

**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)

**SEVENTEENTH INTERIM APPLICATION OF K&L GATES LLP FOR
ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND
FOR REIMBURSEMENT OF EXPENSES AS
SPECIAL INSURANCE COUNSEL TO THE DEBTORS
FOR THE PERIOD FROM OCTOBER 1, 2025 THROUGH JANUARY 31, 2026**

Name of Applicant:	K&L Gates LLP
Authorized to Provide Professional Services to:	The above-captioned Debtors and Debtors in Possession
Date of Order Approving Retention:	June 19, 2020 (as of the Petition Date), and amended on August 18, 2020
Petition Date:	June 18, 2020
Period for which compensation and reimbursement are sought:	October 1, 2025 through January 31, 2026
Amount of Compensation sought as actual, reasonable and necessary:	\$229,772.70
Amount of Expense Reimbursement sought as actual, reasonable and necessary:	\$1,383.04
Total Compensation Approved by Interim Fee Order to Date:	\$3,532,616.98
Total Expenses Approved by Interim Fee Order to Date:	\$8,238.72

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.



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Total Allowed Compensation Paid to Date: \$3,532,616.98

Total Allowed Expenses Paid to Date: \$8,238.72

Compensation Already Paid Pursuant to a Monthly Fee Statement But Not Yet Allowed: \$139,289.67

Expenses Already Paid Pursuant to a Monthly Fee Statement But Not Yet Allowed: \$1,383.04

This is a(n): X interim ___ final application

Prior Monthly Fee Statements Submitted:

Date Submitted	Month Covered	Fees	Expenses
December 1, 2025	October 2025	\$109,661.85	\$1,383.04
December 30, 2025	November 2025	\$46,641.15	\$0.00
January 30, 2026	December 2025	\$16,941.60	\$0.00
March 4, 2026	January 2026	\$56,528.10	\$0.00

To date, K&L Gates LLP has not received any objections to any prior monthly fee statements, provided that the objection deadline relating to the *Sixty-Seventh Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period from January 1, 2026 Through January 31, 2026* has not yet passed.

SUMMARY OF HOURS AND COMPENSATION¹

Name	Position - Bar Year	Hourly Billing Rate	Total Hours Billed	Total Compensation
D. F. McGONIGLE	PARTNER (1988)	\$1,275.00	42.7	\$54,442.50
D. F. McGONIGLE	PARTNER (1988)	\$1,200.00	134.9	\$161,880.00
D. F. McGONIGLE	PARTNER (1988)	\$600.00*	10	\$6,000.00
J. C. SAFAR	PARTNER (1997)	\$1,125.00	2.5	\$2,812.50
J. C. SAFAR	PARTNER (1997)	\$1,075.00	12.3	\$13,222.50
M. S. NELSON	PARTNER (1996)	\$950.00	2	\$1,900.00
E. STEELE	PARTNER (2014)	\$900.00	0.8	\$720.00
E. STEELE	PARTNER (2014)	\$765.00	5.0	\$3,825.00
D. ACETO	SENIOR OF COUNSEL (1985)	\$1,050.00	1.5	\$1,575.00
D. ACETO	OF COUNSEL (1985)	\$1,000.00	1.3	\$1,300.00
E. D. FLEURY	COUNSEL (2015)	\$750.00	0.3	\$225.00
E. D. FLEURY	COUNSEL (2015)	\$700.00	0.6	\$420.00
G. DEVNANI	ASSOCIATE (2024)	\$540.00	11.6	\$6,264.00
J. BORTMES	E-DAT SR. ATTY	\$380.00	0.8	\$304.00
C. NERI	PARALEGAL	\$275.00	1.5	\$412.50
TOTAL			227.8	\$255,303.00
TOTAL w/ 10% DISC				\$229,772.70

¹ Certain billing rates were increased in the ordinary course of K&L Gates' business on January 1, 2026. Where applicable, professionals whose rates increased are listed twice in this chart – once with the applicable billing rate in effect for October through December 2025 and once with the new billing rate effective as of January 1, 2026. In addition, consistent with the Interim Compensation Order (as defined herein), time spent traveling without actively working on matters in these Chapter 11 Cases has been billed at 50% of the professional's normal hourly rate. These non-work travel rate adjustments are noted in the chart with an asterisk.

COMPENSATION BY PROJECT CATEGORY

Project Category	Total Hours	Total Fees
Aldrich Asbestos Insurance Advice	116.5	\$121,923.45
Aldrich Chapter 11 Retention & Compensation	14.0	\$10,147.95
Murray Asbestos Insurance Advice	86.9	\$90,165.60
Murray Chapter 11 Retention and Compensation	10.4	\$7,535.70
TOTAL	227.8	\$229,772.70

EXPENSE SUMMARY

Expense Category	Service Provider (if applicable)	Total Expenses
Photocopying, Printing and Scanning Expense (Internal)		\$3.78
Travel - Airfare and Airline fees		\$948.25
Travel - Meals		\$56.42
Travel Expenses (Includes Hotel)		\$334.59
Travel - Parking & Tolls		\$40.00
TOTAL		\$1,383.04

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**SEVENTEENTH INTERIM APPLICATION OF K&L GATES LLP FOR ALLOWANCE
OF COMPENSATION FOR SERVICES RENDERED AND FOR
REIMBURSEMENT OF EXPENSES AS
SPECIAL INSURANCE COUNSEL TO THE DEBTORS FOR
THE PERIOD FROM OCTOBER 1, 2025 THROUGH JANUARY 31, 2026**

K&L Gates LLP, special insurance counsel to the above-captioned debtors and debtors in possession (the "Debtors"), makes its seventeenth interim application for allowance of compensation of \$229,772.70 and reimbursement of expenses of \$1,383.04 for the period from October 1, 2025 through January 31, 2026 (the "Compensation Period") in accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals*, dated July 15, 2020 [Dkt. 171], as amended on January 13, 2026 [Dkt. 3008] (the "Interim Compensation Order"). In support of this Application, K&L Gates LLP respectfully represents as follows:

Overview

1. K&L Gates LLP attorneys and paraprofessionals expended a total of 227.8 hours during the Compensation Period for which compensation is requested.

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.

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

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

4. Attached hereto collectively as part of Exhibit A are K&L Gates LLP's itemized monthly time records for professionals and paraprofessionals performing services for the Debtors during the Compensation Period and K&L Gates LLP's itemized records detailing any expenses incurred on behalf of the Debtors during the Compensation Period.

5. This Application complies with sections 330 and 331 of title 11 of the United States Code (the "Bankruptcy Code"), the Bankruptcy Rules, the Interim Compensation Order, the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the "Compensation Guidelines"), and the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Rules").

Background

6. On June 18, 2020 (the "Petition Date"), the Debtors commenced their reorganization cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases have been consolidated for procedural purposes only and are being administered jointly.

7. On June 18, 2020, the Debtors filed the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ K&L Gates LLP as Special Insurance Counsel as of the Petition Date* [Dkt. 25] (the "Retention Application"), by which the Debtors sought authority to retain and employ K&L Gates LLP as special insurance counsel in the Chapter 11 Cases. On June 19, 2020, the Court entered an order [Dkt. 75] (the "Original Retention Order") authorizing the retention of K&L Gates LLP as the Debtors' special insurance counsel as of the Petition Date.

8. On July 7, 2020, the Court entered an order [Dkt. 147] appointing the official committee of asbestos personal injury claimants (the "Asbestos Committee") in these Chapter 11 Cases.

9. On July 8, 2020, and August 17, 2020, K&L Gates LLP filed its first and second supplemental declarations, respectively, providing additional disclosures related to its role in representation of the predecessor of one of the Debtors and the pre-petition restructuring

involving the Debtors [Dkt. 149 and 256]. In addition, the Debtors and the Asbestos Committee agreed on an amendment to the Original Retention Order to reserve certain rights of the Asbestos Committee. On August 18, 2020, the Court entered the amended retention order agreed upon by the Debtors and the Asbestos Committee [Dkt. 263] (the "K&L Gates Retention Order"), which superseded the Original Retention Order.

10. On November 9, 2020, K&L Gates LLP filed the *First Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from June 18, 2020 Through September 30, 2020* [Dkt. 425] (the "First Interim Application"), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from June 18, 2020 through September 30, 2020, in accordance with the Interim Compensation Order.

11. On November 25, 2020, K&L Gates LLP filed its third supplemental declaration providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 440].

12. On December 2, 2020, the Court entered an order [Dkt. 453] (the "First Interim Approval Order") granting the First Interim Application.

13. On March 12, 2021, K&L Gates LLP filed the *Second Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from October 1, 2020 Through January 31, 2021* [Dkt. 623] (the "Second Interim Application"), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for

the period from October 1, 2020 through January 31, 2021, in accordance with the Interim Compensation Order.

14. On April 5, 2021, the Court entered an order [Dkt. 664] (the "Second Interim Approval Order") granting the Second Interim Application.

15. On July 9, 2021, K&L Gates LLP filed the *Third Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from February 1, 2021 Through May 31, 2021* [Dkt. 768] (the "Third Interim Application"), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from February 1, 2021 through May 31, 2021, in accordance with the Interim Compensation Order.

16. On July 28, 2021, the Court entered an order [Dkt. 791] (the "Third Interim Approval Order") granting the Third Interim Application.

17. On September 30, 2021, K&L Gates LLP filed its fourth supplemental declaration providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 836].

18. On November 9, 2021, K&L Gates LLP filed its *Fourth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from June 1, 2021 Through September 30, 2021* [Dkt. 878] (the "Fourth Interim Application"), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from June 1, 2021 through September 30, 2021, in accordance with the Interim Compensation Order.

19. On December 8, 2021, the Court entered an order [Dkt. 933] (the "Fourth Interim Approval Order") granting the Fourth Interim Application.

20. On March 11, 2022, K&L Gates LLP filed its *Fifth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from October 1, 2021 Through January 31, 2022* [Dkt. 1039] (the "Fifth Interim Application"), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from October 1, 2021 through January 31, 2022, in accordance with the Interim Compensation Order.

21. On April 6, 2022, the Court entered an order [Dkt. 1110] (the "Fifth Interim Approval Order") granting the Fifth Interim Application.

22. On May 19, 2022, K&L Gates LLP filed its fifth supplemental declaration providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 1181].

23. On June 22, 2022, K&L Gates LLP filed its sixth supplemental declaration providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 1218].

24. On July 11, 2022, K&L Gates LLP filed its *Sixth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from February 1, 2022 Through May 31, 2022* [Dkt. 1267] (the "Sixth Interim Application"), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from February 1, 2022 through May 31, 2022, in accordance with the Interim Compensation Order.

25. On July 29, 2022, the Court entered an order [Dkt. 1296] (the “Sixth Interim Approval Order”) granting the Sixth Interim Application.

26. On November 9, 2022, K&L Gates LLP filed its *Seventh Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from June 1, 2022 Through September 30, 2022* [Dkt. 1404] (the “Seventh Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from June 1, 2022 through September 30, 2022, in accordance with the Interim Compensation Order.

27. On December 14, 2022, the Court entered an order [Dkt. 1472] (the “Seventh Interim Approval Order”) granting the Seventh Interim Application.

28. On March 9, 2023, K&L Gates LLP filed its seventh supplemental declaration, providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 1637].

29. On March 13, 2023, K&L Gates LLP filed its *Eighth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from October 1, 2022 Through January 31, 2023* [Dkt. 1644] (the “Eighth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from October 1, 2022 through January 31, 2023, in accordance with the Interim Compensation Order.

30. On March 31, 2023, the Court entered an order [Dkt. 1693] (the “Eighth Interim Approval Order”) granting the Eighth Interim Application.

31. On April 28, 2023, K&L Gates LLP filed its eighth supplemental declaration, providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 1727].

32. On July 10, 2023, K&L Gates LLP filed its *Ninth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from February 1, 2023 Through May 31, 2023* [Dkt. 1853] (the “Ninth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from February 1, 2023 through May 31, 2023, in accordance with the Interim Compensation Order.

33. On August 28, 2023, the Court entered an order [Dkt. 1933] (the “Ninth Interim Approval Order”) granting the Ninth Interim Application.

34. On October 10, 2023, K&L Gates LLP filed its ninth supplemental declaration, providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 1969].

35. On November 9, 2023, K&L Gates LLP filed its *Tenth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from June 1, 2023 Through September 30, 2023* [Dkt. 1998] (the “Tenth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from June 1, 2023 through September 30, 2023, in accordance with the Interim Compensation Order.

36. On November 29, 2023, the Court entered an order [Dkt. 2022] (the “Tenth Interim Approval Order”) granting the Tenth Interim Application.

37. On March 11, 2024, K&L Gates LLP filed its *Eleventh Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from October 1, 2023 Through January 31, 2024* [Dkt. 2132] (the “Eleventh Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from October 1, 2023 through January 31, 2024, in accordance with the Interim Compensation Order.

38. On March 29, 2024, the Court entered an order [Dkt. 2163] (the “Eleventh Interim Approval Order”) granting the Eleventh Interim Application.

39. On July 10, 2024, K&L Gates LLP filed its *Twelfth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from February 1, 2024 Through May 31, 2024* [Dkt. 2294] (the “Twelfth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from February 1, 2024 through May 31, 2024, in accordance with the Interim Compensation Order.

40. On July 29, 2024, the Court entered an order [Dkt. 2327] (the “Twelfth Interim Approval Order”) granting the Twelfth Interim Application.

41. On October 25, 2024, K&L Gates LLP filed its tenth supplemental declaration, providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 2396].

42. On November 12, 2024, K&L Gates LLP filed its *Thirteenth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from*

June 1, 2024 Through September 30, 2024 [Dkt. 2425] (the “Thirteenth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from June 1, 2024 through September 30, 2024, in accordance with the Interim Compensation Order.

43. On December 9, 2024, the Court entered an order [Dkt. 2465] (the “Thirteenth Interim Approval Order”) granting the Thirteenth Interim Application.

44. On December 17, 2024, K&L Gates LLP filed its eleventh supplemental declaration, providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 2492].

45. On March 12, 2025, K&L Gates LLP filed its *Amended Fourteenth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from October 1, 2024 Through January 31, 2025* [Dkt. 2573] (the “Fourteenth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from October 1, 2024 through January 31, 2025, in accordance with the Interim Compensation Order.

46. On April 2, 2025, the Court entered an order [Dkt. 2625] (the “Fourteenth Interim Approval Order”) granting the Fourteenth Interim Application.

47. On June 2, 2025, K&L Gates LLP filed its twelfth supplemental declaration, providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 2681].

48. On June 26, 2025, K&L Gates LLP filed its thirteenth supplemental declaration, providing additional disclosures related to its role in representation of potentially interested parties in matters unrelated to the Debtors [Dkt. 2691].

49. On July 10, 2025, K&L Gates LLP filed its *Fifteenth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from February 1, 2025 Through May 31, 2025* [Dkt. 2710] (the “Fifteenth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from February 1, 2025 through May 31, 2025, in accordance with the Interim Compensation Order.

50. On August 4, 2025, the Court entered an order [Dkt. 2764] (the “Fifteenth Interim Approval Order”) granting the Fifteenth Interim Application.

51. On November 12, 2025, K&L Gates LLP filed its *Sixteenth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period from June 1, 2025 Through September 30, 2025* [Dkt. 2909] (the “Sixteenth Interim Application”), by which K&L Gates LLP sought allowance of compensation and reimbursement of expenses for the period from June 1, 2025 through September 30, 2025, in accordance with the Interim Compensation Order.

52. On December 2, 2025, the Court entered an order [Dkt. 2954] (the “Sixteenth Interim Approval Order”) granting the Sixteenth Interim Application.

Jurisdiction

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

Summary of Services

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

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

Prior Monthly Fee Statements

56. Pursuant to the Interim Compensation Order, K&L Gates LLP has submitted the following monthly fee statements (collectively, the “Prior Monthly Fee Statements”) to the Debtors for the four months comprising the Compensation Period, each of which is incorporated herein by reference in its entirety:²

Date Submitted	Period Covered	Requested Fees	Requested Expenses	Payment Received	Amount Outstanding
December 1, 2025	October 2025	\$109,661.85	\$1,383.04	\$98,695.67	\$10,966.18
December 30, 2025	November 2025	\$46,641.15	\$0.00	\$41,977.04	\$4,664.11

² Copies of the Prior Monthly Fee Statements are attached hereto collectively as Exhibit A.

