

FILED & JUDGMENT ENTERED
Christine F. Winchester
January 16 2026
Clerk, U.S. Bankruptcy Court
Western District of North Carolina



Lena Mansori James
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

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

AMENDED ORDER ESTABLISHING MEDIATION PROTOCOL

This matter coming before the Court upon the Motion for Order Directing Parties to Mandatory Mediation and Establishing Mediation Procedures filed by the Bankruptcy Administrator on July 7, 2022 [ECF No. 1247] (the “Mediation Motion”); the Court having entered the Order Directing Parties to Mediation and Scheduling Further Hearing [ECF No. 1449] (the “Initial Mediation Order”), which contemplated the entry of a further order establishing a mediation protocol; and upon the Motion to Modify Order Establishing Mediation Protocol [ECF No. 2887]; the parties having reached agreement regarding the relief granted herein; IT IS HEREBY ORDERED that:

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.



A. The parties consensually agree on the appointment of Timothy V.P. Gallagher and Eric D. Green as mediators (together, the “Mediators” and each, a “Mediator”), who shall be appointed in accordance with and subject to the terms of this Order.

B. The Mediator is authorized to mediate (the “Mediation”) any and all issues necessary to reach a comprehensive resolution of the Debtors’ liability to present and future asbestos claimants (the “Mediation Issues”), which includes, without limitation, a chapter 11 plan and all matters related to the estimation and plan treatment of personal injury claims against the Debtors’ estates and any subset of any of the foregoing issues. No agreement to settle or resolve any Mediation Issue shall be binding on any Mediation Party unless and until such agreement is in writing and signed by such Mediation Party, and to the extent that any resolution that is reached at the Mediation involves the Debtors or their estates, it shall not be effective until Court approval after notice and opportunity for hearing.

C. The following parties (collectively, the “Mediation Parties”) are directed to participate in good faith in the Mediation: (i) the Debtors,² (ii) the ACC, (iii) the FCR, (iv) Trane Technologies Company LLC and Trane U.S. Inc. (collectively, the “Non-Debtor Affiliates”), and (v) the insurers identified on Exhibit A hereto and any other insurers of the Debtors and/or Non-Debtor Affiliates (collectively, the “Insurers”) that wish to participate in the Mediation. Any reference in this Order to a “Mediation Party” shall include each Mediation Party identified in this paragraph

² Capitalized terms not otherwise defined herein have the meaning ascribed to such terms in the Mediation Motion.

irrespective of whether such party participates in any particular Mediation session. The Mediator, in his or her sole discretion, may determine which Mediation Parties shall attend any particular mediation session (either in person or remotely in the sole discretion of each Mediation Party) and whether decision makers for such Mediation Parties are required to attend. To the extent the Mediator wishes to require the attendance of a Mediation Party at a particular mediation session, the Mediator shall provide reasonable notice of the date of the mediation session and preferred attendance method. The Mediation Parties are responsible for determining which of their representatives will attend any particular mediation session, with the exception that outside counsel for such Mediation Parties (aside from the Insurers) may not be deemed “decision makers.”

D. Confidentiality.

- a. Subject to paragraphs D.d. and F.b, a communication of any type, whether oral or written, made or provided in connection with the Mediation, including, without limitation, statements, reports, admissions, or proposals given by the Mediator or any Mediation Party (“Mediation Communications”), may not be used by any party for any purpose, including impeachment, in any arbitral, judicial or other proceeding, including these chapter 11 cases (a “Proceeding”) and may not be disclosed to any non-party to the Mediation, including this Court. The Mediation Communications shall not be subject to discovery and shall be inadmissible in any Proceeding and

also shall be subject to protection under Rule 408 of the Federal Rules of Evidence and any equivalent or comparable state law. Other than as permitted in paragraph G, the Mediator shall neither voluntarily testify nor be required to testify in regard to the Mediation or any Mediation Communications in any Proceeding. If the Mediator receives any legal process seeking to compel such testimony, the Mediator will immediately notify the Mediation Parties and the Court, and the Mediator and/or any Mediation Party may seek appropriate relief with respect thereto.

- b. No stenographic or official written record, transcript, or notes of any discussion during Mediation, shall be kept by any Mediation Party or the Mediator, absent express written agreement by all the Mediation Parties and the Mediator. For the avoidance of doubt, the foregoing shall not prohibit a Mediation Party from taking and maintaining notes of the Mediation for its own use or as otherwise permitted by this Order.
- c. Each Mediation Party, to the extent they are not already bound, shall be bound by the Agreed Protective Order Governing Confidential Information (the "Protective Order") [ECF No. 345] with respect to any information provided or received by it in connection with the Mediation and designated in accordance with paragraph C of the Protective Order. To the extent that any Mediation Party is in

possession of confidential information provided pursuant to the terms and conditions of the Protective Order, the Protective Order shall not prohibit disclosure of such information to the Mediator, nor shall the Protective Order prohibit the Mediator's disclosure (if authorized by the originally-disclosing Mediation Party) of such information to any other Mediation Party bound by the Protective Order. The Mediator shall not be obligated to disclose, and shall not disclose, such confidential information to any party (including the Court) that is not a Mediation Party, and such confidential information shall not be discoverable from the Mediator, nor shall the Mediator be required to testify as to any such confidential information in any Proceeding. Any confidential information disclosed pursuant to this provision shall continue to be governed by the terms and conditions of this Order and the Protective Order.

