherwise been disposed of.

In each instance, You shall set forth the contents of the Document, the location of any copies of the Document, and describe the circumstances surrounding its disposition, stating the date of its disposition, any authorization therefore, the person or persons responsible for such disposition, and the policy, rule, order or other authority by which such disposition was made.

5. If You object to any Discovery Request or subpart thereof, all grounds for an objection to that Discovery Request shall be stated with specificity. You shall answer all parts of the Discovery Request to which Your objection does not apply.

6. If You, in good faith, qualify an answer or deny only a part of a matter, Your answer should specify the part admitted and qualify or deny the rest.

7. If no Document responsive to a Discovery Request exists, You shall so state in response to that Discovery Request.

8. For any Document(s) or item(s) that are responsive to more than one Discovery Request, the Document(s) or item(s) should be produced in response to the Discovery Request that contains the more specific description thereof.

9. Some of the Discovery Requests call for a category of Documents "including without limitation" or "including, but not limited to" a designated subcategory of Documents. The specified subcategory shall not be construed to restrict the generality of that Discovery Request. You must produce all Documents responsive to the general category identified in the Discovery

Request, even if You think that the subcategory does not fall within the scope of the general category. And You must produce all Documents responsive to the identified subcategories, even if You think that they do not fall within the scope of the general category.

10. You must produce all non-identical copies of Documents, including drafts and copies upon which notations or additional writings have been made.

11. All Documents shall be produced in the file folder, envelope or other container in which the Documents were kept or maintained. If for any reason the container cannot be produced, copies of all labels or other identifying marks shall be produced. For each Document or group of Documents produced in hardcopy, as opposed to electronic format, identify the custodian of such Documents.

12. If e-mail or other Documents stored electronically have been deleted from a computer, but are still retrievable in some form, all such responsive Documents should be retrieved and produced, either in hard copy or a readily readable electronically recorded form.

13. Documents not otherwise responsive to these requests shall be produced if the Documents concern, are attached to, are attaching Documents, or are otherwise in a group containing Documents that are called for by these requests, including but not limited to chains of e-mails where requested Documents have been produced.

14. If in answering a Discovery Request, You claim ambiguity in either the Discovery Request or a definition or instruction applicable thereto, identify in Your response the language You consider ambiguous and state the interpretation You are using in responding.

15. As used herein, the present tense includes the past tense, and the past tense includes the present tense.

16. As used herein, the singular includes the plural, and the plural includes the singular.

17. These Document Requests shall be deemed continuing and You shall promptly supply, by way of supplemental answers or responses, any and all information or Documents that may become known that are additionally responsive or necessary to maintain the accuracy of answers.

REQUESTS FOR PRODUCTION

1. All Documents and Communications exchanged between You, on the one hand, and the Debtors and/or either or both of the Non-Debtor Affiliates, on the other, regarding:

   a. Your retention of Brattle;

   b. The Estimation Motion;

   c. The PSA and Plan; and

   d. The estimation of Asbestos liabilities.

2. All Documents and Communications regarding Your statements at the March 27 and April 15, 2025 hearings that You would not submit an expert report unless the PSA was terminated.

3. All Documents and Communications regarding Your statement in paragraph 11 of the Brattle Retention Application 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."

4. All Documents You may rely upon at the hearing on the Brattle Retention Application.

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Dated: July 1, 2025
Charlotte, North Carolina

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Counsel to the Official Committee of Asbestos Personal Injury Claimants

Exhibit D

AMENDMENT NO. 1 TO
PLAN SUPPORT AGREEMENT

This Amendment No. 1 to Plan Support Agreement, dated as of July 8, 2025 (this "**Amendment**"), is entered into by and among the following parties (the "**Parties**"):

1. Aldrich Pump LLC ("**Aldrich**") and Murray Boiler LLC ("**Murray**", and together with Aldrich, the "**Debtors**");

2. Trane Technologies Company LLC ("**New Trane**") and Trane U.S. Inc. ("**New TUI**" and together with New Trane, "**Trane Entities**"); and

3. Joseph W. Grier, III, as Legal Representative for Future Asbestos Claimants (the "**Future Claimants' Representative**").