Date Submitted	Period Covered	Requested Fees	Requested Expenses	Payment Received	Amount Outstanding
January 30, 2026	December 2025	\$16,941.60	\$0.00	\$0.00	\$16,941.60
March 4, 2026	January 2026	\$56,528.10	\$0.00	N/A	\$56,528.10

57. In total, K&L Gates LLP has submitted the Prior Monthly Fee Statements during the Compensation Period for total fees of \$229,772.70 and total expenses of \$1,383.04. As of the date of this Application, no party has objected to any of K&L Gates LLP's Prior Monthly Fee Statements.³

Compensation by Project Category

The following is a summary of the activities performed by K&L Gates LLP professionals and paraprofessionals during the Compensation Period, organized by project billing category.⁴

58. **Asbestos Insurance Advice (Combined for Both Debtors) — 203.4 hours — \$212,089.05**

During the Compensation Period, K&L Gates LLP professionals and paraprofessionals counseled and represented the Debtors on insurance coverage issues,

³ The objection deadline relating to the *Sixty-Seventh Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period from January 1, 2026 Through January 31, 2026* has not yet passed.

⁴ The summary set forth below is qualified in its entirety by reference to the time and services detail attached to each Prior Monthly Fee Statement. Project billing categories for which no time was charged during the Compensation Period are not listed below.

particularly in relation to the Debtors' asbestos liabilities. The work performed by K&L Gates LLP included the following activities, among others:

- a) Analyzing and reporting on information relating to the Debtors' historical insurance coverage and related agreements, including working with the Debtors' insurance consultants, and generating work product related thereto;
- b) Assisting the Debtors in connection with insurer insolvency claim analysis and agreement matters;
- c) Assisting the Debtors in addressing requests for insurance-related information from various interested parties in relation to the Chapter 11 Cases;
- d) Reporting to and interacting with the Debtors' insurers in connection with matters relating to the Chapter 11 Cases;
- e) Assisting the Debtors in addressing discovery issues in connection with matters relating to the Chapter 11 Cases;
- f) Participating in strategy and update conferences with the Debtors, general bankruptcy counsel, and special asbestos counsel in relation to the foregoing; and
- g) Attending hearings in connection with the Chapter 11 Cases.

59. Chapter 11 Retention & Compensation (Combined for Both Debtors)

— 24.4 hours — \$17,683.65

During the Compensation Period, K&L Gates LLP professionals and paraprofessionals devoted limited time to (a) reviewing and revising the September 2025, October 2025, November 2025 and December 2025 invoices for privilege, to preserve client confidentiality, and to ensure compliance with the Local Rules, (b) drafting, revising and submitting the Sixty-Third, Sixty-Fourth, Sixty-Fifth and Sixty-Sixth Monthly Fee Statements, and (c) drafting, revising and submitting the Sixteenth Interim Application and the Sixteenth Interim Approval Order. K&L Gates LLP intends to seek compensation in connection with reviewing and revising the January 2026 invoices, drafting, revising and submitting the Sixty-Seventh Monthly Fee Statement, and preparing this Application at a later date.

Expenses Incurred by K&L Gates LLP

60. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. Accordingly, K&L Gates LLP seeks reimbursement for expenses ("Expenses") incurred in rendering services to the Debtors during the Compensation Period in the amount of \$1,383.04. Itemized records detailing the Expenses incurred during the Compensation Period are attached to the Prior Monthly Fee Statements.

Retainer Disclosure

61. Prior to the Petition Date, the Debtors paid K&L Gates LLP retainer amounts totaling \$605,000 for professional services and expenses (together, the "Retainer"). Prior to the commencement of the Chapter 11 Cases, \$324,451.40 of the Retainer was applied to actual and estimated fees and expenses incurred prior to June 18, 2020. As of the Petition Date, the Retainer balance was \$280,922.03, subject to reconciliation of prepetition fees and expenses. Following K&L Gates LLP's final reconciliation of its prepetition fees and expenses in connection with the First Interim Application, at the time of entry of the First Interim Approval Order, the Retainer balance was \$30,484.16.

62. Following the entry of the First Interim Approval Order by the Court, and consistent with paragraph 2(f) of the Interim Compensation Order, the remaining Retainer balance has been applied to payments sought in connection with the First Interim Application (collectively, the "Interim Amounts"). Specifically, K&L Gates LLP applied \$30,484.16 of the Retainer balance to the Interim Amount sought in connection with the September 2020 Monthly Fee Statement. Following the application of this amount, the remaining Retainer balance now is \$0.00. Accordingly, K&L Gates LLP did not apply any Retainer amounts to the Prior Monthly Fee Statements that are the subject of this Application.

Conclusion

63. The fees and expenses requested herein by K&L Gates LLP are billed in accordance with its existing billing rates and procedures in effect during the Compensation Period. Such fees are reasonable based on the customary compensation charged by comparably skilled practitioners in comparable nonbankruptcy cases in a competitive national legal market and should be approved on an interim basis pursuant to sections 330 and 331 of the Bankruptcy Code, the Interim Compensation Order, and applicable Bankruptcy Rules and Local Rules.

Notice

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

No Prior Request

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

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

Dated: March 12, 2026
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

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(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR
DEBTORS AND DEBTORS IN POSSESSION

EXHIBIT A

Prior Monthly Fee Statements

**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)

**SIXTY-FOURTH MONTHLY STATEMENT OF FEES AND EXPENSES INCURRED
BY K&L GATES LLP AS SPECIAL INSURANCE COUNSEL FOR THE DEBTORS
FOR THE PERIOD FROM OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025**

In accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. No. 171] (the "Interim Compensation Order"), K&L Gates LLP, special insurance counsel to Aldrich Pump LLC and Murray Boiler LLC as debtors and debtors in possession (together, the "Debtors"), submits its *Sixty-Fourth Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period From October 1, 2025 Through October 31, 2025* (the "Monthly Fee Statement").

Itemization of Services Rendered and Expenses Incurred

1. Attached hereto as Exhibit A are K&L Gates LLP's invoices for the period October 1, 2025 through October 31, 2025 (the "Statement Period").

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.

Total Fees and Expenses for the Statement Period

2. The total amounts of fees and expenses incurred by K&L Gates LLP during the Statement Period are as follows:

Total Fees	\$109,661.85
Total Expenses	\$1,383.04
TOTAL	\$111,044.89

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$100,078.70 from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

Billing Adjustments

4. Consistent with its own internal policies and to comply with the "reasonableness" requirements of section 330 of the Bankruptcy Code, K&L Gates LLP has reviewed its monthly service descriptions and has determined that certain fees and expenses should not be charged to the Debtors. In particular, K&L Gates LLP has voluntarily determined that \$2,415.00 in fees will not be charged to the Debtors.

Notice and Objection Procedures

5. In accordance with the Interim Compensation Order, notice of this Monthly Fee Statement has been served by e-mail upon the following parties (collectively, the "Notice Parties"): (a) the Debtors, 800-E Beatty Street, Davidson, North Carolina 28036 (Attn: Allan Tananbaum, Esq., atananbaum@tranetechnologies.com); (b) counsel to the Debtors (I) Jones Day, 77 West Wacker, Chicago, IL 60601 (Attn: Brad B. Erens, Esq., bberens@jonesday.com, Mark A. Cody, Esq., macody@jonesday.com, Caitlin K. Cahow, Esq., ckcahow@jonesday.com), and (II) Rayburn Cooper & Durham, P.A., 227 West Trade Street, Suite 1200, Charlotte, NC 28202 (Attn: C. Richard Rayburn, Jr., Esq., rrayburn@rcdlaw.net and John R. Miller, Jr., Esq., jmillerr@rcdlaw.net); (c) the office of the United States Bankruptcy

Administrator, 402 West Trade Street, Suite 200, Charlotte, North Carolina 28202 (Attn: Shelley K. Abel, Esq., feeapplications@ncwba.uscourts.gov); (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc., (I) McCarter & English, LLP, 1600 Market Street, Suite 3900, Philadelphia, Pennsylvania 19103 (Attn: Philip D. Amoa, Esq., pamoam@mccarter.com), (II) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102 (Attn: Anthony Bartell, Esq., abartell@mccarter.com and Phillip S. Pavlick, Esq., ppavlick@mccarter.com), (III) McCarter & English, LLP, Worldwide Plaza, 825 Eighth Ave, 31st Floor, New York, New York 10019 (Attn: Gregory J. Mascitti, Esq., gmascitti@mccarter.com) and (IV) Burt & Cordes, PLLC, 122 Cherokee Road, Suite 1, Charlotte, North Carolina 28207 (Attn: Stacy C. Cordes, Esq., scordes@burtcordeslaw.com, (e) counsel to the Official Asbestos Claimants' Committee, (I) Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801 (Attn: Natalie D. Ramsey, Esq., nramsey@rc.com and Davis Lee Wright, Esq., dwright@rc.com), (II) Caplin & Drysdale, Chartered, One Thomas Circle, NW, Suite 1100 Washington, DC 20005 (Attn: Kevin C. MacLay, Esq., kmacLay@capdale.com, James P. Wehner, Esq., jwehner@capdale.com and Todd E. Phillips, Esq., tphillips@capdale.com) and (III) Hamilton Stephens Steele + Martin, PLLC, 525 North Tryon Street, Suite 1400, Charlotte, North Carolina 28202 (Attn: Glenn Thompson, Esq., gthompson@lawhssm.com), and (f) counsel to the Future Claims Representative, (I) Grier Wright Martinez PA, 521 E. Morehead Street, Suite 440, Charlotte, NC 28202 (Attn: Joseph W. Grier III, Esq., jgrier@grierlaw.com, A. Cotton Wright, Esq., cwright@grierlaw.com), and (II) Orrick, Herrington & Sutcliffe LLP, 2100 Pennsylvania Avenue, NW, Washington, D.C. 20037 (Jonathan P. Guy, Esq., jguy@orrick.com, Debra L. Felder, Esq., dfelder@orrick.com).

6. Pursuant to the Interim Compensation Order, objections to this Monthly Fee Statement (each, an "Objection"), if any, must be served upon K&L Gates LLP, as the

affected Retained Professional, and upon the other Notice Parties no later than December 15, 2025 (the “Objection Deadline”). Any Objection must set forth the nature of the objection and the specific amount of fees or expenses at issue.

7. Upon the expiration of the Objection Deadline, the Debtors will be authorized to pay K&L Gates LLP an amount equal to the lesser of (a) 90% of the fees and 100% of the expenses requested in this Monthly Fee Statement and (b) the aggregate amount of fees and expenses not subject to an Objection.

8. All fees and expenses in this Monthly Fee Statement will be included in the next interim fee application for compensation and reimbursement of expenses to be filed and served by K&L Gates LLP at a later date.

Dated: December 1, 2025
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR
DEBTORS AND DEBTORS IN POSSESSION

EXHIBIT A

Invoices

K&L GATES

K&L GATES LLP
K&L GATES CENTER
210 SIXTH AVENUE
PITTSBURGH, PA 15222-2613
T +1 412 355 6500 F +1 412 355 6501 klgates.com
Tax ID No. 25 0921018

Aldrich Pump LLC
Allan Tananbaum, Esquire
800-E Beatty Street
Davidson, North Carolina 28036

Invoice Date: November 1, 2025
Invoice Number: 100251276
K&L Gates Contact: Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	64,728.00	
10% Discount	(6,472.80)	
Disbursements and Other Charges	691.55	
Total Amount Due This Matter		\$ 58,946.75

Chapter 11 Retention and Compensation (00002)

Fees	3,441.00	
10% Discount	(344.10)	
Total Amount Due This Matter		\$ 3,096.90

CURRENT INVOICE DUE - All Matters**\$ 62,043.65****EBILLED INVOICE**

Due and Payable upon Receipt

Mail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415

Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,
500 First Ave 92
Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP
Acct No.: 1077692783

Routing/ABA: 043000096
Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.

Aldrich Pump LLC

Invoice Date: November 1, 2025

Invoice Number: 100251276

K&L Ref. Number: 0246802

Asbestos Insurance Advice - (00001)

\$58,946.75

Professional Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-OCT-25	Dave McGonigle	3.00	L120	Emails with M. Hirst regarding meet-and-confer planning (0.1) (0.2/2); conference with J. Safar regarding meet and confer planning and insurance issues (0.1) (0.2/2); draft presentation materials (1.9) (3.8/2); conference with insurer representative regarding status and planning (0.2) (0.4/2); e-mail to B. Erens, M. Evert, M. Hirst and J. Safar regarding meet-and-confer issues and status (0.4) (0.8/2); conferences and emails with M. Hirst and team regarding meet-and-confer issues (0.3) (0.5/2)	3,600.00
01-OCT-25	Joe Safar	0.20	L120	Review e-mails regarding expert reports (0.1) (0.2/2); confer with D. McGonigle regarding same (0.1) (0.2/2)	215.00
02-OCT-25	Dave McGonigle	4.80	L120	Emails with A. Tananbaum regarding recent developments (0.1) (0.2/2); revise draft presentation (2.4) (4.8/2); prepare summary of Stout work product (0.5) (1.0/2); emails with J. Rothschild regarding Stout work product update (0.1) (0.2/2); conference with J. Safar regarding draft presentation (0.1); emails with B. Erens, M. Hirst and team regarding meet-and-confer matters (0.3) (0.5/2); conference with J. Safar regarding meet and confer matters (0.1); conference with insurer representative regarding meet-and-confer status (0.1) (0.2/2); conference with J. Safar	5,760.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: November 1, 2025

Invoice Number: 100251276

K&L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
				regarding draft presentation materials (0.7) (1.3/2); conference with C. Neri regarding assistance on presentation matters (0.2) (0.3/2); review revised Stout work product (0.1) (0.2/2); e-mails with J. Rothschild regarding Stout work product (0.1) (0.2/2)	
02-OCT-25	Joe Safar	0.80	L120	Confer with D. McGonigle regarding insurance presentation (0.7) (1.3/2); review e-mail regarding estimation expert issues (0.1) (0.2/2)	860.00
02-OCT-25	Chris Neri	0.80	L120	Conference with D. McGonigle regarding presentation materials (0.2) (0.3/2); prepare inserts for presentation materials (0.6) (1.2/2)	220.00
03-OCT-25	Dave McGonigle	2.30	L120	Analysis of Stout work product and background materials (0.3) (0.6/2); emails with Stout team regarding work product questions (0.2) (0.3/2); conference with J. Rothschild regarding work product and next steps (0.3) (0.5/2); prepare draft presentation materials (1.1) (2.1/2); communications with M. Hirst and team regarding protective order and expert report matters (0.3) (0.5/2); conference with J. Safar regarding protective order issues (0.1)	2,760.00
03-OCT-25	Joe Safar	0.50	L120	E-mail and confer with D. McGonigle regarding estimation expert issues (0.2) (0.4/2); review and comment on insurance presentation (0.3) (0.5/2)	537.50

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Aldrich Pump LLC

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Invoice Number: 100251276

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
04-OCT-25	Dave McGonigle	2.20	L120	Review and analysis of Stout insurance work product (0.4) (0.8/2); update insurance analysis workbook (0.3) (0.5/2); emails with Stout team regarding insurance work product follow-up (0.5) (1.0/2); draft insurance presentation materials (1.0) (1.9/2)	2,640.00
05-OCT-25	Dave McGonigle	1.20	L120	Confer with J. Safar regarding draft insurance presentation materials (0.2) (0.3/2); revise and finalize insurance presentation materials (0.8) (1.6/2); email to team regarding draft insurance presentation materials (0.2) (0.4/2)	1,440.00
05-OCT-25	Joe Safar	0.60	L120	Review and comment on revised insurance presentation (0.4) (0.8/2); confer with D. McGonigle regarding same (0.2) (0.3/2)	645.00
06-OCT-25	Joe Safar	0.50	L120	Review revised client presentation (0.2) (0.4/2); e-mail with D. McGonigle regarding same (0.2) (0.4/2); review e-mails regarding expert issues (0.1) (0.2/2)	537.50
07-OCT-25	Dave McGonigle	1.90	L120	Emails with B. Erens, M. Hirst and team regarding protective order matters and expert reports (0.2) (0.4/2); conference with A. Tananbaum regarding draft presentation materials (0.2) (0.3/2); revise draft presentation materials (1.1) (2.2/2); email to A. Tananbaum and team regarding revised presentation materials (0.2) (0.4/2); conferences with J. Safar regarding revisions to presentation materials (0.1) (0.2/2); conference with J. Gierlack regarding presentation materials (0.1)	2,280.00