- d. Information previously disclosed or known to a Mediation Party or otherwise developed by a Mediation Party prior to the Mediation shall not be rendered confidential, inadmissible, or not discoverable solely as a result of its use in the Mediation, and nothing herein shall prevent a Mediation Party from disclosing or otherwise using (I) its own position (independent of what was shared with that Mediation Party in the Mediation), with respect to the treatment of claims or issues, (II) its own documents and work product developed

independently by it without reliance on information shared with such Mediation Party in the Mediation, or (III) documents that were not prepared by another Mediation Party or the Mediator for the purposes of Mediation, in any Proceeding solely because such documents were also used in whole or in part or such issues were discussed during the Mediation.

E. Privilege.

- a. Any Mediation Party may provide documents and/or information to the Mediator that are subject to attorney-client privilege, work product protection, or other privilege or protection (“Protected Information”), provided, however, the producing party must designate such documents and/or information as “Protected Information” subject to the terms of this Order. For the avoidance of doubt, no Mediation Party is required to provide Protected Information to the Mediator.
- b. The production of Protected Information by any Mediation Party or its respective professionals pursuant to this Order shall not waive the attorney-client privilege, the work-product doctrine, or any other privilege, right, or immunity it may be entitled to claim or invoke with respect to such Protected Information. The Mediator shall not provide or disclose any Protected Information to any person, entity, or Mediation Party (including the Court).

- c. Protected Information shall not be discoverable from the Mediator, nor shall the Mediator be required to testify as to any Protected Information in any Proceeding.

F. Insurers.

- a. Nothing provided in this Order shall prohibit or limit the Debtors' or any Non-Debtor Affiliate's right or obligation to share information, including confidential information, with any Insurer if such Insurer agrees to maintain the confidentiality of such information, pursuant to the terms of this Order and, as applicable, the Protective Order.
- b. Nothing provided in this Order or the Protective Order shall prohibit or limit any Insurer's right or obligation to share information with any reinsurer upon request of such reinsurer, or any auditor or regulator upon request of such auditor or regulator if required under any insurance contract, reinsurance contract or applicable regulation and if, at the time of the provision of such information (if not previously provided), such reinsurer, auditor or regulator is informed of the existence of and provided a copy of this Order and, as applicable, the Protective Order. Any such reinsurer, auditor or regulator receiving information protected by this Order or, as applicable, the Protective Order shall be deemed to the fullest extent permitted by law bound to maintain the confidentiality of such information in accordance with this Order or, as applicable, the

Protective Order. For the avoidance of doubt, with respect to an auditor or regulator, the Insurer shall satisfy its obligations in this paragraph if it includes (before sharing information) and continuously maintains a copy of this Order and the Protective Order in the file(s) with information shared with such auditor or regulator.

- c. Nothing contained in this Order or the Protective Order shall in any way operate to, or have the effect of, imposing, impairing, altering, supplementing, changing, expanding, decreasing, prejudicing, or modifying any rights, claims, defenses, or obligations and duties of any Insurer of the Debtors, the Non-Debtor Affiliates, or any of their respective subsidiaries or affiliates under any insurance contract issued to, naming, or providing or purporting to provide coverage to the Debtors, the Non-Debtor Affiliates, or any of their respective subsidiaries or affiliates.

G. Notwithstanding the otherwise operative provisions of this Order, the Mediator may testify in any Proceeding to enforce the terms of any written agreement reached by any of the Mediation Parties resulting from the Mediation wherein the meaning or content of such agreement is put in issue.

H. The Mediator shall determine the schedule and location of the mediation sessions but, subject to the Mediator's availability, such sessions shall begin no later than May 31, 2023, unless extended by further order of the Court.

I. The Mediator may conduct the Mediation as they see fit, establish rules of the Mediation, and consider and take appropriate action with respect to any matters the Mediator deems appropriate to conduct the Mediation, subject to the terms of this Order. The Mediator shall consult with the Mediation Parties regarding all such matters, including the timing, general content, and manner of any submission to the Mediator.

J. The Debtors shall deliver to the Mediator unredacted copies of each Initial Expert Report³ on or before [January 20, 2026].

K. The Debtors are authorized, in connection with the engagement and appointment of the Mediator, to engage the Mediator on the terms of his or her compensation and to enter into an agreement with the Mediator regarding the same that the Debtors determine are appropriate and reasonable. The Mediator is authorized to use support staff from his office for necessary and reasonable assistance at their standard rates. The Debtors are responsible for payment of the Mediator's fees and costs and are authorized and directed to pay the Mediator's undisputed fees within 30 days of receipt of an invoice without further order of this Court.