RECITALS

WHEREAS, on June 18, 2020, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, which are being jointly administered under the caption *In re Aldrich Pump LLC, et al.*, Case No. 20-30608 (Bankr. W.D.N.C. June 18, 2020) (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**");

WHEREAS, on September 24, 2021, the Parties agreed to a Plan Support Agreement (the "**Agreement**") in connection with the Chapter 11 Cases and a plan of reorganization for the Debtors;

WHEREAS, on April 18, 2022, the Bankruptcy Court entered an order (D.I 1127) providing for an estimation of the Debtors' asbestos-related liabilities in the Chapter 11 Cases (the "**Estimation**");

WHEREAS, on April 17, 2025, the Bankruptcy Court entered an order (D.I 2656) providing that certain Parties, as well as the official committee of asbestos claimants in the Chapter 11 Cases (the "**ACC**"), submit certain initial expert reports in connection with the Estimation by September 15, 2025;

WHEREAS, on June 13, 2025, the Future Claimants' Representative filed an application (D.I 2687) to retain the Brattle Group, Inc. ("**Brattle**") to submit an initial expert report on behalf of him by such deadline, and, on June 17, 2025, the Bankruptcy Court entered an *ex parte* order (D.I 2687) approving such application;

WHEREAS, on July 1, 2025, the ACC filed a motion to reconsider the Bankruptcy Court's order approving the Brattle Application (D.I. 2694, the "**Motion**"), asserting, among other things, that the Bankruptcy Court should not allow the retention of Brattle because the ACC asserts that

the Agreement "requires any expert that he [the Future Claims' Representative] retains to simply parrot the Debtors' own estimate". Motion, ¶ 1.

WHEREAS, the Parties assert that the ACC is wrong in its interpretation of the Agreement, but, nonetheless, in order to clarify the issue, the Parties are entering into this Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

Section 1. Notwithstanding anything in the Agreement to the contrary, the Future Claimants' Representative shall be entitled to take whatever positions he believes appropriate in connection with the Estimation.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

[Remainder of page intentionally left blank]

TRANE ENTITIES

Trane Technologies Company LLC

By: _____

Name: Evan Turtz

Title: Senior Vice President, General Counsel and Secretary

Date: 07/08/2025

TRANE ENTITIES

Trane U.S. Inc.

By: _____
Name: Evan Turtz
Title: Vice President and Secretary

Date: 07/08/2025

[Remainder of page intentionally left blank]

□

NAI-1516900204

DEBTORS

Aldrich Pump LLC

By:
Name: Allan Tananbaum
Title: Chief Legal Officer

Date: 7 July 2025

□

DEBTORS

Murray Boiler LLC

By:
Name: Allan Tananbaum
Title: Chief Legal Officer

Date: 7 July 2025

□

TRANE ENTITIES

Trane Technologies Company LLC

By:
Name: Evan Turtz
Title: Senior Vice President and
General Counsel

Date:

□

FUTURE CLAIMANTS' REPRESENTATIVE

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

Date: 7/15/25

Exhibit E

Summary of ACC and FCR Professional Fees & Expenses

(*updated as of July 13, 2025)*

ACC's Professionals	Role	Aldrich (Petition date: 6/18/2020)	DBMP (Petition date: 1/23/2020)	Bestwall (Petition date: 11/2/2017)
Caplin & Drysdale	Counsel	$15 mm	$13 mm	
Robinson & Cole	Counsel	$13 mm	$14 mm	$69 mm
Winston & Strawn	Special Litigation Counsel	$8 mm	$15 mm	
Gilbert LLP	Insurance Counsel	$3 mm		
Hamilton Stephens Steele & Martin	Local Counsel	$1 mm	$2 mm	$26 mm
FTI Consulting	Financial Advisor	$4 mm	$6 mm	$18 mm
Legal Analysis Systems	Claims Expert	$2 mm	$2 mm	$8 mm
Verus Claims Services	PIQ Data Administrator	$10 mm		
Kazan, et al. (MST counsel)	Special Litigation Counsel			$4 mm
Kellogg, Hansen (special appellate counsel)	Special Appellate Counsel			$100 k
	TOTAL:	**$56 mm**	**$52 mm**	**$125.1 mm**

FCR's Professionals	Role	Aldrich (Petition date: 6/18/2020)	DBMP (Petition date: 1/23/2020)	Bestwall (Petition date: 11/2/2017)
Joe Grier	FCR	$500 k		
Grier Wright Martinez	Local Counsel (Grier)	$100 k		
Orrick	Counsel (Grier)	$5 mm		
Anderson Kill	Insurance Counsel (Grier)	$1 mm		
Ankura Consulting	Claims Expert (Grier/Esserman)	$700 k	$10 mm	$75 mm
TetraRho	Financial Advisor (Grier)	$100 k		
Sandy Esserman	FCR		$1 mm	$13 mm
Young Conaway	Counsel (Esserman)		$14 mm	$57 mm
Alexander Ricks	Local Counsel (Esserman)		$1 mm	$2 mm
Stutzman, Bromberg	Counsel (Esserman)		$1 mm	
	TOTAL:	**$7.4 mm**	**$27 mm**	**$147 mm**

- All amounts rounded to nearest whole number.
- Certain professionals are not up to date on their monthly fee statements and/or interim fee applications and therefore the totals are understated.
- Totals exclude professionals no longer employed in the case and therefore the totals incurred from the petition date are understated. Totals exclude ordinary course professionals.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re	Chapter 11
ALDRICH PUMP LLC, *et al.*,	Case No. 20-30608 (LMJ)
Debtors.	(Jointly Administered)

SUPPLEMENTAL DECLARATION OF DAVID L. MCKNIGHT

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

1. I am a Principal with The Brattle Group, Inc. ("Brattle"), which maintains offices at 7 Times Square, Suite 1700, New York, NY 10036.