EBILLED INVOICE

Aldrich Pump LLC

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
07-OCT-25	Joe Safar	0.40	L120	Review revised client presentation (0.3) (0.6/2); confer with D. McGonigle regarding same (0.1) (0.2/2)	430.00
08-OCT-25	Dave McGonigle	2.50	L120	Travel to Charlotte from Pittsburgh (2.5) (5.0/2)	1,500.00
08-OCT-25	Dave McGonigle	2.70	L120	Emails with D. Ramljak regarding Stout work product (0.1) (0.2/2); review and analysis of Stout work product (0.1) (0.2/2); emails with A. Tananbaum, B. Erens and team regarding client presentation materials and preparation (0.9) (1.8/2); conference with J. Safar regarding draft client presentation (0.4) (0.7/2); review and analysis of insurance background material for presentation (0.2) (0.3/2); revise and finalize presentation materials (0.8) (1.5/2); planning for travel to Charlotte (0.2) (0.4/2)	3,240.00
08-OCT-25	Joe Safar	0.60	L120	Review comments on client presentation (0.1) (0.2/2); confer with D. McGonigle regarding client presentation (0.4) (0.7/2); e-mail with D. McGonigle and Debtors' counsel regarding client meeting (0.1) (0.2/2)	645.00
09-OCT-25	Dave McGonigle	3.50	L120	Review work product and presentation materials in preparation for client meeting (1.3) (2.6/2); review motion to stay adversary proceedings (0.1) (0.2/2); review ACC's CMO motion (0.1); team and client meeting regarding strategy and planning (1.8) (3.5/2); conference with J. Safar regarding client meeting and status (0.2) (0.4/2)	4,200.00
09-OCT-25	Dave McGonigle	2.50	L120	Return travel to Pittsburgh from Charlotte (2.5) (5.0/2)	1,500.00

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Aldrich Pump LLC

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
09-OCT-25	Joe Safar	0.20	L120	Confer with D. McGonigle regarding client presentation (0.2) (0.4/2)	215.00
10-OCT-25	Dave McGonigle	0.70	L120	Review proposed redactions to expert reports (0.1) (0.2/2); emails with M. Hirst regarding meet-and-confer correspondence regarding Protective Order (0.1) (0.2/2); communications with insurer representative regarding status (0.1) (0.2/2); attention to OIC/L&L early dividend offer communications (0.4)	840.00
10-OCT-25	Joe Safar	0.10	L120	E-mail with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
13-OCT-25	Dave McGonigle	1.70	L120	Review and analysis of ACC motion to amend CMO and ex parte motion to shorten time (0.3) (0.6/2); conference with J. Safar regarding ACC motion and status (0.2) (0.4/2); communications with M. Hirst regarding ACC motion and status (0.1) (0.2/2); report to A. Tananbaum regarding status (0.1); email to H. Frazier regarding OIC/L&O early dividend offer (0.2); emails with A. Tananbaum and M. Cody regarding OIC/L&O early dividend offer and status of ACC inquiries (0.1); attention to correspondence regarding insurance proof of claim (0.1) (0.2/2); communications with insurer representative regarding outstanding claim (0.1) (0.2/2); correspondence to A. Tananbaum regarding proof of claim (0.1) (0.2/2); analysis of proof of claim material and correspondence regarding same (0.4) (0.8/2)	2,040.00

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
14-OCT-25	Dave McGonigle	0.40	L120	Prepare for conference with B. Levey regarding OIC/L&O (0.1); conference with B. Levey regarding OIC/L&O early final dividend offer (0.2); email to A. Tananbaum and M. Cody regarding OIC/L&O status (0.1)	480.00
15-OCT-25	Dave McGonigle	1.20	L120	Review and comment on draft response to ACC motion to amend the Protective Order (0.6) (1.2/2); emails with B. Levey regarding OIC/L&O proposed early final dividend offer status (0.1); review background materials for OIC/L&O motion (0.4); emails with A. Johnston regarding draft 9019 papers (0.1)	1,440.00
15-OCT-25	Joe Safar	0.10	L120	Review e-mails with Debtors counsel regarding motion to amend protective order (0.1) (0.2/2)	107.50
16-OCT-25	Dave McGonigle	4.00	L120	Review historical OIC/L&O settlement agreements (0.3); conference with E. Fleury regarding historical settlement agreements (0.1); review Scheme documents and background materials in connection with motion to approve settlement (0.7); communications with H. Frazier regarding proposed insurance settlement (0.1); draft motion to approve settlement (2.7); emails with M. Cody and A. Johnson regarding draft motion to approve settlement (0.1)	4,800.00
16-OCT-25	Erin Fleury	0.60	L120	Discuss and respond to insurance-related inquiry from D. McGonigle (0.6)	420.00
16-OCT-25	Jennifer Bortmes	0.40	L120	Analyze data provided by Jones Day and discuss same with E. Fleury (0.4) (0.8/2)	152.00

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Aldrich Pump LLC

Invoice Date: November 1, 2025

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
17-OCT-25	Dave McGonigle	1.20	L120	Conference with A. Johnson regarding draft motion to approve settlement (0.1); final review of draft motion to approve settlement (0.1); follow-up communications with M. Cody and A. Johnson regarding motion for approval (0.3); review and comment on draft response to motion to amend protective order (0.3) (0.6/2); conference with D. Aceto regarding status and planning (0.1) (0.2/2); research in follow-up to A. Tananbaum inquiry (0.3) (0.5/2)	1,440.00
17-OCT-25	David Aceto	0.30	L120	Conference with D. McGonigle (0.1) (0.2/2); research in response to D. McGonigle inquiry (0.2) (0.4/2)	300.00
18-OCT-25	Dave McGonigle	0.10	L120	Review draft Stout invoices for privilege and confidentiality (0.1)	120.00
20-OCT-25	Dave McGonigle	2.50	L120	Review and analysis of work product and authorities in preparation for conference with A. Tananbaum (1.2) (2.3/2); conference with D. Aceto regarding status and planning (0.4) (0.7/2); conference with A. Tananbaum regarding status and planning (0.4) (0.7/2); email to T. Nathan regarding status of OIC/L&O early dividend offer approval (0.3); review FCR's response to motion to amend protective order (0.1); review plaintiff's response to motion for stay (0.1)	3,000.00
20-OCT-25	David Aceto	0.40	L120	Conference with D. McGonigle regarding strategy and planning (0.4) (0.7/2)	400.00

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Aldrich Pump LLC

Invoice Date: November 1, 2025

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
21-OCT-25	Dave McGonigle	1.20	L120	Review and analysis of protective order background and drafting history (0.6) (1.2/2); emails with M. Hirst regarding ACC reply in support of motion to amend protective order (0.5) (0.9/2); review omnibus hearing filings (0.1)	1,440.00
22-OCT-25	Dave McGonigle	0.20	L120	Emails with insurer representative regarding status (0.1); conferences with team members regarding insurer issues (0.1) (0.2/2)	240.00
23-OCT-25	Dave McGonigle	2.30	L120	Telephonic attendance at omnibus hearing (2.3) (4.5/2)	2,760.00
28-OCT-25	Dave McGonigle	2.50	L120	Emails with A. Tananbaum regarding insurer inquiry (0.1); review and analysis of historical insurer course of dealings (1.7) (3.4/2); conference with E. Steele regarding insurance-related issue (0.3) (0.6/2); prepare draft correspondence to team regarding insurer inquiry (0.2) (0.4/2); research insurance issues (0.2) (0.4/2)	3,000.00
28-OCT-25	Emily Steele	0.40	L120	Call with D. McGonigle regarding strategic insurance-related matters (0.4) (0.7/2)	306.00
29-OCT-25	Dave McGonigle	3.50	L120	Research and analysis in connection with insurance issues (2.1) (4.2/2); email to A. Tananbaum and team regarding insurance issues and analysis (1.4) (2.8/2)	4,200.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: November 1, 2025

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K&L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
30-OCT-25	Dave McGonigle	1.40	L120	Conference with J. Safar regarding status (0.2) (0.4/2); review and analysis of Bestwall ruling and dissent (0.2) (0.3/2); address insurer information request (0.3) (0.5/2); conference with A. Tananbaum regarding status and planning (0.4) (0.8/2); conference with M. Uddin regarding status and planning (0.2) (0.3/2); emails with insurer representative regarding information request (0.1) (0.2/2)	1,680.00
30-OCT-25	Joe Safar	0.30	L120	Confer with D. McGonigle regarding omnibus (0.2) (0.4/2); review Bestwall EnBanc denial (0.1) (0.2/2)	322.50
31-OCT-25	Dave McGonigle	1.50	L120	Emails with A. Tananbaum regarding insurance matters (0.1) (0.2/2); review ruling on 2004 examination motion (0.1) (0.2/2); review recent filings (0.2) (0.3/2); emails with insurer representative regarding information request (0.1); email to M. Hirst regarding insurer information request (0.1); review and analysis of ACC preliminary expert report (0.9) (1.8/2)	1,800.00
31-OCT-25	Joe Safar	0.10	L120	Review Order regarding request for Rule 2004 examination (0.1) (0.2/2)	107.50
		58.30			\$64,728.00

TIMEKEEPER SUMMARY

<u>Partner</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Emily Steele	0.40	765.00	306.00
Dave McGonigle	5.00	600.00	3,000.00
Dave McGonigle	46.00	1,200.00	55,200.00
Joe Safar	4.40	1,075.00	4,730.00

Aldrich Pump LLC

Invoice Date:

November 1, 2025

Invoice Number:

100251276

K&L Ref. Number:

0246802

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Counsel			
Erin Fleury	0.60	700.00	420.00
Paralegal			
Chris Neri	0.80	275.00	220.00
Of Counsel			
David Aceto	0.70	1,000.00	700.00
e-DAT Sr Atty			
Jennifer Bortmes	0.40	380.00	152.00
	<u>58.30</u>		<u>\$64,728.00</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	58.30	64,728.00
Total Fees		58.30	\$64,728.00

<u>Description</u>	<u>Amount</u>
Photocopying, Printing and Scanning Expense (Internal)	1.89
Travel - Airfare and Airline fees	474.13
Travel - Meals	28.22
Travel Expenses (Includes Hotel)	167.31
Travel - Parking & Tolls	20.00
	<u>\$691.55</u>

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

November 1, 2025

Invoice Number:

100251276

K&L Ref. Number:

0246802

Chapter 11 Retention and Compensation - (00002)**\$3,096.90****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
06-OCT-25	Emily Steele	0.10	B160	Advice regarding invoicing matters in Aldrich bankruptcy (0.1)	76.50
10-OCT-25	Dave McGonigle	0.20	B160	Attention to monthly fee statements (0.2) (0.3/2)	240.00
13-OCT-25	Dave McGonigle	0.10	B160	Attention to potential supplemental disclosures (0.1)	120.00
20-OCT-25	Dave McGonigle	0.20	B160	Attention to new timekeeper and 2026 rate approvals (0.2) (0.3/2)	240.00
20-OCT-25	Emily Steele	0.10	B160	Analyze September 2025 invoices for confidentiality and privilege (0.1) (0.2/2)	76.50
20-OCT-25	Gunjan Devnani	0.30	B160	Correspondence with E. Steele regarding process for preparing monthly fee statements (0.3) (0.5/2)	162.00
23-OCT-25	Gunjan Devnani	0.30	B160	Draft sixty-third monthly fee statement for September 2025 (0.3) (0.5/2)	162.00
24-OCT-25	Dave McGonigle	0.20	B160	Review and approve monthly fee statement (0.2) (0.4/2)	240.00
24-OCT-25	Emily Steele	0.30	B160	Analyze and revise sixty-third monthly fee statement (September 2025) and email with debtors' counsel regarding same (0.3) (0.5/2)	229.50
24-OCT-25	Gunjan Devnani	0.20	B160	Prepare exhibits for sixty-third monthly fee statement for September 2025 (0.1) (0.2/2); correspondence with E. Steele regarding edits to draft of sixty-third monthly fee statement for September 2025 (0.1) (0.2/2)	108.00
27-OCT-25	Emily Steele	0.40	B160	Begin compiling information needed for Sixteenth Interim Fee Application (June - September 2025) (0.4) (0.7/2)	306.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: November 1, 2025

Invoice Number: 100251276

K&L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
27-OCT-25	Gunjan Devnani	0.50	B160	Conference with E. Steele regarding drafting interim fee applications (0.2) (0.3/2); review correspondence from E. Steele regarding preparation of 16th interim fee application (0.3) (0.5/2)	270.00
28-OCT-25	Emily Steele	0.10	B160	Revise and circulate Sixty Third Monthly Fee Statement (September 2025) (0.1)	76.50
29-OCT-25	Gunjan Devnani	0.80	B160	Draft sixteenth interim fee application for June 2025 through September 2025 (0.8) (1.5/2)	432.00
30-OCT-25	Gunjan Devnani	0.40	B160	Correspondence with E. Steele, K. Sibbet, and K. Simmons regarding accounting information required for sixteenth interim fee application (0.1); draft sixteenth interim fee application for June 2025 through September 2025 (0.3) (0.5/2)	216.00
31-OCT-25	Gunjan Devnani	0.90	B160	Draft sixteenth interim fee application for June 2025 through September 2025 (0.9) (1.7/2)	486.00
		<u>5.10</u>			<u>\$3,441.00</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	1.00	765.00	765.00
Dave McGonigle	0.70	1,200.00	840.00
Associate			
Gunjan Devnani	<u>3.40</u>	540.00	<u>1,836.00</u>
	5.10		\$3,441.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

November 1, 2025

Invoice Number:

100251276

K&L Ref. Number:

0246802

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	5.10	3,441.00
Total Fees		5.10	\$3,441.00

EBILLED INVOICE

K&L GATES

K&L GATES CENTER

210 SIXTH AVENUE

PITTSBURGH, PA 15222-2613

T +1 412 355 6500 F +1 412 355 6501 klgates.com

Tax ID No. 25 0921018

Murray Boiler LLC
Allan Tananbaum, Esquire
800-E Beaty Street
Davidson, NC 28036

Invoice Date:
Invoice Number:
K&L Gates Contact:

November 1, 2025
100251275
Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	51,181.50	
10% Discount	(5,118.15)	
Disbursements and Other Charges	691.49	
Total Amount Due This Matter		\$ 46,754.84

Chapter 11 Retention and Compensation (00002)

Fees	2,496.00	
10% Discount	(249.60)	
Total Amount Due This Matter		\$ 2,246.40

CURRENT INVOICE DUE - All Matters**\$ 49,001.24****EBILLED INVOICE**

Due and Payable upon Receipt

Mail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,

500 First Ave 92

Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP

Acct No.: 1077692783

Routing/ABA: 043000096

Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.