L. The Mediator is permitted, in his discretion, to speak individually with the Mediation Parties and/or their representatives about the Mediation Issues at any time during the Mediation. Within 14 days after the conclusion of the Mediation, the Mediator shall file a report in compliance with Local Form 17, and shall not otherwise

³ As such term is defined in the Second Amended Case Management Order for Estimation of Asbestos Claims [ECF No. 2656].

communicate with the Court or non-Mediation Parties regarding the Mediation absent consent of all of the Mediation Parties.

M. The entry of this Order shall have no effect on the case deadlines otherwise established by the Case Management Order of Estimation of Asbestos Claims [ECF No. 1302] or other orders of the Court.

N. All rights of the Mediation Parties are preserved and shall not be prejudiced by participation in the Mediation. No Mediation Party is required to submit any dispute or matter to the Mediator before filing a motion or pleading with the Court. The entry of this Order and participation in the Mediation shall not be deemed consent to the jurisdiction of this Court over any Mediation Party for any matter or the Court's ability to enter any final order in any Proceeding. For the avoidance of doubt, nothing herein shall constitute or be deemed to constitute consent by the Insurers to the jurisdiction or authority of this Court over any matter.

O. Nothing in this Order shall affect the requirements for obtaining approval of a plan of reorganization or settlement under the Bankruptcy Code.

P. Any of the terms of this Order may be modified either by (a) a signed writing among all of the Mediation Parties; or (b) further order of the Court after appropriate notice to the other Mediation Parties and opportunity for a hearing. Any agreement of the Mediation Parties to modify any of the terms of this Order shall be documented by a stipulation describing the modifications signed by each of the Mediation Parties and filed with the Court.

Q. This Court retains exclusive jurisdiction over matters arising from or related to the implementation, interpretation, 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 A

Insurance Parties

Century Indemnity Company;
Federal Insurance Company;
Pacific Employers Insurance Company;
Westchester Fire Insurance Company;
ACE American Insurance Company;
ACE Property & Casualty Insurance Company;
Zurich American Insurance Company;
Zurich Insurance Company Ltd.;
Zurich Reinsurance Company Ltd.;
American Guarantee & Liability Insurance Company;
Allianz Underwriters Insurance Company;
Allianz Versicherungs AG;
American Insurance Company;
Chicago Insurance Company;
Fireman's Fund Insurance Company;
Allianz SpA (formerly known as Riunione Adriatica di Sicurta);
Allstate Ins. Co. (as successor to Northbrook Excess & Surplus Ins. Co. (f/k/a Northbrook Ins. Co.));
Hartford Accident and Indemnity Company;
First State Insurance Company;
New England Insurance Company;
Twin City Fire Insurance Company;
Employers Insurance Company of Wausau F/K/A Employers Insurance of Wausau a Mutual Company, F/K/A Employers Mutual Liability Insurance Company of Wisconsin;
Certain Underwriters at Lloyd's, London;
Certain London Market Companies;
Argonaut Northwest Insurance Company;
Catalina Re (as successor to London & Edinburgh General Insurance Company Limited and Excess Insurance Company Limited);
Republic Insurance Company;
AIU Insurance Company; American Home Assurance Company;
AIG Property Casualty Insurance Company, formerly known as Birmingham Fire Insurance Company of Pennsylvania;
Granite State Insurance Company;
Insurance Company of The State Of Pennsylvania;
Landmark Insurance Company;
Lexington Insurance Company;
National Union Fire Insurance Company of Pittsburgh, Pa;
Continental Casualty Company and Continental Insurance Company (in its own

right and as successor to Harbor Insurance Company and as Successor by Merger to the Fidelity & Casualty Company of New York); Government Employees Insurance Company; Accident & Casualty Co.; Accident & Casualty Insurance of Winterthur; Winterthur Swiss Insurance Company; World Auxiliary Insurance Corporation Limited; Yasuda Fire & Marine Insurance Company (UK) Limited; Wellfleet New York Insurance Company (formerly known as Atlanta Insurance Company); The Ocean Marine Insurance Company Limited f/k/a/ Indemnity Marine JT; Columbia Casualty Company; NRG Victory Reinsurance Company Limited f/k/a New London Per Haywood/Gen Re Synd.; TIG Insurance Company, for itself and as successor by merger to Mt. McKinley Insurance Company (formerly known as Gibraltar Casualty Company); Everest Reinsurance Company (formerly known as Prudential Reinsurance Company); Hudson Insurance Company; Evanston Insurance Company, as successor to Associated International Insurance Company; Affiliated FM Insurance Company; Dairyland Insurance Company; Old Republic Insurance Company; The Travelers Indemnity Company; United States Fidelity and Guaranty Company; Travelers Casualty and Surety Company f/k/a The Aetna Casualty and Surety Company; St. Paul Surplus Lines Insurance Company; St. Paul Guardian Insurance Company; St. Paul Fire and Marine Insurance Company; Westport Insurance Corporation; Munich Reinsurance America, Inc.; and RLI Insurance Company.