

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

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

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**DEBTORS' OBJECTION TO MOTION OF OFFICIAL COMMITTEE OF ASBESTOS  
PERSONAL INJURY CLAIMANTS TO RECONSIDER RETENTION BY FUTURE  
CLAIMANTS' REPRESENTATIVE OF THE BRATTLE GROUP, INC.**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), file this Objection to the motion to reconsider [Dkt. 2694] (the "Motion to Reconsider") filed by the Official Committee of Asbestos Personal Injury Claimants (the "ACC"), which asks this Court to reconsider its *ex parte* order [Dkt. 2687] approving the retention by the Future Claimants' Representative (the "FCR") of the Brattle Group, Inc. ("Brattle") as the FCR's testifying expert in connection with the Court-ordered estimation of the Debtors' asbestos-related claims ("Estimation").

The Motion to Reconsider<sup>2</sup> is as ironic as it is unfounded. On March 6, 2025, the Debtors filed a motion seeking approval of an amended case management order in connection with Estimation [Dkt. 2562] (the "Motion to Amend Estimation CMO"). In that motion, the Debtors sought to have the ACC and the Debtors, as the two main adversaries in Estimation, file

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

<sup>2</sup> To be clear, the Debtors have no objection to Brattle's retention. While the relief requested by the Motion to Reconsider is primarily a dispute between the ACC and the FCR, the Debtors file this Objection because they believe allowing the FCR to retain his expert of choice will ultimately support the goal of Estimation—to promptly determine the Debtors' asbestos liabilities.

initial expert reports in connection with Estimation for a variety of reasons as set forth therein. The ACC objected to the Motion to Amend Estimation CMO and the initial submission of expert reports [Dkt. 2595], but when it became clear that the Court intended to grant such relief, the ACC insisted that the FCR also file an initial expert report if he wanted to be able to preserve the right to submit any expert testimony at the Estimation trial. The FCR indicated in open court that he did not desire to submit an initial expert report, but the Court ultimately approved the ACC's position that he be required to do so to preserve his rights at Estimation. See Second Amended Case Management Order for Estimation of Asbestos Claims [Dkt. 2656] at ¶ 3.

As a result, the FCR has sought out Brattle to provide his initial expert report. Notwithstanding that the ACC has dragged the FCR unwillingly into this process, it now seeks to dictate who the FCR can retain therein. The purported reasons do not withstand even minimal scrutiny. First, the ACC argues that Brattle is an unnecessary expense to the estates because the FCR used, now almost four years ago, the services of Ankura Consulting Group, LLC ("Ankura") to negotiate the Debtor/FCR \$545 million plan of reorganization in these cases. See Motion to Reconsider at ¶ 1. In seeking to dismiss these chapter 11 cases, the ACC vigorously argued that the Debtors are fully solvent and lack any element of financial distress.<sup>3</sup> It is hard to understand, as a result, why the ACC now all of sudden seems concerned about professional fees in the cases, especially since their constituency does not pay those fees. Further, the FCR's professional fees in these cases are a drop in the bucket compared to those of the ACC. As the FCR noted in his response in support of the Motion to Amend Estimation CMO, of the approximately \$135 million in professional fees incurred in the cases at that time, the FCR's

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<sup>3</sup> See, e.g., Motion of the Official Committee of Asbestos Personal Injury Claimants to Dismiss the Debtors' Chapter 11 Cases [Dkt. 1756] at ¶ 41 ("...the Debtors are not in financial distress and face no threat to their economic vitality and ability to fully pay all creditors without disruption.").

professionals had spent approximately \$7 million. See Future Asbestos Claimants' Representative's Response to Debtors' Motion to Amend Case Management Order for Estimation of Asbestos Claims [Dkt. 2597] at 8. By contrast, the ACC's professionals had spent roughly seven times that amount, even though the general consensus among the parties is that, as of the petition date, the FCR represented approximately 80% and the ACC only 20% of the asbestos liability against the Debtors. If there is a professional fee issue in these cases, it is not coming from the FCR. Instead, it is the millions of dollars of fees that have been generated by the endless objections of the ACC, such as the Motion to Reconsider.