Murray Boiler LLC

Invoice Date: November 1, 2025

Invoice Number: 100251275

K&L Ref. Number: 0246801

Asbestos Insurance Advice - (00001)

\$46,754.84

Professional Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-OCT-25	Dave McGonigle	2.90	L120	Emails with M. Hirst regarding meet-and-confer planning (0.1) (0.2/2); conference with J. Safar regarding meet and confer planning and insurance issues (0.1) (0.2/2); draft presentation materials (1.9) (3.8/2); conference with insurer representative regarding status and planning (0.2) (0.4/2); e-mail to B. Erens, M. Evert, M. Hirst and J. Safar regarding meet-and-confer issues and status (0.4) (0.8/2); conferences and emails with M. Hirst and team regarding meet-and-confer issues (0.2) (0.5/2)	3,480.00
01-OCT-25	Joe Safar	0.20	L120	Review e-mails regarding expert reports (0.1) (0.2/2); confer with D. McGonigle regarding same (0.1) (0.2/2)	215.00
02-OCT-25	Dave McGonigle	4.30	L120	Emails with A. Tananbaum regarding recent developments (0.1) (0.2/2); revise draft presentation (2.4) (4.8/2); prepare summary of Stout work product (0.5) (1.0/2); emails with J. Rothschild regarding Stout work product update (0.1) (0.2/2); emails with B. Erens, M. Hirst and team regarding meet-and-confer matters (0.2) (0.5/2); conference with insurer representative regarding meet-and-confer status (0.1) (0.2/2); conference with J. Safar regarding draft presentation materials (0.6) (1.3/2); conference with C. Neri regarding assistance on	5,160.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

November 1, 2025

Invoice Number:

100251275

K&L Ref. Number:

0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
				presentation matters (0.1) (0.3/2); review revised Stout work product (0.1) (0.2/2); e-mails with J. Rothschild regarding Stout work product (0.1) (0.2/2)	
02-OCT-25	Joe Safar	0.70	L120	Confer with D. McGonigle regarding insurance presentation(0.6) (1.3/2); review e-mail regarding estimation expert issues (0.1) (0.2/2)	752.50
02-OCT-25	Chris Neri	0.70	L120	Conference with D. McGonigle regarding presentation materials (0.1) (0.3/2); prepare inserts for presentation materials (0.6) (1.2/2)	192.50
03-OCT-25	Dave McGonigle	1.80	L120	Analysis of Stout work product and background materials (0.3) (0.6/2); emails with Stout team regarding work product questions (0.1) (0.3/2); conference with J. Rothschild regarding work product and next steps (0.2) (0.5/2); prepare draft presentation materials (1.0) (2.1/2); communications with M. Hirst and team regarding protective order and expert report matters (0.2) (0.5/2)	2,160.00
03-OCT-25	Joe Safar	0.40	L120	E-mail and confer with D. McGonigle regarding estimation expert issues (0.2) (0.4/2); review and comment on insurance presentation (0.2) (0.5/2)	430.00
04-OCT-25	Dave McGonigle	2.00	L120	Review and analysis of Stout insurance work product (0.4) (0.8/2); update insurance analysis workbook (0.2) (0.5/2); emails with Stout team regarding insurance work product follow-up (0.5) (1.0/2); draft insurance presentation materials (0.9) (1.9/2)	2,400.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: November 1, 2025

Invoice Number: 100251275

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
05-OCT-25	Dave McGonigle	1.10	L120	Confer with J. Safar regarding draft insurance presentation materials (0.1) (0.3/2); revise and finalize insurance presentation materials (0.8) (1.6/2); email to team regarding draft insurance presentation materials (0.2) (0.4/2)	1,320.00
05-OCT-25	Joe Safar	0.50	L120	Review and comment on revised insurance presentation (0.4) (0.8/2); confer with D. McGonigle regarding same (0.1) (0.3/2)	537.50
06-OCT-25	Joe Safar	0.50	L120	Review revised client presentation (0.2) (0.4/2); e-mail with D. McGonigle regarding same (0.2) (0.4/2); review e-mails regarding expert issues (0.1) (0.2/2)	537.50
07-OCT-25	Dave McGonigle	1.70	L120	Emails with B. Erens, M. Hirst and team regarding protective order matters and expert reports (0.2) (0.4/2); conference with A. Tananbaum regarding draft presentation materials (0.1) (0.3/2); revise draft presentation materials (1.1) (2.2/2); email to A. Tananbaum and team regarding revised presentation materials (0.2) (0.4/2); conferences with J. Safar regarding revisions to presentation materials (0.1) (0.2/2)	2,040.00
07-OCT-25	Joe Safar	0.40	L120	Review revised client presentation (0.3) (0.6/2); confer with D. McGonigle regarding same (0.1) (0.2/2)	430.00
08-OCT-25	Dave McGonigle	2.40	L120	Emails with D. Ramljak regarding Stout work product (0.1) (0.2/2); review and analysis of Stout work product (0.1) (0.2/2); emails with A. Tananbaum, B. Erens and team regarding client presentation materials and	2,880.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: November 1, 2025

Invoice Number: 100251275

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
				preparation (0.9) (1.8/2); conference with J. Safar regarding draft client presentation (0.3) (0.7/2); review and analysis of insurance background material for presentation (0.1) (0.3/2); revise and finalize presentation materials (0.7) (1.5/2); planning for travel to Charlotte (0.2) (0.4/2)	
08-OCT-25	Dave McGonigle	2.50	L120	Travel to Charlotte from Pittsburgh (2.5) (5.0/2)	1,500.00
08-OCT-25	Joe Safar	0.50	L120	Review comments on client presentation (0.1) (0.2/2); confer with D. McGonigle regarding client presentation (0.3) (0.7/2); e-mail with D. McGonigle and Debtors' counsel regarding client meeting (0.1) (0.2/2)	537.50
09-OCT-25	Dave McGonigle	3.30	L120	Review work product and presentation materials in preparation for client meeting (1.3) (2.6/2); review motion to stay adversary proceedings (0.1) (0.2/2); team and client meeting regarding strategy and planning (1.7) (3.5/2); conference with J. Safar regarding client meeting and status (0.2) (0.4/2)	3,960.00
09-OCT-25	Dave McGonigle	2.50	L120	Return travel to Pittsburgh from Charlotte (2.5) (5.0/2)	1,500.00
09-OCT-25	Joe Safar	0.20	L120	Confer with D. McGonigle regarding client presentation (0.2) (0.4/2)	215.00
10-OCT-25	Dave McGonigle	0.30	L120	Review proposed redactions to expert reports (0.1) (0.2/2); emails with M. Hirst regarding meet-and-confer correspondence regarding Protective Order (0.1) (0.2/2); communications with insurer representative regarding status (0.1) (0.2/2)	360.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: November 1, 2025

Invoice Number: 100251275

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
10-OCT-25	Joe Safar	0.10	L120	E-mail with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
13-OCT-25	Dave McGonigle	1.30	L120	Review and analysis of ACC motion to amend CMO and ex parte motion to shorten time (0.3) (0.6/2); conference with J. Safar regarding ACC motion and status (0.2) (0.4/2); communications with M. Hirst regarding ACC motion and status (0.1) (0.2/2); attention to correspondence regarding insurance proof of claim (0.1) (0.2/2); communications with insurer representative regarding outstanding claim (0.1) (0.2/2); correspondence to A. Tananbaum regarding proof of claim (0.1) (0.2/2); analysis of proof of claim material and correspondence regarding same (0.4) (0.8/2)	1,560.00
15-OCT-25	Dave McGonigle	0.60	L120	Review and comment on draft response to ACC motion to amend the Protective Order (0.6) (1.2/2)	720.00
15-OCT-25	Joe Safar	0.10	L120	Review e-mails with Debtors counsel regarding motion to amend protective order (0.1) (0.2/2)	107.50
16-OCT-25	Jennifer Bortmes	0.40	L120	Analyze data produced by Jones Day and discuss same with E. Fleury (0.4) (0.8/2)	152.00
17-OCT-25	Dave McGonigle	0.60	L120	Review and comment on draft response to motion to amend protective order (0.3) (0.6/2); conference with D. Aceto regarding status and planning (0.1) (0.2/2); research in follow-up to A. Tananbaum inquiry (0.2) (0.5/2)	720.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: November 1, 2025

Invoice Number: 100251275

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
17-OCT-25	David Aceto	0.30	L120	Conference with D. McGonigle (0.1)(0.2/2); research in response to D. McGonigle inquiry (0.2) (0.4/2)	300.00
20-OCT-25	Dave McGonigle	1.70	L120	Review and analysis of work product and authorities in preparation for conference with A. Tananbaum(1.1) (2.3/2); conference with D. Aceto regarding status and planning (0.3) (0.7/2); conference with A. Tananbaum regarding status and planning (0.3) (0.7/2)	2,040.00
20-OCT-25	David Aceto	0.30	L120	Conference with D. McGonigle regarding strategy and planning (0.3) (0.7/2)	300.00
21-OCT-25	Dave McGonigle	1.00	L120	Review and analysis of protective order background and drafting history (0.6) (1.2/2); emails with M. Hirst regarding ACC reply in support of motion to amend protective order (0.4) (0.9/2)	1,200.00
22-OCT-25	Dave McGonigle	0.10	L120	Conferences with team members regarding insurer issues (0.1) (0.2/2)	120.00
23-OCT-25	Dave McGonigle	2.20	L120	Telephonic attendance at omnibus hearing (2.2) (4.5/2)	2,640.00
28-OCT-25	Dave McGonigle	2.40	L120	Emails with A. Tananbaum regarding insurer inquiry (0.1); review and analysis of historical insurer course of dealings (1.7) (3.4/2); conference with E. Steele regarding insurance-related issue (0.3) (0.6/2); prepare draft correspondence to team regarding insurer inquiry (0.2) (0.4/2); research insurance issues (0.2) (0.4/2)	2,880.00
28-OCT-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding insurance matters (0.1)	107.50
28-OCT-25	Emily Steele	0.30	L120	Call with D. McGonigle regarding strategic insurance-related matters (0.3) (0.7/2)	229.50

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: November 1, 2025

Invoice Number: 100251275

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
29-OCT-25	Dave McGonigle	3.50	L120	Research and analysis in connection with insurance issues (2.1) (4.2/2); email to A. Tananbaum and team regarding insurance issues and analysis (1.4) (2.8/2)	4,200.00
30-OCT-25	Dave McGonigle	1.10	L120	Conference with J. Safar regarding status (0.2) (0.4/2); review and analysis of Bestwall ruling and dissent (0.1) (0.3/2); address insurer information request (0.2) (0.5/2); conference with A. Tananbaum regarding status and planning (0.4) (0.8/2); conference with M. Uddin regarding status and planning (0.1) (0.3/2); emails with insurer representative regarding information request (0.1) (0.2/2)	1,320.00
30-OCT-25	Joe Safar	0.30	L120	Confer with D. McGonigle regarding omnibus (0.2) (0.4/2); review Bestwall EnBanc denial (0.1) (0.2/2)	322.50
31-OCT-25	Dave McGonigle	1.20	L120	Emails with A. Tananbaum regarding insurance matters (0.1) (0.2/2); review ruling on 2004 examination motion (0.1) (0.2/2); review recent filings (0.1) (0.3/2); review and analysis of ACC preliminary expert report (0.9) (1.8/2)	1,440.00
31-OCT-25	Joe Safar	0.10	L120	Review Order regarding request for Rule 2004 examination (0.1) (0.2/2)	107.50
		46.60			\$51,181.50

TIMEKEEPER SUMMARY

<u>Partner</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Emily Steele	0.30	765.00	229.50
Dave McGonigle	5.00	600.00	3,000.00
Dave McGonigle	35.50	1,200.00	42,600.00

Murray Boiler LLC

Invoice Date:

November 1, 2025

Invoice Number:

100251275

K&L Ref. Number:

0246801

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joe Safar	4.10	1,075.00	4,407.50
Paralegal			
Chris Neri	0.70	275.00	192.50
Of Counsel			
David Aceto	0.60	1,000.00	600.00
e-DAT Sr Atty			
Jennifer Bortmes	0.40	380.00	152.00
	<u>46.60</u>		<u>\$51,181.50</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	46.60	51,181.50
Total Fees		46.60	\$51,181.50

<u>Description</u>	<u>Amount</u>
Photocopying, Printing and Scanning Expense (Internal)	1.89
Travel - Airfare and Airline fees	474.12
Travel - Meals	28.20
Travel Expenses (Includes Hotel)	167.28
Travel - Parking & Tolls	20.00
	<u>\$691.49</u>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

November 1, 2025

Invoice Number:

100251275

K&L Ref. Number:

0246801

Chapter 11 Retention and Compensation - (00002)**\$2,246.40****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
10-OCT-25	Dave McGonigle	0.10	B160	Attention to monthly fee statements (0.1) (0.3/2)	120.00
20-OCT-25	Dave McGonigle	0.10	B160	Attention to new timekeeper and 2026 rate approvals (0.1) (0.3/2)	120.00
20-OCT-25	Emily Steele	0.10	B160	Analyze September 2025 invoices for confidentiality and privilege (0.1) (0.2/2)	76.50
20-OCT-25	Gunjan Devnani	0.20	B160	Correspondence with E. Steele regarding process for preparing monthly fee statements (0.2) (0.5/2)	108.00
23-OCT-25	Gunjan Devnani	0.20	B160	Draft sixty-third monthly fee statement for September 2025 (0.2) (0.5/2)	108.00
24-OCT-25	Dave McGonigle	0.20	B160	Review and approve monthly fee statement (0.2) (0.4/2)	240.00
24-OCT-25	Emily Steele	0.20	B160	Analyze and revise sixty-third monthly fee statement (September 2025) and email with debtors' counsel regarding same (0.2) (0.5/2)	153.00
24-OCT-25	Gunjan Devnani	0.20	B160	Prepare exhibits for sixty-third monthly fee statement for September 2025 (0.1) (0.2/2); correspondence with E. Steele regarding edits to draft of sixty-third monthly fee statement for September 2025 (0.1) (0.2/2)	108.00
27-OCT-25	Emily Steele	0.30	B160	Begin compiling information needed for Sixteenth Interim Fee Application (June - September 2025) (0.3) (0.7/2)	229.50
27-OCT-25	Gunjan Devnani	0.30	B160	Conference with E. Steele regarding drafting interim fee applications (0.1) (0.3/2); review correspondence from E. Steele regarding preparation of 16th interim fee application (0.2) (0.5/2)	162.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: November 1, 2025

Invoice Number: 100251275

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
28-OCT-25	Emily Steele	0.20	B160	Meeting with debtors' counsel and representatives regarding billing and accounting matters for Murray (0.2)	153.00
29-OCT-25	Gunjan Devnani	0.70	B160	Draft sixteenth interim fee application for June 2025 through September 2025 (0.7) (1.5/2)	378.00
30-OCT-25	Gunjan Devnani	0.20	B160	Draft sixteenth interim fee application for June 2025 through September 2025 (0.2) (0.5/2)	108.00
31-OCT-25	Gunjan Devnani	0.80	B160	Draft sixteenth interim fee application for June 2025 through September 2025 (0.8) (1.7/2)	432.00
		<u>3.80</u>			<u>\$2,496.00</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	0.80	765.00	612.00
Dave McGonigle	0.40	1,200.00	480.00
Associate			
Gunjan Devnani	<u>2.60</u>	540.00	<u>1,404.00</u>
	<u>3.80</u>		<u>\$2,496.00</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>3.80</u>	<u>2,496.00</u>
Total Fees		3.80	\$2,496.00

EBILLED INVOICE

**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)

**SIXTY-FIFTH MONTHLY STATEMENT OF FEES AND EXPENSES INCURRED BY
K&L GATES LLP AS SPECIAL INSURANCE COUNSEL FOR THE DEBTORS FOR
THE PERIOD FROM NOVEMBER 1, 2025 THROUGH NOVEMBER 30, 2025**

In accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. No. 171] (the "Interim Compensation Order"), K&L Gates LLP, special insurance counsel to Aldrich Pump LLC and Murray Boiler LLC as debtors and debtors in possession (together, the "Debtors"), submits its *Sixty-Fifth Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period From November 1, 2025 Through November 30, 2025* (the "Monthly Fee Statement").

Itemization of Services Rendered and Expenses Incurred

1. Attached hereto as Exhibit A are K&L Gates LLP's invoices for the period November 1, 2025 through November 30, 2025 (the "Statement Period").

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.

Total Fees and Expenses for the Statement Period

2. The total amounts of fees and expenses incurred by K&L Gates LLP during the Statement Period are as follows:

Total Fees	\$46,641.15
Total Expenses	\$0.00
TOTAL	\$46,641.15

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$41,977.03 from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

Billing Adjustments

4. Consistent with its own internal policies and to comply with the "reasonableness" requirements of section 330 of the Bankruptcy Code, K&L Gates LLP has reviewed its monthly service descriptions and has determined that certain fees and expenses should not be charged to the Debtors. In particular, K&L Gates LLP has voluntarily determined that \$558.00 in fees will not be charged to the Debtors.

Notice and Objection Procedures

5. In accordance with the Interim Compensation Order, notice of this Monthly Fee Statement has been served by e-mail upon the following parties (collectively, the "Notice Parties"): (a) the Debtors, 800-E Beatty Street, Davidson, North Carolina 28036 (Attn: Allan Tananbaum, Esq., atananbaum@tranetechnologies.com); (b) counsel to the Debtors (I) Jones Day, 77 West Wacker, Chicago, IL 60601 (Attn: Brad B. Erens, Esq., bberens@jonesday.com, Mark A. Cody, Esq., macody@jonesday.com, Caitlin K. Cahow, Esq., ckcahow@jonesday.com), and (II) Rayburn Cooper & Durham, P.A., 227 West Trade Street, Suite 1200, Charlotte, NC 28202 (Attn: C. Richard Rayburn, Jr., Esq., rrayburn@rcdlaw.net and John R. Miller, Jr., Esq., jmiller@rcdlaw.net); (c) the office of the United States Bankruptcy

Administrator, 402 West Trade Street, Suite 200, Charlotte, North Carolina 28202 (Attn: Shelley K. Abel, Esq., feeapplications@ncwba.uscourts.gov); (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc., (I) McCarter & English, LLP, 1600 Market Street, Suite 3900, Philadelphia, Pennsylvania 19103 (Attn: Philip D. Amoa, Esq., pamoam@mccarter.com), (II) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102 (Attn: Anthony Bartell, Esq., abartell@mccarter.com and Phillip S. Pavlick, Esq., ppavlick@mccarter.com), (III) McCarter & English, LLP, Worldwide Plaza, 825 Eighth Ave, 31st Floor, New York, New York 10019 (Attn: Gregory J. Mascitti, Esq., gmascitti@mccarter.com) and (IV) Burt & Cordes, PLLC, 122 Cherokee Road, Suite 1, Charlotte, North Carolina 28207 (Attn: Stacy C. Cordes, Esq., scordes@burtcordeslaw.com, (e) counsel to the Official Asbestos Claimants' Committee, (I) Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801 (Attn: Natalie D. Ramsey, Esq., nramsey@rc.com and Davis Lee Wright, Esq., dwright@rc.com), (II) Caplin & Drysdale, Chartered, One Thomas Circle, NW, Suite 1100 Washington, DC 20005 (Attn: Kevin C. Maclay, Esq., kmaclay@capdale.com, James P. Wehner, Esq., jwehner@capdale.com and Todd E. Phillips, Esq., tphillips@capdale.com) and (III) Hamilton Stephens Steele + Martin, PLLC, 525 North Tryon Street, Suite 1400, Charlotte, North Carolina 28202 (Attn: Glenn Thompson, Esq., gthompson@lawhssm.com), and (f) counsel to the Future Claims Representative, (I) Grier Wright Martinez PA, 521 E. Morehead Street, Suite 440, Charlotte, NC 28202 (Attn: Joseph W. Grier III, Esq., jgrier@grierlaw.com, A. Cotton Wright, Esq., cwright@grierlaw.com), and (II) Orrick, Herrington & Sutcliffe LLP, 2100 Pennsylvania Avenue, NW, Washington, D.C. 20037 (Jonathan P. Guy, Esq., jguy@orrick.com, Debra L. Felder, Esq., dfelder@orrick.com).