2. On June 13, 2025, I submitted a declaration in support of the *Ex Parte Application of Joseph W. Grier, III, the Future Claimants' Representative, for an Order Authorizing the Retention and Employment of the Brattle Group, Inc. as Claims Testifying Expert* [Docket No. 2686, at 7] (the "Original Declaration").

3. I submit this Supplemental Declaration in response to the statement in 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 Estimation Experts* [Docket No. 2694] that Brattle "has not provided any detail on its current and former representation [*sic*][1] of parties in interest to these cases, including whether its representations were entirely unrelated to the Debtors."

4. Except as otherwise indicated in this Declaration, all facts stated in this Declaration are based on personal knowledge, information learned from review of relevant documents, and

[1] Brattle is retained by clients to provide objective, unbiased expert services, not to 'represent' clients.

information supplied by Brattle's professionals. If called upon to testify, I could and would testify on that basis.

The Firm's Connections

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

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

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

8. Based on that search, and to the best of my knowledge, except as set forth in the updated[2] **Exhibit C** attached to this Supplemental Declaration and with the caveats noted in paragraph 7 above, neither I nor Brattle has any connection with the Debtors, their creditors, the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases.

9. None of the retentions on behalf of the Exhibit C Connections are related to the Debtors or these chapter 11 cases.

10. Brattle's connection with Century Indemnity Company arises from engagements on its behalf in connection with the bankruptcies of The Diocese of Camden, NJ, of The Diocese of Buffalo, NY, and of Rite-Aid. Brattle's connection with the other insurance companies noted on updated Exhibit C involve property damage litigation, construction disputes, and labor code issues.

11. Brattle's connection with JPMorgan Chase Bank, N.A. was in connection with expert services related to banking and other financial matters.

12. Brattle's connections with 3M Company, CBS Corporation, Honeywell International Inc., and General Electric Company have been in connection with expert services performed on their behalf in natural resource damages litigation, and from time to time for one of them in connection with other confidential matters that have no relation to the Debtors or these chapter 11 cases.

13. While the details of Brattle's retentions in connection with the other Exhibit C Connections are confidential and protected from disclosure, to reiterate, none are related to the

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[2] Since the date of the Original Declaration, Brattle has learned that one of the companies originally listed as a current client is now a former client.

Debtors or these chapter 11 cases.

14. No current or former client of Brattle listed on the attached Exhibit C has accounted for 1% or more of Brattle's total revenue over the past two (2) years.

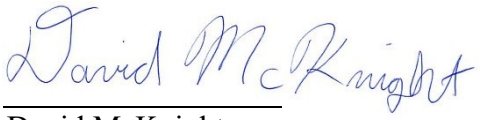
15. Brattle from time to time also performs services adverse to the Exhibit C Connections. One such adverse retention that is public was on behalf of the State of Minnesota in its natural resource damages litigation adverse to 3M regarding PFC groundwater contamination.

16. Accordingly, I believe that Brattle is a "disinterested party" as such term is defined in Bankruptcy Code section 101(14).

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

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

Executed on July 11, 2025.



David McKnight
Principal, The Brattle Group, Inc.

EXHIBIT C - *Updated*

CURRENT CLIENTS *(% of gross revenues, 2023- present*)

Material Insurers
Affiliated FM Insurance Company (*~ 0.20%)*
Allstate Insurance Company (*~ 0.20%)*

Insurers and Their Counsel
Century Indemnity Company (*~ 0.63%)*
Federal Insurance Company (*~ 0.50%)*

FORMER CLIENTS *(% of gross revenues, 2023 – present*)

Significant Co-Defendants in Asbestos-Related Litigation
3M Company (*~ 0.01%)*
CBS Corporation (*~ 0.01%)*
General Electric Company (*~ 0.03%)*
Honeywell International Inc. (moved from Current to Former) (*0.06%*)

Depository and Disbursement Banks
JPMorgan Chase (*~ 0.06%)*

Insurers and Their Counsel
Zurich American Insurance Company (*~ 0.12%)*