As to the Ankura issue, the ACC fails to inform the Court of an important fact. The ACC indicates that it believes that Ankura has billed the estates approximately \$575,000 for estimation-related work since its retention in 2020. See Motion to Reconsider at 9 n. 6. While this amount for a period of more than four years is hardly sufficient to deny the FCR the right to use his chosen expert for purposes of Estimation, the ACC omits that most of the fees that Ankura has incurred in these cases were incurred early in the cases in connection with the Debtors' and FCR's plan negotiations. Of the approximately \$750,000 in total fees Ankura has incurred over four-and-a-half years, approximately \$500,000, or two-thirds, were incurred from the time that Ankura was retained in 2020 through September 2021, when the Debtors filed their plan.<sup>4</sup> Comparatively, in the last two years, Ankura has billed less than \$25,000. Id. Arguments that Ankura is well up the learning curve for Estimation, as a result, seem completely unfounded.

The ACC's next argument fares no better. The ACC argues that Brattle should not be retained because under the Plan Support Agreement between the Debtors and the FCR [Dkt. 832] (the "PSA"), according to the ACC, the FCR's expert in Estimation is required to "parrot the

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<sup>4</sup> A chart summarizing the fees Ankura has submitted via its interim fee applications since its retention in these cases is attached hereto as Exhibit A.

Debtors' own estimate." Motion to Reconsider at ¶ 1. Presumably the logic of the ACC is "if there is nothing for the FCR to do in Estimation, why should the FCR be authorized to retain a new expert?" If that is the case, however, then why did the ACC insist that the FCR be forced to submit an initial expert report here to begin with? But in any case, the ACC's reading of the PSA is contrived. Nowhere does the PSA require the FCR to "parrot" the Debtors' estimate.

Relatedly, the ACC also argues that "the express provisions of the PSA and Plan bar the FCR from advancing an estimation of the asbestos liabilities that is higher than the Plan's proposed trust funding." Motion to Reconsider at ¶ 26. In support of that assertion, the ACC cites section 5.01(a)(iii) of the PSA, although it does not provide the Court with what that section says.

Presumably, that is because that section does not even remotely say what the ACC suggests.

Instead, section 5.01(a)(iii) of the PSA states:

- (a) During the period in which this Agreement remains in effect, the Parties agree to the following, subject to any conditions or qualifications to such commitments as set forth in the Term Sheet, including, without limitation, the condition that consummation of the Supported Restructuring Transactions contemplated herein is subject to participation from the Debtors' insurers satisfactory to the Debtors and the Trane Entities . . .
- (iii) (A) support and use commercially reasonable efforts to complete the Supported Restructuring Transactions and the Chapter 11 Plan; (B) negotiate in good faith all of the Restructuring Documents that are subject to negotiation as of the Agreement Effective Date; (C) use commercially reasonable efforts to execute and deliver any other required agreements to effectuate and consummate the Supported Restructuring Transactions; and (D) support or make commercially reasonable efforts to obtain required regulatory and/or third party approvals for the Supported Restructuring Transactions, if any.

Section 5.01(a)(iii) says nothing about what the FCR can do in Estimation, even though estimation clearly has been contemplated since the inception of these cases.

In any event, to avoid any uncertainty on this issue, the Debtors and the FCR have executed an amendment to the PSA (the "PSA Amendment"), which is attached hereto as Exhibit B. The amendment makes clear that the FCR is entitled to assert whatever position he believes is appropriate in Estimation. See PSA Amendment § 1. As a result, the ACC's position here, to the extent it ever had any substance, now has been mooted. And it should be noted that the PSA amendment is not mere "window dressing." The FCR has made clear from the inception of these cases that it does not support the Debtors' "legal liability" approach to Estimation. Mr. Grier (unsuccessfully) opposed that approach to estimation in the Garlock case, and he has again indicated that he does not support it in these cases.<sup>5</sup> So while the Debtors and the FCR have been fully aligned on a plan of reorganization in these cases for close to four years, they are not fully aligned in Estimation.

So what are the real reasons the ACC is objecting to the retention of Brattle? The Debtors can only speculate, but since the ACC has sought endlessly to delay Estimation, the Motion to Reconsider seems like another delay tactic — requiring the FCR to submit an initial expert report and then attempting to delay the FCR's chosen expert in hopes that it cannot be ready by the initial report deadline of September 15. This type of continual delay towards Estimation from the ACC, however, must end. The ACC-driven "couple of months' delay here, and another couple of months' delay there" game plan has repeated itself numerous times over the last several years, resulting in a multi-year Estimation delay. It is time, instead, **to expedite** this process and move towards an Estimation trial. To that end, the Motion to Reconsider should

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<sup>5</sup> See, e.g., June 30, 2022 Hr'g Tr. [Dkt. 1249] at 32:19-21 (Counsel to FCR: "Your Honor, we're, we're not interested in this [personal injury questionnaire] information to make some legal liability case. We don't agree with that legal liability case."); July 14, 2023 Hr'g Tr. [Dkt. 1888] at 242:4-5, 8 (Counsel to FCR: "[W]e were opposed to the legal liability theory [in Garlock]. . . we don't support that theory.").

be denied so that the FCR can properly prepare for the September 15 initial expert report deadline and to ensure there is no attendant, further, delay to the Estimation process.