6. Pursuant to the Interim Compensation Order, objections to this Monthly Fee Statement (each, an "Objection"), if any, must be served upon K&L Gates LLP, as the

affected Retained Professional, and upon the other Notice Parties no later than January 13, 2026 (the “Objection Deadline”). Any Objection must set forth the nature of the objection and the specific amount of fees or expenses at issue.

7. Upon the expiration of the Objection Deadline, the Debtors will be authorized to pay K&L Gates LLP an amount equal to the lesser of (a) 90% of the fees and 100% of the expenses requested in this Monthly Fee Statement and (b) the aggregate amount of fees and expenses not subject to an Objection.

8. All fees and expenses in this Monthly Fee Statement will be included in the next interim fee application for compensation and reimbursement of expenses to be filed and served by K&L Gates LLP at a later date.

Dated: December 30, 2025
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR
DEBTORS AND DEBTORS IN POSSESSION

EXHIBIT A

Invoices

K&L GATES

Aldrich Pump LLC
Allan Tananbaum, Esquire
800-E Beatty Street
Davidson, North Carolina 28036

Invoice Date: December 1, 2025
Invoice Number: 100261975
K&L Gates Contact: Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	29,122.50	
10% Discount	(2,912.25)	
Total Amount Due This Matter		\$ 26,210.25

Chapter 11 Retention and Compensation (00002)

Fees	3,345.00	
10% Discount	(334.50)	
Total Amount Due This Matter		\$ 3,010.50

CURRENT INVOICE DUE - All Matters

	\$ 29,220.75
--	---------------------

BILLED INVOICE

Due and Payable upon ReceiptMail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415

Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,
500 First Ave 92
Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP
Acct No.: 1077692783

Routing/ABA: 043000096
Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.

Aldrich Pump LLC

Invoice Date: December 1, 2025

Invoice Number: 100261975

K&L Ref. Number: 0246802

Asbestos Insurance Advice - (00001)

\$26,210.25

Professional Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
03-NOV-25	Dave McGonigle	2.70	L120	Email to A. Tananbaum and team regarding insurer update call (0.1); research in response to A. Tananbaum inquiry (1.7) (3.4/2); emails with M. Evert and team regarding insurance matters (0.2) (0.4/2); emails with insurer representative regarding information request (0.1); review and analysis of preliminary expert reports (0.6) (1.2/2)	3,240.00
04-NOV-25	Dave McGonigle	2.10	L120	Emails with A. Tananbaum regarding work product (0.1); research in response to A. Tananbaum request (1.1) (2.2/2); prepare draft work product in response to A. Tananbaum request (0.9) (1.8/2)	2,520.00
05-NOV-25	Dave McGonigle	4.10	L120	Research in response to A. Tananbaum request (0.2) (0.4/2); draft work product in response to A. Tananbaum request (2.2) (4.4/2); prepare for insurer update call (0.3) (0.5/2); emails with insurer representatives regarding update call (0.2) (0.4/2); prepare for conference with insurer representatives (0.3) (0.5/2); conference with A. Tananbaum regarding insurer information request and status and planning (0.5) (1.0/2); participate in conference with insurer representatives (0.4) (0.8/2)	4,920.00
05-NOV-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
06-NOV-25	Dave McGonigle	0.10	L120	Conference with J. Safar regarding status (0.1)	120.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: December 1, 2025

Invoice Number: 100261975

K&L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
06-NOV-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
07-NOV-25	Dave McGonigle	0.90	L120	Emails with A. Tananbaum regarding information request (0.5) (0.9/2); revise draft work product in response to A. Tananbaum request (0.4) (0.8/2)	1,080.00
10-NOV-25	Dave McGonigle	1.50	L120	Review Bankruptcy Administrator's response to motion for Rule 2004 Examination (0.3) (0.6/2); review Bankruptcy Administrator's mediation motion (0.1); attention to 9019 motion status (0.4); emails with J. Miller regarding motion to approve settlement agreement (0.5); prepare draft email to OIC/L&L Scheme Administrator regarding status (0.2)	1,800.00
11-NOV-25	Dave McGonigle	1.50	L120	Emails with insurer representative regarding information request (0.1) (0.2/2); emails with A. Tananbaum and team regarding November 20 omnibus hearing (0.1) (0.2/2); emails with J. Miller and M. Cody regarding proposed order on motion to approve insurance settlement (0.1); review and analysis of Transport Insurance Company order of liquidation (0.4); emails with J. Royster regarding Transport liquidation (0.1); email to A. Tananbaum and team regarding Transport liquidation order (0.4); email to A. Tananbaum regarding status of OIC/L&O proposed settlement (0.3)	1,800.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: December 1, 2025

Invoice Number: 100261975

K&L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
12-NOV-25	Dave McGonigle	0.60	L120	Emails with J. Miller regarding motion for settlement agreement approval (0.2); email to T. Nathan regarding OIC/L&O early dividend offer status (0.2); analysis in response to A. Tananbaum inquiry (0.2)	720.00
13-NOV-25	Dave McGonigle	0.80	L120	Emails with A. Tananbaum and to T. Nathan regarding OIC/L&O agreement (0.1); prepare execution version of agreement and correspondence with T. Nathan regarding same (0.4); emails with A. Tananbaum and team regarding approval order and finalization of OIC/L&O agreement (0.1); review Maune Raichel claimant's joinder to Bankruptcy Administrator's response to motion for Rule 2004 examination (0.1); email to C. Neri regarding insurer counsel address change and updating required (0.1)	960.00
14-NOV-25	Dave McGonigle	0.80	L120	Prepare draft email to A. Tananbaum and team regarding status and strategy and planning (0.8) (1.5/2)	960.00
17-NOV-25	Dave McGonigle	1.10	L120	Email to A. Tananbaum and team regarding insurance matters (1.1) (2.1/2)	1,320.00
18-NOV-25	Dave McGonigle	0.90	L120	Conference with A. Tananbaum regarding status and planning (0.3) (0.5/2); research in response to A. Tananbaum inquiry (0.6)	1,080.00
19-NOV-25	Dave McGonigle	0.30	L120	Communications with insurer representative regarding status (0.2) (0.3/2); conference with C. Neri regarding insurer contact list updates (0.1)	360.00
20-NOV-25	Dave McGonigle	0.80	L120	Telephonic attendance at omnibus hearing (0.8) (1.5/2)	960.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: December 1, 2025

Invoice Number: 100261975

K&L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
25-NOV-25	Dave McGonigle	0.30	L120	Emails with A. Tananbaum and team regarding status and planning (0.3) (0.6/2)	360.00
25-NOV-25	Joe Safar	0.10	L120	Review e-mails regarding estimation motion (0.1) (0.2/1)	107.50
26-NOV-25	Dave McGonigle	5.50	L120	Conference with M. Evert regarding status and planning (0.2) (0.4/2); emails with M. Evert, M. Hirst and team regarding status and planning (0.8) (1.5/2); emails with insurer representative regarding status (0.1); research in response to A. Tananbaum information request (3.7); emails to A. Tananbaum regarding research results (0.7)	6,600.00
		<u>24.30</u>			<u>\$29,122.50</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Dave McGonigle	24.00	1,200.00	28,800.00
Joe Safar	<u>0.30</u>	<u>1,075.00</u>	<u>322.50</u>
	24.30		\$29,122.50

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	<u>24.30</u>	<u>29,122.50</u>
Total Fees		24.30	\$29,122.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: December 1, 2025

Invoice Number: 100261975

K&L Ref. Number: 0246802

Chapter 11 Retention and Compensation - (00002)

\$3,010.50

Professional Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
03-NOV-25	Gunjan Devnani	0.30	B160	Review draft of Sixteenth Interim Fee Application and draft correspondence to E. Steele regarding same (0.3) (0.6/2)	162.00
04-NOV-25	Emily Steele	0.40	B160	Revise Sixteenth Interim Fee Application (June 2025 - September 2025) (0.4) (0.7/2)	306.00
04-NOV-25	Gunjan Devnani	0.20	B160	Review edits from E. Steele to Sixteenth Interim Fee Application and draft correspondence to E. Steele regarding same (0.2) (0.3/2)	108.00
07-NOV-25	Dave McGonigle	0.40	B160	Review and comment on draft interim fee application (0.3) (0.5/2); attention to new timekeeper approval request (0.1) (0.2/2)	480.00
07-NOV-25	Emily Steele	0.20	B160	Revise, finalize and circulate Sixteenth Interim Fee Application (0.2) (0.3/2)	153.00
13-NOV-25	Dave McGonigle	0.90	B160	Attention to monthly fee statements (0.6) (1.1/2); attention to 2026 rate approvals (0.3) (0.6/2)	1,080.00
14-NOV-25	Dave McGonigle	0.10	B160	Correspondence to A. Tananabaum regarding proposed 2026 timekeepers and rates (0.1) (0.2/2)	120.00
21-NOV-25	Dave McGonigle	0.10	B160	Review and comment on fee statement inquiries (0.1) (0.2/2)	120.00
24-NOV-25	Dave McGonigle	0.20	B160	Review and finalize monthly fee statement (0.2) (0.4/2)	240.00
24-NOV-25	Emily Steele	0.30	B160	Analyze and revise October invoices for confidentiality, privilege and compliance with rules (0.1) (0.2/2); revise sixty-fourth monthly fee statement (October 2025) (0.2) (0.3/2)	229.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: December 1, 2025

Invoice Number: 100261975

K&L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
24-NOV-25	Gunjan Devnani	0.40	B160	Correspondence with E. Steele regarding drafting sixty-fourth monthly fee statement (0.1); draft sixty-fourth monthly fee statement and review edits to same (0.3) (0.5/2)	216.00
25-NOV-25	Emily Steele	0.10	B160	Analyze final monthly fee statement (sixty-fourth, October 2025) and circulate to debtors' counsel (0.1) (0.2/2)	76.50
25-NOV-25	Gunjan Devnani	0.10	B160	Prepare final draft of Sixty Fourth monthly fee statement and draft correspondence to E. Steele regarding same (0.1) (0.2/2)	54.00
		<u>3.70</u>			<u>\$3,345.00</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	1.00	765.00	765.00
Dave McGonigle	1.70	1,200.00	2,040.00
Associate			
Gunjan Devnani	<u>1.00</u>	540.00	<u>540.00</u>
	3.70		\$3,345.00

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>3.70</u>	<u>3,345.00</u>
Total Fees		3.70	\$3,345.00

EBILLED INVOICE

K&L GATES

K&L GATES LLP
K&L GATES CENTER
210 SIXTH AVENUE
PITTSBURGH, PA 15222-2613
T +1 412 355 6500 F +1 412 355 6501 klgates.com
Tax ID No. 25 0921018

Murray Boiler LLC
Allan Tananbaum, Esquire
800-E Beaty Street
Davidson, NC 28036

Invoice Date: December 1, 2025
Invoice Number: 100261974
K&L Gates Contact: Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	16,642.50	
10% Discount	(1,664.25)	
Total Amount Due This Matter		\$ 14,978.25

Chapter 11 Retention and Compensation (00002)

Fees	2,713.50	
10% Discount	(271.35)	
Total Amount Due This Matter		\$ 2,442.15

CURRENT INVOICE DUE - All Matters**\$ 17,420.40****EBILLED INVOICE**

Due and Payable upon Receipt

Mail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304

Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415

Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,
500 First Ave 92
Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP
Acct No.: 1077692783

Routing/ABA: 043000096
Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.

Murray Boiler LLC

Invoice Date: December 1, 2025

Invoice Number: 100261974

K&L Ref. Number: 0246801

Asbestos Insurance Advice - (00001)

\$14,978.25

Professional Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
03-NOV-25	Dave McGonigle	2.50	L120	Research in response to A. Tananbaum inquiry (1.7) (3.4/2); emails with M. Evert and team regarding insurance matters (0.2) (0.4/2); review and analysis of preliminary expert reports (0.6) (1.2/2)	3,000.00
04-NOV-25	Dave McGonigle	2.00	L120	Research in response to A. Tananbaum request (1.1) (2.2/2); prepare draft work product in response to A. Tananbaum request (0.9) (1.8/2)	2,400.00
05-NOV-25	Dave McGonigle	3.90	L120	Research in response to A. Tananbaum request (0.2) (0.4/2); draft work product in response to A. Tananbaum request (2.2) (4.4/2); prepare for insurer update call (0.2) (0.5/2); emails with insurer representatives regarding update call (0.2) (0.4/2); prepare for conference with insurer representatives (0.2) (0.5/2); conference with A. Tananbaum regarding insurer information request and status and planning (0.5) (1.0/2); participate in conference with insurer representatives (0.4) (0.8/2)	4,680.00
05-NOV-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
06-NOV-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
07-NOV-25	Dave McGonigle	0.80	L120	Emails with A. Tananbaum regarding information request (0.4) (0.9/2); revise draft work product in response to A. Tananbaum request (0.4) (0.8/2)	960.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: December 1, 2025

Invoice Number: 100261974

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
10-NOV-25	Dave McGonigle	0.30	L120	Review Bankruptcy Administrator's response to motion for Rule 2004 Examination (0.3) (0.6/2)	360.00
11-NOV-25	Dave McGonigle	0.20	L120	Emails with insurer representative regarding information request (0.1) (0.2/2); emails with A. Tananbaum and team regarding November 20 omnibus hearing (0.1) (0.2/2)	240.00
14-NOV-25	Dave McGonigle	0.70	L120	Prepare draft email to A. Tananbaum and team regarding status and strategy and planning (0.7) (1.5/2)	840.00
17-NOV-25	Dave McGonigle	1.00	L120	Email to A. Tananbaum and team regarding insurance matters (1.0) (2.1/2)	1,200.00
18-NOV-25	Dave McGonigle	0.20	L120	Conference with A. Tananbaum regarding status and planning (0.2) (0.5/2)	240.00
19-NOV-25	Dave McGonigle	0.10	L120	Communications with insurer representative regarding status (0.1) (0.3/2)	120.00
20-NOV-25	Dave McGonigle	0.70	L120	Telephonic attendance at omnibus hearing (0.7) (1.5/2)	840.00
25-NOV-25	Dave McGonigle	0.30	L120	Emails with A. Tananbaum and team regarding status and planning (0.3) (0.6/2)	360.00
25-NOV-25	Joe Safar	0.10	L120	Review e-mails regarding estimation motion (0.1) (0.2/1)	107.50
26-NOV-25	Dave McGonigle	0.90	L120	Conference with M. Evert regarding status and planning (0.2) (0.4/2); emails with M. Evert, M. Hirst and team regarding status and planning (0.7) (1.5/2)	1,080.00
13.90					
					\$16,642.50

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

December 1, 2025

Invoice Number:

100261974

K&L Ref. Number:

0246801

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Dave McGonigle	13.60	1,200.00	16,320.00
Joe Safar	0.30	1,075.00	322.50
	13.90		\$16,642.50

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	13.90	16,642.50
Total Fees		13.90	\$16,642.50

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: December 1, 2025

Invoice Number: 100261974

K&L Ref. Number: 0246801

Chapter 11 Retention and Compensation - (00002)

\$2,442.15

Professional Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
03-NOV-25	Gunjan Devnani	0.30	B160	Review draft of Sixteenth Interim Fee Application and draft correspondence to E. Steele regarding same (0.3) (0.6/2)	162.00
04-NOV-25	Emily Steele	0.30	B160	Revise Sixteenth Interim Fee Application (June 2025 - September 2025) (0.3) (0.7/2)	229.50
04-NOV-25	Gunjan Devnani	0.10	B160	Review edits from E. Steele to Sixteenth Interim Fee Application and draft correspondence to E. Steele regarding same (0.1) (0.3/2)	54.00
07-NOV-25	Dave McGonigle	0.30	B160	Review and comment on draft interim fee application (0.2) (0.5/2); attention to new timekeeper approval request (0.1) (0.2/2)	360.00
07-NOV-25	Emily Steele	0.10	B160	Revise, finalize and circulate Sixteenth Interim Fee Application (0.1) (0.3/2)	76.50
13-NOV-25	Dave McGonigle	0.80	B160	Attention to monthly fee statements (0.5) (1.1/2); attention to 2026 rate approvals (0.3) (0.6/2)	960.00
14-NOV-25	Dave McGonigle	0.10	B160	Correspondence to A. Tananabaum regarding proposed 2026 timekeepers and rates (0.1) (0.2/2)	120.00
21-NOV-25	Dave McGonigle	0.10	B160	Review and comment on fee statement inquiries (0.1) (0.2/2)	120.00
24-NOV-25	Dave McGonigle	0.20	B160	Review and finalize monthly fee statement (0.2) (0.4/2)	240.00
24-NOV-25	Emily Steele	0.20	B160	Analyze and revise October invoices for confidentiality, privilege and compliance with rules (0.1) (0.2/2); revise sixty-fourth monthly fee statement (October 2025) (0.1) (0.3/2)	153.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: December 1, 2025

Invoice Number: 100261974

K&L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
24-NOV-25	Gunjan Devnani	0.20	B160	Draft sixty-fourth monthly fee statement and review edits to same (0.2) (0.5/2)	108.00
25-NOV-25	Emily Steele	0.10	B160	Analyze final monthly fee statement (sixty-fourth, October 2025) and circulate to debtors' counsel (0.1) (0.2/2)	76.50
25-NOV-25	Gunjan Devnani	0.10	B160	Prepare final draft of Sixty Fourth monthly fee statement and draft correspondence to E. Steele regarding same (0.1) (0.2/2)	54.00
		<u>2.90</u>			<u>\$2,713.50</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	0.70	765.00	535.50
Dave McGonigle	1.50	1,200.00	1,800.00
Associate			
Gunjan Devnani	<u>0.70</u>	540.00	<u>378.00</u>
	<u>2.90</u>		<u>\$2,713.50</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>2.90</u>	<u>2,713.50</u>
Total Fees		2.90	\$2,713.50

EBILLED INVOICE

**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)

**SIXTY-SIXTH MONTHLY STATEMENT OF FEES AND EXPENSES INCURRED BY
K&L GATES LLP AS SPECIAL INSURANCE COUNSEL FOR THE DEBTORS FOR
THE PERIOD FROM DECEMBER 1, 2025 THROUGH DECEMBER 31, 2025**

In accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. No. 171] and the *Agreed Order Amending Order Establishing Procedures For Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 3008] (the "Interim Compensation Order"), K&L Gates LLP, special insurance counsel to Aldrich Pump LLC and Murray Boiler LLC as debtors and debtors in possession (together, the "Debtors"), submits its *Sixty-Sixth Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period From December 1, 2025 Through December 31, 2025* (the "Monthly Fee Statement").

Itemization of Services Rendered and Expenses Incurred

1. Attached hereto as Exhibit A are K&L Gates LLP's invoices for the period December 1, 2025 through December 31, 2025 (the "Statement Period").

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.

Total Fees and Expenses for the Statement Period

2. The total amounts of fees and expenses incurred by K&L Gates LLP during the Statement Period are as follows:

Total Fees	\$16,941.60
Total Expenses	\$0.00
TOTAL	\$16,941.60

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$15,247.44 from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

Billing Adjustments

4. Consistent with its own internal policies and to comply with the "reasonableness" requirements of section 330 of the Bankruptcy Code, K&L Gates LLP has reviewed its monthly service descriptions and has determined that certain fees and expenses should not be charged to the Debtors. In particular, K&L Gates LLP has voluntarily determined that \$120.00 in fees will not be charged to the Debtors.

Notice and Objection Procedures

5. In accordance with the Interim Compensation Order, notice of this Monthly Fee Statement has been served by e-mail upon the following parties (collectively, the "Notice Parties"): (a) the Debtors, 800-E Beatty Street, Davidson, North Carolina 28036 (Attn: Allan Tananbaum, Esq., atananbaum@tranetechnologies.com); (b) counsel to the Debtors (I) Jones Day, 110 North Wacker Drive, Suite 4800, Chicago, IL 60606 (Attn: Brad B. Erens, Esq., bberens@jonesday.com, Mark A. Cody, Esq., macody@jonesday.com, Caitlin K. Cahow, Esq., ckcahow@jonesday.com), and (II) Rayburn Cooper & Durham, P.A., 227 West Trade Street, Suite 1200, Charlotte, NC 28202 (Attn: C. Richard Rayburn, Jr., Esq., rrayburn@rcdlaw.net and John R. Miller, Jr., Esq., jmiller@rcdlaw.net); (c) the office of the

United States Bankruptcy Administrator, 401 West Trade Street, Suite 2400, Charlotte, North Carolina 28202 (Attn: Shelley K. Abel, Esq., feeapplications@ncwba.uscourts.gov); (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc., (I) McCarter & English, LLP, 1600 Market Street, Suite 3900, Philadelphia, Pennsylvania 19103 (Attn: Philip D. Amoa, Esq., pamoa@mccarter.com), (II) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102 (Attn: Anthony Bartell, Esq., abartell@mccarter.com and Phillip S. Pavlick, Esq., ppavlick@mccarter.com), (III) McCarter & English, LLP, Worldwide Plaza, 825 Eighth Ave, 31st Floor, New York, New York 10019 (Attn: Gregory J. Mascitti, Esq., gmascitti@mccarter.com) and (IV) Burt & Cordes, PLLC, 1057 E. Moorehead Street, Suite 120, Charlotte, North Carolina 28204 (Attn: Stacy C. Cordes, Esq., scordes@burtcordeslaw.com, (e) counsel to the Official Asbestos Claimants' Committee, (I) Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801 (Attn: Natalie D. Ramsey, Esq., nramsey@rc.com and Davis Lee Wright, Esq., dwright@rc.com), and (II) Hamilton Stephens Steele + Martin, PLLC, 525 North Tryon Street, Suite 1400, Charlotte, North Carolina 28202 (Attn: Rob Cox, Esq., rcox@lawhssm.com and Glenn Thompson, Esq., gthompson@lawhssm.com), and (f) counsel to the Future Claimants' Representative, (I) Orrick, Herrington & Sutcliffe LLP, 2100 Pennsylvania Ave, NW, Washington, D.C. 20037 (Attn: Jonathan P. Guy, jguy@orrick.com) and (II) Grier Wright Martinez PA, 521 E. Morehead Street, Suite 440, Charlotte, NC 28202 (Attn: A. Cotton Wright, Esq., cwright@grierlaw.com).

6. Pursuant to the Interim Compensation Order, objections to this Monthly Fee Statement (each, an "Objection"), if any, must be served upon K&L Gates LLP, as the affected Retained Professional, and upon the other Notice Parties no later than February 13, 2026

(the “Objection Deadline”). Any Objection must set forth the nature of the objection and the specific amount of fees or expenses at issue.

7. Upon the expiration of the Objection Deadline, the Debtors will be authorized to pay K&L Gates LLP an amount equal to the lesser of (a) 90% of the fees and 100% of the expenses requested in this Monthly Fee Statement and (b) the aggregate amount of fees and expenses not subject to an Objection.

8. All fees and expenses in this Monthly Fee Statement will be included in the next interim fee application for compensation and reimbursement of expenses to be filed and served by K&L Gates LLP at a later date.

Dated: January 30, 2026
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR
DEBTORS AND DEBTORS IN POSSESSION

EXHIBIT A

Invoices

K&L GATES

Aldrich Pump LLC
Allan Tananbaum, Esquire
800-E Beatty Street
Davidson, North Carolina 28036

Invoice Date: January 1, 2026
Invoice Number: 100271351
K&L Gates Contact: Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	8,907.50	
10% Discount	(890.75)	
Total Amount Due This Matter		\$ 8,016.75

Chapter 11 Retention and Compensation (00002)

Fees	2,079.00	
10% Discont	(207.90)	
Total Amount Due This Matter		\$ 1,871.10

CURRENT INVOICE DUE - All Matters

	\$ 9,887.85
--	--------------------

BILLED INVOICE

Due and Payable upon ReceiptMail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415

Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,
500 First Ave 92
Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP
Acct No.: 1077692783

Routing/ABA: 043000096
Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.

Aldrich Pump LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271351

K&L Ref. Number:

0246802

Asbestos Insurance Advice - (00001)**\$8,016.75****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-DEC-25	Dave McGonigle	1.10	L120	Review status and prepare for insurer update call (0.3) (0.6/2); conference with J. Safar regarding status and planning (0.2) (0.3/2); conference with A. Tananbaum and team regarding status and planning (0.4) (0.8/2); follow-up conference with J. Safar regarding next steps (0.1) (0.2/2); conference with insurer representative regarding status and planning (0.1)	1,320.00
01-DEC-25	Joe Safar	0.60	L120	Confer with D. McGonigle regarding preparation for insurer call (0.2) (0.3/2); confer with Debtors' counsel regarding preparation for insurer call (partial attendance) (0.3) (0.5/2); confer with D. McGonigle regarding follow-up to same (0.1) (0.2/2)	645.00
02-DEC-25	Dave McGonigle	1.30	L120	Conference with B. Erens regarding status and planning (0.1); review work product regarding status and strategy (0.2) (0.3/2); conference with insurer representative regarding status and planning (0.2) (0.4/2); email to A. Tananbaum and team regarding status and planning (0.3) (0.5/2); participate in insurer update call (0.3) (0.6/2); follow-up emails to insurers and team regarding information request (0.1) (0.2/2); conference with J. Safar regarding insurance update call follow-up (0.1)	1,560.00
02-DEC-25	Joe Safar	0.40	L120	Attend Insurer update call (0.3) (0.6/2); prepare and follow up for call (0.1) (0.2/.2)	430.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271351

K&L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
08-DEC-25	Dave McGonigle	0.70	L120	Attention to A. Tananbaum information request (0.2); review discovery-related background material from J. Miller (0.3) (0.5/2); conference with J. Safar regarding status (0.1) (0.2/2); review docket updates (0.1)	840.00
11-DEC-25	Dave McGonigle	0.40	L120	Review responses to the FCR's estimation motion (0.4) (0.8/2)	480.00
12-DEC-25	Dave McGonigle	0.10	L120	Review FCR's reply in support of estimation motion (0.1) (0.2/2)	120.00
15-DEC-25	Dave McGonigle	0.40	L120	Review Stout invoices for privilege and confidentiality (0.1); email to insurer representative in response to information request (0.1); review OIC/L&O scheme administrator information request (0.1); email to A. Tananbaum regarding OIC/L&O scheme administrator information request (0.1)	480.00
16-DEC-25	Dave McGonigle	0.30	L120	Email to A. Tananbaum regarding information request (0.3)	360.00
17-DEC-25	Dave McGonigle	0.50	L120	Telephonic attendance at omnibus hearing (0.5) (1.0/2)	600.00
19-DEC-25	Dave McGonigle	0.10	L120	Email to A. Tananbaum and team regarding status and planning (0.1) (0.2/2)	120.00
22-DEC-25	Dave McGonigle	1.00	L120	Conference with M. Cody and J. Safar regarding insurance issues and planning (0.7) (1.4/2); follow-up conference with J. Safar regarding insurance status and planning (0.1); email to D. Ramljak regarding insurance work product (0.1) (0.2/2); emails with A. Tananbaum regarding OIC/L&O questionnaire responses (0.1)	1,200.00
22-DEC-25	Joe Safar	0.70	L120	Confer with M. Cody and D. McGonigle regarding insurance issues (0.7) (1.4/2)	752.50
7.60					
					\$8,907.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271351

K&L Ref. Number:

0246802

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Dave McGonigle	5.90	1,200.00	7,080.00
Joe Safar	1.70	1,075.00	1,827.50
	<u>7.60</u>		<u>\$8,907.50</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	7.60	8,907.50
Total Fees		<u>7.60</u>	<u>\$8,907.50</u>

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271351

K&L Ref. Number:

0246802

Chapter 11 Retention and Compensation - (00002)**\$1,871.10****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-DEC-25	Emily Steele	0.10	B160	Review proposed order granting sixteenth interim fee application (June - September 2025) (0.1)	76.50
01-DEC-25	Gunjan Devnani	0.40	B160	Draft proposed order for Sixty-Fourth Interim Fee Application (0.4) (0.7/2)	216.00
08-DEC-25	Dave McGonigle	0.10	B160	Attention to recent approval order and outstanding invoices (0.1)	120.00
15-DEC-25	Dave McGonigle	0.50	B160	Prepare monthly fee statement (0.2) (0.4/2); attention to invoice reconciliation (0.3) (0.6/2)	600.00
18-DEC-25	Gunjan Devnani	0.30	B160	Draft Sixty-Fifth monthly fee statement (0.3) (0.5/2)	162.00
19-DEC-25	Emily Steele	0.20	B160	Analyze draft of Sixty-Fifth Monthly Fee Statement (November 2025) (0.1) (0.2/2); analyze November invoices for confidentiality, privilege and rule compliance (0.1)	153.00
19-DEC-25	Gunjan Devnani	0.20	B160	Draft Sixty-Fifth monthly fee statement (0.2) (0.4/2)	108.00
22-DEC-25	Dave McGonigle	0.30	B160	Review and approve draft fee statement (0.1) (0.2/2); conference with E. Steele regarding retention questions (0.2) (0.3/2)	360.00
22-DEC-25	Emily Steele	0.30	B160	Review final monthly fee statement (November 2025) and correspondence with debtors' counsel regarding same (0.1); strategize with D. McGonigle regarding issues related to retention scope (0.2) (0.3/2)	229.50
22-DEC-25	Gunjan Devnani	0.10	B160	Prepare Sixty-Fifth monthly fee statement and exhibits (0.1) (0.2/2)	54.00
		2.50			\$2,079.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271351

K&L Ref. Number:

0246802

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	0.60	765.00	459.00
Dave McGonigle	0.90	1,200.00	1,080.00
Associate			
Gunjan Devnani	1.00	540.00	540.00
	<u>2.50</u>		<u>\$2,079.00</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	2.50	2,079.00
	Total Fees	<u>2.50</u>	<u>\$2,079.00</u>

EBILLED INVOICE

K&L GATES

Murray Boiler LLC
Allan Tananbaum, Esquire
800-E Beaty Street
Davidson, NC 28036

Invoice Date:
Invoice Number:
K&L Gates Contact:

January 1, 2026
100271350
Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	6,412.50	
10% Discount	(641.25)	
Total Amount Due This Matter		\$ 5,771.25

Chapter 11 Retention and Compensation (00002)

Fees	1,425.00	
10% Discount	(142.50)	
Total Amount Due This Matter		\$ 1,282.50

CURRENT INVOICE DUE - All Matters**\$ 7,053.75****EBILLED INVOICE**

Due and Payable upon Receipt

Mail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415

Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,
500 First Ave 92
Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP
Acct No.: 1077692783

Routing/ABA: 043000096
Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.