*[Remainder of page intentionally left blank]*

Dated: July 15, 2025  
Charlotte, North Carolina

Respectfully submitted,

/s/ Matthew Tomsic

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John R. Miller, Jr. (NC 28689)  
Matthew Tomsic (NC 52431)  
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ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

**Exhibit A**



**Summary of Ankura Consulting Group, LLC Interim Fee Applications  
for December 2020 – June 2025<sup>1</sup>**

<b>Aldrich Dkt. No.</b>	<b>Interim Compensation Period</b>	<b>Compensation Period Total Compensation</b>	<b>Compensation Period Total Expenses</b>	<b>Total Compensation and Expenses Since Petition Date</b>
618	12/3/2020 – 1/31/2021	\$73,554.50	\$0.00	\$73,554.50
765	2/1/2021 – 5/31/2021	\$383,029.50	\$0.00	\$456,584.00
865	6/1/2021 – 9/30/2021	\$38,209.00	\$0.00	\$494,793.00
1010	10/1/2021 – 1/31/2022	\$36,742.00	\$0.00	\$531,535.00
1260	2/1/2022 – 5/31/2022	\$17,495.50	\$0.00	\$549,030.50
1392	6/1/2022 – 9/30/2022	\$11,042.00	\$0.00	\$560,072.50
1633	10/1/2022 – 1/31/2023	\$61,218.50	\$0.00	\$621,291.00
1869	2/1/2023 – 5/31/2023	\$88,249.50	\$0.00	\$709,540.50
1992	6/1/2023 – 9/30/2023	\$11,209.50	\$0.00	\$720,750.00
2145	10/1/2023 – 1/31/2024	\$3,784.00	\$0.00	\$724,534.00
2302	2/1/2024 – 5/31/2024	\$2,613.00	\$0.00	\$727,147.00
2444	6/1/2024 – 9/30/2024	\$5,493.00	\$0.00	\$732,640.00
2589	10/1/2024 – 1/31/2025	\$7,570.00	\$0.00	\$740,210.00
2703	2/1/2025 – 5/31/2025	\$1,476.00	\$0.00	\$741,686.00

<sup>1</sup> This Exhibit A was prepared using data from the interim fee applications filed by Ankura to date in these chapter 11 cases.

**Exhibit B**



**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.

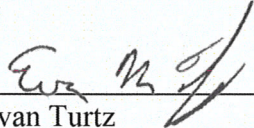
**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first above written.

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TRANE ENTITIES

**Trane Technologies Company LLC**

By:  \_\_\_\_\_

Name: Evan Turtz

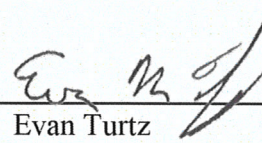
Title: Senior Vice President, General Counsel  
and Secretary

Date: 07/08/2025



TRANE ENTITIES

**Trane U.S. Inc.**

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

Date: 07/08/2025

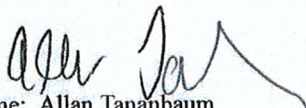


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DEBTORS

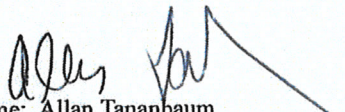
**Aldrich Pump LLC**

By:   
Name: Allan Tananbaum  
Title: Chief Legal Officer  
Date: 7 July 2025

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DEBTORS

**Murray Boiler LLC**

By:   
Name: Allan Tananbaum  
Title: Chief Legal Officer  
Date: 7 July 2025

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TRANE ENTITIES

**Trane Technologies Company LLC**

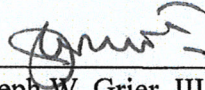
By:  
Name: Evan Turtz  
Title: Senior Vice President and  
General Counsel

Date:

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FUTURE CLAIMANTS' REPRESENTATIVE



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

Date: 7/15/25