Murray Boiler LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271350

K&L Ref. Number:

0246801

Asbestos Insurance Advice - (00001)**\$5,771.25****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-DEC-25	Dave McGonigle	0.90	L120	Review status and prepare for insurer update call (0.3) (0.6/2); conference with J. Safar regarding status and planning (0.1) (0.3/2); conference with A. Tananbaum and team regarding status and planning (0.4) (0.8/2); follow-up conference with J. Safar regarding next steps (0.1) (0.2/2)	1,080.00
01-DEC-25	Joe Safar	0.40	L120	Confer with D. McGonigle regarding preparation for insurer call (0.1) (0.3/2); confer with Debtors' counsel regarding preparation for insurer call (partial attendance) (0.2) (0.5/2); confer with D. McGonigle regarding follow-up to same (0.1) (0.2/2)	430.00
02-DEC-25	Dave McGonigle	0.90	L120	Review work product regarding status and strategy (0.1) (0.3/2); conference with insurer representative regarding status and planning (0.2) (0.4/2); email to A. Tananbaum and team regarding status and planning (0.2) (0.5/2); participate in insurer update call (0.3) (0.6/2); follow-up emails to insurers and team regarding information request (0.1) (0.2/2)	1,080.00
02-DEC-25	Joe Safar	0.40	L120	Attend Insurer update call (0.3) (0.6/2); prepare and follow up for call (0.1) (0.2/.2)	430.00
08-DEC-25	Dave McGonigle	0.30	L120	Review discovery-related background material from J. Miller (0.2) (0.5/2); conference with J. Safar regarding status (0.1) (0.2/2)	360.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271350

K&L Ref. Number:

0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
11-DEC-25	Dave McGonigle	0.40	L120	Review responses to the FCR's estimation motion (0.4) (0.8/2)	480.00
12-DEC-25	Dave McGonigle	0.10	L120	Review FCR's reply in support of estimation motion (0.1) (0.2/2)	120.00
17-DEC-25	Dave McGonigle	0.50	L120	Telephonic attendance at omnibus hearing (0.5) (1.0/2)	600.00
19-DEC-25	Dave McGonigle	0.10	L120	Email to A. Tananbaum and team regarding status and planning (0.1) (0.2/2)	120.00
22-DEC-25	Dave McGonigle	0.80	L120	Conference with M. Cody and J. Safar regarding insurance issues and planning (0.7) (1.4/2); email to D. Ramlijak regarding insurance work product (0.1) (0.2/2)	960.00
22-DEC-25	Joe Safar	0.70	L120	Confer with M. Cody and D. McGonigle regarding insurance issues (0.7) (1.4/2)	752.50
		<u>5.50</u>			<u>\$6,412.50</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Dave McGonigle	4.00	1,200.00	4,800.00
Joe Safar	<u>1.50</u>	<u>1,075.00</u>	<u>1,612.50</u>
	5.50		\$6,412.50

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	<u>5.50</u>	<u>6,412.50</u>
Total Fees		5.50	\$6,412.50

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271350

K&L Ref. Number:

0246801

Chapter 11 Retention and Compensation - (00002)**\$1,282.50****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-DEC-25	Gunjan Devnani	0.30	B160	Draft proposed order for Sixty-Fourth Interim Fee Application (0.3) (0.7/2)	162.00
15-DEC-25	Dave McGonigle	0.50	B160	Prepare monthly fee statement (0.2) (0.4/2); attention to invoice reconciliation (0.3) (0.6/2)	600.00
18-DEC-25	Gunjan Devnani	0.20	B160	Draft Sixty-Fifth monthly fee statement (0.2) (0.5/2)	108.00
19-DEC-25	Emily Steele	0.10	B160	Analyze draft of Sixty-Fifth Monthly Fee Statement (November 2025) (0.1) (0.2/2)	76.50
19-DEC-25	Gunjan Devnani	0.20	B160	Draft Sixty-Fifth monthly fee statement (0.2) (0.4/2)	108.00
22-DEC-25	Dave McGonigle	0.20	B160	Review and approve draft fee statement (0.1) (0.2/2); conference with E. Steele regarding retention questions (0.1) (0.3/2)	240.00
22-DEC-25	Emily Steele	0.10	B160	Strategize with D. McGonigle regarding issues related to retention scope (0.1) (0.3/2)	76.50
22-DEC-25	Gunjan Devnani	0.10	B160	Prepare Sixty-Fifth monthly fee statement and exhibits (0.1) (0.2/2)	54.00
		<u>1.70</u>			<u>\$1,425.00</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	0.20	765.00	153.00
Dave McGonigle	0.70	1,200.00	840.00
Associate			
Gunjan Devnani	<u>0.80</u>	540.00	<u>432.00</u>
	<u>1.70</u>		<u>\$1,425.00</u>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

January 1, 2026

Invoice Number:

100271350

K&L Ref. Number:

0246801

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	1.70	1,425.00
Total Fees		1.70	\$1,425.00

EBILLED INVOICE

**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)

**SIXTY-SEVENTH MONTHLY STATEMENT OF FEES AND EXPENSES INCURRED
BY K&L GATES LLP AS SPECIAL INSURANCE COUNSEL FOR THE DEBTORS
FOR THE PERIOD FROM JANUARY 1, 2026 THROUGH JANUARY 31, 2026**

In accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. No. 171] and the *Agreed Order Amending Order Establishing Procedures For Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 3008] (the "Interim Compensation Order"), K&L Gates LLP, special insurance counsel to Aldrich Pump LLC and Murray Boiler LLC as debtors and debtors in possession (together, the "Debtors"), submits its *Sixty-Seventh Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period From January 1, 2026 Through January 31, 2026* (the "Monthly Fee Statement").

Itemization of Services Rendered and Expenses Incurred

1. Attached hereto as Exhibit A are K&L Gates LLP's invoices for the period January 1, 2026 through January 31, 2026 (the "Statement Period").

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.

Total Fees and Expenses for the Statement Period

2. The total amounts of fees and expenses incurred by K&L Gates LLP during the Statement Period are as follows:

Total Fees	\$56,528.10
Total Expenses	\$0.00
TOTAL	\$56,528.10

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$50,875.29 from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

Notice and Objection Procedures

4. In accordance with the Interim Compensation Order, notice of this Monthly Fee Statement has been served by e-mail upon the following parties (collectively, the "Notice Parties"): (a) the Debtors, 800-E Beatty Street, Davidson, North Carolina 28036 (Attn: Allan Tananbaum, Esq., atananbaum@tranetechnologies.com); (b) counsel to the Debtors (I) Jones Day, 110 North Wacker Drive, Suite 4800, Chicago, IL 60606 (Attn: Brad B. Erens, Esq., bberens@jonesday.com, Mark A. Cody, Esq., macody@jonesday.com, Caitlin K. Cahow, Esq., ckcahow@jonesday.com), and (II) Rayburn Cooper & Durham, P.A., 227 West Trade Street, Suite 1200, Charlotte, NC 28202 (Attn: C. Richard Rayburn, Jr., Esq., rrayburn@rcdlaw.net and John R. Miller, Jr., Esq., jmiller@rcdlaw.net); (c) the office of the United States Bankruptcy Administrator, 401 West Trade Street, Suite 2400, Charlotte, North Carolina 28202 (Attn: Shelley K. Abel, Esq., feeapplications@ncwba.uscourts.gov); (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc., (I) McCarter & English, LLP, 1600 Market Street, Suite 3900, Philadelphia, Pennsylvania 19103 (Attn: Philip D. Amoa, Esq., pamoamccarter.com), (II) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102 (Attn: Anthony Bartell, Esq.,

abartell@mccarter.com and Phillip S. Pavlick, Esq., ppavlick@mccarter.com), (III) McCarter & English, LLP, Worldwide Plaza, 825 Eighth Ave, 31st Floor, New York, New York 10019 (Attn: Gregory J. Mascitti, Esq., gmascitti@mccarter.com) and (IV) Burt & Cordes, PLLC, 1057 E. Moorehead Street, Suite 120, Charlotte, North Carolina 28204 (Attn: Stacy C. Cordes, Esq., scordes@burtcordeslaw.com, (e) counsel to the Official Asbestos Claimants' Committee, (I) Robinson & Cole LLP, 1201 North Market Street, Suite 1406, Wilmington, Delaware 19801 (Attn: Natalie D. Ramsey, Esq., nramsey@rc.com and Davis Lee Wright, Esq., dwright@rc.com), and (II) Hamilton Stephens Steele + Martin, PLLC, 525 North Tryon Street, Suite 1400, Charlotte, North Carolina 28202 (Attn: Rob Cox, Esq., rcox@lawhssm.com and Glenn Thompson, Esq., gthompson@lawhssm.com), and (f) counsel to the Future Claimants' Representative, (I) Orrick, Herrington & Sutcliffe LLP, 2100 Pennsylvania Ave, NW, Washington, D.C. 20037 (Attn: Jonathan P. Guy, jguy@orrick.com) and (II) Grier Wright Martinez PA, 521 E. Morehead Street, Suite 440, Charlotte, NC 28202 (Attn: A. Cotton Wright, Esq., cwright@grierlaw.com).

5. Pursuant to the Interim Compensation Order, objections to this Monthly Fee Statement (each, an "Objection"), if any, must be served upon K&L Gates LLP, as the affected Retained Professional, and upon the other Notice Parties no later than March 18, 2026 (the "Objection Deadline"). Any Objection must set forth the nature of the objection and the specific amount of fees or expenses at issue.

6. Upon the expiration of the Objection Deadline, the Debtors will be authorized to pay K&L Gates LLP an amount equal to the lesser of (a) 90% of the fees and 100% of the expenses requested in this Monthly Fee Statement and (b) the aggregate amount of fees and expenses not subject to an Objection.

7. All fees and expenses in this Monthly Fee Statement will be included in the next interim fee application for compensation and reimbursement of expenses to be filed and served by K&L Gates LLP at a later date.

Dated: March 4, 2026
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR
DEBTORS AND DEBTORS IN POSSESSION

EXHIBIT A

Invoices

210 SIXTH AVENUE

PITTSBURGH, PA 15222-2613

T +1 412 355 6500 F +1 412 355 6501 klgates.com

Tax ID No. 25 0921018

K&L GATES

Aldrich Pump LLC
Allan Tananbaum, Esquire
800-E Beatty Street
Davidson, North Carolina 28036

Invoice Date:
Invoice Number:
K&L Gates Contact:

February 1, 2026
100282529
Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	32,712.50	
10% Discount	(3,271.25)	
Total Amount Due This Matter		\$ 29,441.25

Chapter 11 Retention and Compensation (00002)

Fees	2,410.50	
10% Discount	(241.05)	
Total Amount Due This Matter		\$ 2,169.45

CURRENT INVOICE DUE - All Matters**\$ 31,610.70****EBILLED INVOICE**

Due and Payable upon Receipt

Mail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415

Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,
500 First Ave 92
Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP
Acct No.: 1077692783

Routing/ABA: 043000096
Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

Asbestos Insurance Advice - (00001)**\$29,441.25****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
05-JAN-26	Dave McGonigle	0.30	L120	Conference with A. Tananbaum regarding status and planning (0.3) (0.5/2)	382.50
06-JAN-26	Dave McGonigle	0.70	L120	Conference with B. Erens regarding status and planning (0.2) (0.3/2); prepare financial disclosure form for OIC and L&O administrators (0.3); email to A. Tananbaum regarding financial disclosure form (0.2)	892.50
07-JAN-26	Dave McGonigle	0.30	L120	Review work product regarding insurance issues (0.2) (0.4/2); communications with M. Uddin and D. Ramljak regarding status and planning (0.1) (0.2/2)	382.50
08-JAN-26	Dave McGonigle	0.60	L120	Conference with D. Ramljak and M. Cortens regarding insurance analysis (0.4) (0.8/2); conference with J. Safar regarding status and planning (0.1) (0.2/2); emails from J. Miller and to A. Tananbaum regarding omnibus hearing (0.1)	765.00
08-JAN-26	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and planning (0.1) (0.2/2)	112.50
09-JAN-26	Dave McGonigle	1.70	L120	Confer with J. Safar regarding status (0.1) (0.2/2); emails with team regarding insurer inquiry and planning (0.2) (0.4/2); conference with M. Uddin regarding status and planning (0.3) (0.6/2); review draft mediation order and related correspondence (0.4) (0.8/2); conference with M. Evert regarding status (0.2) (0.3/2); follow-up emails with team regarding draft mediation order and status order (0.5) (0.9/2)	2,167.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
09-JAN-26	Joe Safar	0.10	L 120	Confer with D. McGonigle regarding insurer update issues (0.1) (0.2/2)	112.50
12-JAN-26	Dave McGonigle	1.60	L 120	Finalize and execute financial disclosure forms for OCI/L&O Scheme Administrators Disclosure (0.4); review course of dealings and underlying documents regarding reorganization provided to OIC/L&O Scheme Administrators (0.4); correspondence to E. Silvester regarding financial disclosure forms (0.3); conferences with insurer representatives regarding status and planning (0.1) (0.2/2); planning for insurer update call (0.2) (0.3/2); communications with B. Erens regarding status and planning (0.2) (0.4/2)	2,040.00
13-JAN-26	Dave McGonigle	0.10	L 120	Emails with B. Erens and J. Miller and conference with insurer representative regarding omnibus hearing (0.1)	127.50
14-JAN-26	Dave McGonigle	0.10	L 120	Conference with D. Ramjak regarding insurance work product (0.1) (0.2/2)	127.50
15-JAN-26	Dave McGonigle	1.80	L 120	Telephonic participation in omnibus hearing (1.3) (2.6/2); research in response to A. Tananbaum request (0.5)	2,295.00
16-JAN-26	Dave McGonigle	1.40	L 120	Review work product in preparation for planning call with B. Erens (0.8) (1.6/2); conference with B. Erens regarding status and planning (0.5) (1.0/2); email to A. Tananbaum regarding status and planning (0.1) (0.2/2)	1,785.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
17-JAN-26	Dave McGonigle	2.20	L120	Draft workplan and summary in connection with client work product (1.9) (3.8/2); emails with J. Safar regarding workplan and status (0.1) (0.2/2); email to M. Westbrook regarding workplan and status (0.1) (0.2/2); email to D. Aceto regarding workplan and status (0.1) (0.2/2)	2,805.00
18-JAN-26	Joe Safar	0.40	L120	Review work product regarding insurance issues (0.2) (0.4/2); e-mail with D. McGonigle regarding same (0.2) (0.3/2)	450.00
21-JAN-26	Dave McGonigle	3.50	L120	Emails with insurer representative regarding information request (0.2); revise draft workplan for ongoing project (0.2) (0.4/2); research and review work product in preparation for conference with B. Erens (0.9) (1.7/2); conference with B. Erens regarding status and planning (0.5) (1.0/2); prepare for insurer update call (0.3) (0.6/2); conference with A. Tananbaum, B. Erens, M. Evert, M. Hirst and J. Safar regarding status and planning (0.3) (0.5/2); participate in insurance update call (0.2) (0.3/2); conference with A. Tananbaum, B. Erens, M. Evert and J. Safar regarding status and planning (0.4) (0.7/2); emails with insurer representative regarding status update (0.1); emails with M. Uddin regarding work product request and status (0.1) (0.2/2); communications with D. Ramljak regarding insurance work product (0.3) (0.5/2)	4,462.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
21-JAN-26	Joe Safar	0.80	L120	Confer with client, debtor's counsel and D. McGonigle regarding status and preparation for insurer update call (0.3) (0.5/2); confer with insurer representatives regarding update (0.1) (0.2/2); confer with client, debtor's counsel and D. McGonigle regarding strategy (0.4) (0.7/2)	900.00
22-JAN-26	Dave McGonigle	0.20	L120	Attention to work product and path forward (0.2) (0.4/2)	255.00
23-JAN-26	Dave McGonigle	2.30	L120	Conference with insurer representative regarding status and planning (0.1) (0.2/2); research counsel updates and analysis of contact list (0.7) (1.4/2); conferences with C. Neri regarding updated counsel information and lists (0.4) (0.7/2); email from and conference with D. Ramljak regarding insurance work product (0.2) (0.4/2); conference with insurer representative regarding status (0.1); email to B. Erens and A. Johnston regarding insurer information (0.1); conference with insurer representative regarding status and planning (0.1) (0.2/2); emails with insurer representatives regarding information request (0.1) (0.2/2); research insurer information requests (0.1) (0.2/2); email to C. Neri regarding work product regarding insurer information requests (0.1); conference with B. Erens regarding insurance issues and strategy and planning (0.2) (0.4/2); emails with M. Uddin regarding work product planning (0.1)	2,932.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
26-JAN-26	Dave McGonigle	1.50	L120	Attention to information request from Jones Day (0.2) (0.4/2); research and analysis regarding insurance-related work product (1.1) (2.2/2); emails to insurer representatives regarding information request (0.2) (0.3/2)	1,912.50
27-JAN-26	Dave McGonigle	0.20	L120	Emails to M. Hirst and team regarding responses to insurer information requests (0.2) (0.3/2)	255.00
28-JAN-26	Dave McGonigle	0.10	L120	Communications with M. Westbrook regarding status (0.1)	127.50
29-JAN-26	Dave McGonigle	2.70	L120	Research and review work product files (2.1) (4.1/2); email to B. Erens regarding work product and status (0.5) (1.0/2); emails with team regarding status (0.1) (0.2/2)	3,442.50
29-JAN-26	Mike Nelson	0.40	L120	Review Jones Day memo to consider coverage implications (0.4) (0.8/2)	380.00
29-JAN-26	David Aceto	0.60	L120	Analyze insurance-related work product (0.6) (1.2/2)	630.00
30-JAN-26	Dave McGonigle	0.80	L120	Participate in work-in-process call (0.4) (0.7/2); conference with team regarding status and planning (0.2) (0.4/2); emails with party in interest representative regarding insurance inquiry (0.1); review Stout invoices for privilege and confidentiality (0.1)	1,020.00
30-JAN-26	Mike Nelson	0.60	L120	Review memoranda regarding insurance options for reorganization (0.6) (1.2/2)	570.00
30-JAN-26	Erin Fleury	0.20	L120	Discussion regarding insurance-related work product and questions (0.2) (0.3/2)	150.00
30-JAN-26	David Aceto	0.20	L120	Conference to analyze insurance-related work product (0.2) (0.3/2)	210.00
31-JAN-26	Dave McGonigle	0.80	L120	Review and analysis of Jones Day work product (0.8) (1.5/2)	1,020.00
		26.30			\$32,712.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Mike Nelson	1.00	950.00	950.00
Dave McGonigle	22.90	1,275.00	29,197.50
Joe Safar	1.40	1,125.00	1,575.00
Counsel			
Erin Fleury	0.20	750.00	150.00
Senior Of Counsel			
David Aceto	0.80	1,050.00	840.00
	26.30		\$32,712.50

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	26.30	32,712.50
Total Fees		26.30	\$32,712.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

Chapter 11 Retention and Compensation - (00002)**\$2,169.45****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
02-JAN-26	Dave McGonigle	0.20	B160	Correspondence with A. Tananbaum regarding rate approvals (0.1) (0.2/2); emails with A. Tananbaum regarding potential follow-up work (0.1)	255.00
05-JAN-26	Dave McGonigle	0.20	B160	Attention to retention agreement and rate issues (0.1) (0.2/2); emails with M. Westbrook and E. Steele regarding retention agreement and rate issues (0.1) (0.2/2)	255.00
05-JAN-26	Emily Steele	0.40	B160	Analyze and advise regarding billing and compensation related matters (0.4) (0.8/2)	360.00
13-JAN-26	Gunjan Devnani	0.10	B160	Correspondence with M. Westbrook regarding client disclosures (0.1) (0.2/2)	54.00
22-JAN-26	Dave McGonigle	0.20	B160	Prepare monthly fee statements (0.2) (0.4/2)	255.00
26-JAN-26	Dave McGonigle	0.10	B160	Emails with G. Devnani and to team regarding fee application status (0.1)	127.50
27-JAN-26	Dave McGonigle	0.20	B160	Review and approve draft monthly fee statement (0.2) (0.4/2)	255.00
27-JAN-26	Gunjan Devnani	0.10	B160	Correspondence with Debtors' counsel regarding sixty-sixth monthly fee statement (0.1)	54.00
27-JAN-26	Gunjan Devnani	0.40	B160	Draft sixty-sixth monthly fee statement (0.4) (0.7/2)	216.00
28-JAN-26	Dave McGonigle	0.10	B160	Attention to monthly fee statement and emails with team regarding same (0.1)	127.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282529

K&L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
28-JAN-26	Gunjan Devnani	0.60	B160	Correspondence with debtors' counsel regarding revised language for retained professionals' monthly statement (0.1) (0.2/2); revise monthly statement cover page to incorporate language required by Amended Interim Compensation Order (0.5) (0.9/2)	324.00
30-JAN-26	Dave McGonigle	0.10	B160	Email to M. Westbrook regarding retention and disclosure matters (0.1)	127.50
		<u>2.70</u>			<u>\$2,410.50</u>

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	0.40	900.00	360.00
Dave McGonigle	1.10	1,275.00	1,402.50
Associate			
Gunjan Devnani	<u>1.20</u>	540.00	<u>648.00</u>
	2.70		\$2,410.50

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>2.70</u>	<u>2,410.50</u>
Total Fees		2.70	\$2,410.50

EBILLED INVOICE

K&L GATES

K&L GATES CENTER

210 SIXTH AVENUE

PITTSBURGH, PA 15222-2613

T +1 412 355 6500 F +1 412 355 6501 klgates.com

Tax ID No. 25 0921018

Murray Boiler LLC
Allan Tananbaum, Esquire
800-E Beaty Street
Davidson, NC 28036

Invoice Date:
Invoice Number:
K&L Gates Contact:

February 1, 2026
100282530
Dave McGonigle

INVOICE SUMMARY**Total USD \$****Asbestos Insurance Advice (00001)**

Fees	25,947.50	
10% Discount	(2,594.75)	
Total Amount Due This Matter		\$ 23,352.75

Chapter 11 Retention and Compensation (00002)

Fees	1,738.50	
10% Discount	(173.85)	
Total Amount Due This Matter		\$ 1,564.65

CURRENT INVOICE DUE - All Matters**\$ 24,917.40**

Due and Payable upon Receipt

Mail To: K&L Gates LLP, P.O. Box 830304, Philadelphia, PA 19182-0304Overnight/Courier: PNC Bank C/O K&L Gates LLP, Lockbox #830304, 525 Fellowship Rd-Ste 330, Mt. Laurel, NJ 08054-3415

Wire/ACH/EDI Instructions: Receiving Bank: PNC Bank N.A.,
500 First Ave 92
Pittsburgh, PA 15219

Beneficiary: K&L Gates LLP
Acct No.: 1077692783

Routing/ABA: 043000096
Swift Code: PNCCUS33

Please reference client/matter number in electronic payment details and email the remittance advice to AccountsReceivableSEA@klgates.com with invoice number(s) and amounts.**EBILLED INVOICE**

Murray Boiler LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282530

K&L Ref. Number:

0246801

Asbestos Insurance Advice - (00001)**\$23,352.75****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
05-JAN-26	Dave McGonigle	0.20	L120	Conference with A. Tananbaum regarding status and planning (0.2) (0.5/2)	255.00
06-JAN-26	Dave McGonigle	0.10	L120	Conference with B. Erens regarding status and planning (0.1) (0.3/2)	127.50
07-JAN-26	Dave McGonigle	0.30	L120	Review work product regarding insurance issues (0.2) (0.4/2); communications with M. Uddin and D. Ramljak regarding status and planning (0.1) (0.2/2)	382.50
08-JAN-26	Dave McGonigle	0.50	L120	Conference with D. Ramljak and M. Cortens regarding insurance analysis (0.4) (0.8/2); conference with J. Safar regarding status and planning (0.1) (0.2/2)	637.50
08-JAN-26	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and planning (0.1) (0.2/2)	112.50
09-JAN-26	Dave McGonigle	1.50	L120	Confer with J. Safar regarding status (0.1) (0.2/2); emails with team regarding insurer inquiry and planning (0.2) (0.4/2); conference with M. Uddin regarding status and planning (0.3) (0.6/2); review draft mediation order and related correspondence (0.4) (0.8/2); conference with M. Evert regarding status (0.1) (0.3/2); follow-up emails with team regarding draft mediation order and status order (0.4) (0.9/2)	1,912.50
09-JAN-26	Joe Safar	0.10	L120	Confer with D. McGonigle regarding insurer update issues (0.1) (0.2/2)	112.50

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282530

K&L Ref. Number:

0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
12-JAN-26	Dave McGonigle	0.40	L120	Conferences with insurer representatives regarding status and planning (0.1) (0.2/2); planning for insurer update call (0.1) (0.3/2); communications with B. Erens regarding status and planning (0.2) (0.4/2)	510.00
14-JAN-26	Dave McGonigle	0.10	L120	Conference with D. Ramjak regarding insurance work product (0.1) (0.2/2)	127.50
15-JAN-26	Dave McGonigle	1.30	L120	Telephonic participation in omnibus hearing (1.3) (2.6/2)	1,657.50
16-JAN-26	Dave McGonigle	1.40	L120	Review work product in preparation for planning call with B. Erens (0.8) (1.6/2); conference with B. Erens regarding status and planning (0.5) (1.0/2); email to A. Tananbaum regarding status and planning (0.1) (0.2/2)	1,785.00
17-JAN-26	Dave McGonigle	2.20	L120	Draft workplan and summary in connection with client work product (1.9) (3.8/2); emails with J. Safar regarding workplan and status (0.1) (0.2/2); email to M. Westbrook regarding workplan and status (0.1) (0.2/2); email to D. Aceto regarding workplan and status (0.1) (0.2/2)	2,805.00
18-JAN-26	Joe Safar	0.30	L120	Review work product regarding insurance issues (0.2) (0.4/2); e-mail with D. McGonigle regarding same (0.1) (0.3/2)	337.50
21-JAN-26	Dave McGonigle	2.70	L120	Revise draft workplan for ongoing project (0.2) (0.4/2); research and review work product in preparation for conference with B. Erens (0.8) (1.7/2); conference with B. Erens regarding status and planning (0.5) (1.0/2); prepare for insurer update call (0.3) (0.6/2); conference with A. Tananbaum, B. Erens, M. Evert, M. Hirst and	3,442.50

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282530

K&L Ref. Number:

0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
				J. Safar regarding status and planning (0.2) (0.5/2); participate in insurance update call (0.1) (0.3/2); conference with A. Tananbaum, B. Erens, M. Evert and J. Safar regarding status and planning (0.3) (0.7/2); emails with M. Uddin regarding work product request and status (0.1) (0.2/2); communications with D. Ramljak regarding insurance work product (0.2) (0.5/2)	
21-JAN-26	Joe Safar	0.60	L120	Confer with client, debtor's counsel and D. McGonigle regarding status and preparation for insurer update call (0.2) (0.5/2); confer with insurer representatives regarding update (0.1) (0.2/2); confer with client, debtor's counsel and D. McGonigle regarding strategy (0.3) (0.7/2)	675.00
22-JAN-26	Dave McGonigle	0.20	L120	Attention to work product and path forward (0.2) (0.4/2)	255.00
23-JAN-26	Dave McGonigle	1.80	L120	Conference with insurer representative regarding status and planning (0.1) (0.2/2); research counsel updates and analysis of contact list (0.7) (1.4/2); conferences with C. Neri regarding updated counsel information and lists (0.3) (0.7/2); email from and conference with D. Ramljak regarding insurance work product (0.2) (0.4/2); conference with insurer representative regarding status and planning (0.1) (0.2/2); emails with insurer representatives regarding information request (0.1) (0.2/2); research insurer information requests (0.1) (0.2/2); conference with B. Erens regarding insurance issues and	2,295.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

February 1, 2026

Invoice Number:

100282530

K&L Ref. Number:

0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
				strategy and planning (0.2) (0.4/2)	
26-JAN-26	Dave McGonigle	1.40	L120	Attention to information request from Jones Day (0.2) (0.4/2); research and analysis regarding insurance-related work product (1.1) (2.2/2); emails to insurer representatives regarding information request (0.1) (0.3/2)	1,785.00
27-JAN-26	Dave McGonigle	0.10	L120	Emails to M. Hirst and team regarding responses to insurer information requests (0.1) (0.3/2)	127.50
29-JAN-26	Dave McGonigle	2.60	L120	Research and review work product files (2.0) (4.1/2); email to B. Erens regarding work product and status (0.5) (1.0/2); emails with team regarding status (0.1) (0.2/2)	3,315.00
29-JAN-26	Mike Nelson	0.40	L120	Review Jones Day memo to consider coverage implications (0.4) (0.8/2)	380.00
29-JAN-26	David Aceto	0.60	L120	Analyze insurance-related work product (0.6) (1.2/2)	630.00
30-JAN-26	Dave McGonigle	0.50	L120	Participate in work-in-process call (0.3) (0.7/2); conference with team regarding status and planning (0.2) (0.4/2)	637.50
30-JAN-26	Mike Nelson	0.60	L120	Review memoranda regarding insurance options for reorganization (0.6) (1.2/2)	570.00
30-JAN-26	Erin Fleury	0.10	L120	Discussion regarding insurance-related work product and questions (0.1) (0.3/2)	75.00
30-JAN-26	David Aceto	0.10	L120	Conference to analyze insurance-related work product (0.1) (0.3/2)	105.00
31-JAN-26	Dave McGonigle	0.70	L120	Review and analysis of Jones Day work product (0.7) (1.5/2)	892.50
		20.90			\$25,947.50

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TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Mike Nelson	1.00	950.00	950.00
Dave McGonigle	18.00	1,275.00	22,950.00
Joe Safar	1.10	1,125.00	1,237.50
Counsel			
Erin Fleury	0.10	750.00	75.00
Senior Of Counsel			
David Aceto	0.70	1,050.00	735.00
	<u>20.90</u>		<u>\$25,947.50</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	20.90	25,947.50
	Total Fees	<u>20.90</u>	<u>\$25,947.50</u>

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Chapter 11 Retention and Compensation - (00002)**\$1,564.65****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
02-JAN-26	Dave McGonigle	0.10	B160	Correspondence with A. Tananbaum regarding rate approvals (0.1) (0.2/2)	127.50
05-JAN-26	Dave McGonigle	0.20	B160	Attention to retention agreement and rate issues (0.1) (0.2/2); emails with M. Westbrook and E. Steele regarding retention agreement and rate issues (0.1) (0.2/2)	255.00
05-JAN-26	Emily Steele	0.40	B160	Analyze and advise regarding billing and compensation related matters (0.4) (0.8/2)	360.00
13-JAN-26	Gunjan Devnani	0.10	B160	Correspondence with M. Westbrook regarding client disclosures (0.1) (0.2/2)	54.00
22-JAN-26	Dave McGonigle	0.20	B160	Prepare monthly fee statements (0.2) (0.4/2)	255.00
27-JAN-26	Dave McGonigle	0.20	B160	Review and approve draft monthly fee statement (0.2) (0.4/2)	255.00
27-JAN-26	Gunjan Devnani	0.30	B160	Draft sixty-sixth monthly fee statement (0.3) (0.7/2)	162.00
28-JAN-26	Gunjan Devnani	0.50	B160	Correspondence with debtors' counsel regarding revised language for retained professionals' monthly statement (0.1) (0.2/2); revise monthly statement cover page to incorporate language required by Amended Interim Compensation Order (0.4) (0.9/2)	270.00
		2.00			\$1,738.50

TIMEKEEPER SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Emily Steele	0.40	900.00	360.00
Dave McGonigle	0.70	1,275.00	892.50

Murray Boiler LLC

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	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Associate			
Gunjan Devnani	0.90	540.00	486.00
	<u>2.00</u>		<u>\$1,738.50</u>

TASK SUMMARY

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	2.00	1,738.50
	Total Fees	<u>2.00</u>	<u>\$1,738.50</u>

EBILLED INVOICE

EXHIBIT B

Proposed Order

**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)

**ORDER GRANTING THE SEVENTEENTH INTERIM APPLICATION OF K&L
GATES LLP FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED
AND REIMBURSEMENT OF EXPENSES
AS SPECIAL INSURANCE COUNSEL TO THE DEBTORS
FOR THE PERIOD FROM OCTOBER 1, 2025 THROUGH JANUARY 31, 2026 [DKT.**

1

This matter coming before the Court on the *Seventeenth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period From October 1, 2025 Through January 31, 2026 [Dkt. __]* (the "Interim Fee

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.

Application")² filed by K&L Gates LLP as special insurance counsel to the above-captioned debtors and debtor in possession (the "Debtors"); the Court having reviewed the Interim Fee Application; the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) notice of the Interim Fee Application and the notice of an opportunity for hearing were served upon the parties required by Local Rule 2002-1(g) and the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171, as amended by Dkt. 3008] (the "Interim Compensation Order") and no other or further notice is required, (iv) the compensation requested in the Interim Fee Application is reasonable and for actual and necessary services rendered by K&L Gates LLP on behalf of the Debtors during the period from October 1, 2025 through January 31, 2026 (the "Compensation Period"), (v) the expenses for which reimbursement is sought in the Interim Fee Application are actual and necessary expenses incurred by K&L Gates LLP during the Compensation Period on behalf of the Debtors, and (vi) the Interim Fee Application fully complies with the Interim Compensation Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Interim Fee Application establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Interim Fee Application is GRANTED.
2. K&L Gates LLP is awarded, on an interim basis, compensation for professional services rendered during the Compensation Period in the amount of \$229,772.70

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

and reimbursement for actual and necessary expenses incurred by K&L Gates LLP during the Compensation Period in the amount of \$1,383.04.

3. The Debtors are authorized and directed to pay promptly to K&L Gates LLP the amount of fees and expenses approved by this Order, to the extent that such amounts have not previously been paid by the Debtors.

4. The Debtors and K&L Gates LLP are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

5. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, enforcement, or interpretation of this Order.

This Order has been signed electronically.
The Judge's signature and court's seal appear
at the top of the Order.

United States Bankruptcy Court