

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.
500 Fifth Avenue, 12th Floor
New York, New York 10110

-and-

90 Washington Valley Road
Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp



203060823011200000000003

**NOTICE OF APPEARANCE AND REQUEST
FOR NOTICES AND OTHER DOCUMENTS**

PLEASE TAKE NOTICE that Paul R. DeFilippo of Wollmuth Maher & Deutsch LLP hereby appears on behalf of Aldrich Pump LLC and Murray Boiler LLC in the above captioned case and also has been designated to accept service of all pleadings, notices, filings, correspondence and other papers relating to this litigation on behalf of the aforementioned Respondents.

Dated: September 2, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and Murray
Boiler LLC*

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

**NOTICE OF MOTION FOR AN ORDER
ADMITTING JOSEPH F. PACELLI TO APPEAR *PRO HAC VICE***

TO: PARTIES ON THE COURT’S ELECTRONIC MAIL NOTICE LIST

PLEASE TAKE NOTICE that on October 3, 2022, at 10:00 a.m. or as soon thereafter as counsel may be heard, Aldrich Pump LLC and Murray Boiler LLC (“Respondents”) shall apply, pursuant Local Civil Rule 101.1(c), before the Honorable Judge Michael A. Shipp, United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Room 5W, Trenton, NJ 08608, for entry of an Order admitting Joseph F. Pacelli, Esq., of the law firm Wollmuth Maher & Deutsch LLP, co-counsel for Respondents in this proceeding, *Pro Hac Vice* on behalf of Respondents in the pending matter.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Respondents will rely upon the declarations of Paul R. DeFilippo and Joseph F. Pacelli submitted herewith.

PLEASE TAKE FURTHER NOTICE that Respondents do not request the opportunity to present oral argument in support of this Motion.

PLEASE TAKE FURTHER NOTICE that a proposed order granting the relief requested is submitted herewith.

Dated: September 2, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF PAUL R. DeFILIPPO IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING JOSEPH F. PACELLI TO APPEAR *PRO HAC VICE***

I, Paul R. DeFilippo, of full age, hereby declare as follows:

1. I am a partner with the law firm of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10110.

2. I have been a member in good standing of the bar of the State of New Jersey since 1978 and a member in good standing of the bar of the United States District Court for the District of New Jersey since 1978.

3. I make this Declaration in support of the application of Joseph F. Pacelli to practice before this court *pro hac vice* in accordance with L. Civ. R. 101.1(c). The facts contained in the Declaration of Mr. Pacelli are true and correct to the best of my knowledge, information, and belief.

4. I am co-counsel of record in this matter and will work closely with Mr. Pacelli. As co-counsel of record, I understand that in the event that the Court grants this application, all notices, orders and pleadings shall be served upon me as local counsel, and I shall notify counsel of their receipt, and that only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees, or orders. I further understand that I will be held responsible for Mr. Pacelli and the conduct of this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 2, 2022

/s/ Paul R. DeFilippo
Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Joseph F. Pacelli

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: jpacelli@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF JOSEPH F. PACELLI IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING JOSEPH F. PACELLI TO APPEAR *PRO HAC VICE***

I, Joseph F. Pacelli, of full age, hereby declare as follows:

1. I am an associate with the law firm of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10110.

2. I make this Declaration in connection with my Motion to be admitted *pro hac vice* in the above captioned civil case to represent Debtors, Aldrich Pump LLC and Murray Boiler LLC.

3. I am a member in good standing of the bar of New York State Court and have been since 2020. The roll of attorneys for New York State Court is maintained at 25 Beaver Street New York, New York 10004.

4. I am a member in good standing of the bar of the U.S. District Court for the Southern District of New York and have been since 2020. The roll of attorneys for the U.S. District Court for the Southern District of New York is maintained at 500 Pearl Street New York, New York 10007.

5. I am not under suspension or disbarment by any court.

6. I have no disciplinary proceeding pending against me in any jurisdiction, and no discipline has previously been imposed on me in any jurisdiction.

7. I have been advised of my obligation to make payments of an annual fee to the New Jersey Lawyers' Fund For Client Protection in accordance with New Jersey Court Rule 1:28-2, and have already satisfied that payment for 2022 in connection with my admission *pro hac vice* before the U.S. Bankruptcy Court for the District of New Jersey in the related bankruptcy case, *In re: LTL Management LLC*, Case No. 21-30589 (MBK).

8. I have familiarized myself with the Local Rules promulgated by this Court and will at all times conduct myself in accordance with such Rules during the conduct of this case.

9. I understand that if I am admitted *pro hac vice* to this Court, I am within its disciplinary jurisdiction and I voluntarily consent to the same and certify that I will abide with all rules, regulations and orders of this Court.

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

Dated: September 2, 2022

/s/ Joseph F. Pacelli
Joseph F. Pacelli

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

ORDER ADMITTING JOSEPH F. PACELLI TO APPEAR *PRO HAC VICE*

This matter having been brought before the Court on Motion for an Order Admitting Joseph F. Pacelli to Appear *Pro Hac Vice*; and the Court having reviewed the moving papers of the applicant, out-of-state attorney, and considered this matter pursuant to Fed. R. Civ. P. 78, D.N.J. L. Civ. R. 101.1(c), and good cause having been shown; it is

ORDERED that Joseph F. Pacelli be permitted to appear *pro hac vice*; provided that pursuant to D.N.J. L. Civ. R. 101.1(c)(4), an appearance as counsel of record shall be filed promptly by a member of the bar of this Court upon whom all notices, orders and pleadings may be served, and who shall promptly notify the out-of-state attorney of their receipt. Only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees or orders; and it is further

ORDERED that Joseph F. Pacelli shall arrange with the New Jersey Lawyers' Fund for Client Protection for payment of the annual fee, for this year and for any year in which the out-of-state attorney continues to represent a client in a matter pending in this Court in accordance with New Jersey Court Rule 1:28-2(a) and D.N.J. L. Civ. R. 101.1(c)(2), said fee to be deposited via check payable to "Clerk, USDC" within twenty (20) days of the date of the entry of this Order; and it is further

ORDERED that Joseph F. Pacelli shall be bound by the Local Rules of the United States District Court for the District of New Jersey.

Dated: _____, 2022

Honorable Michael A. Shipp
United States District Judge

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

CERTIFICATE OF SERVICE

I, **PAUL R. DEFILIPPO**, of full age, certify as follows:

1. I am an attorney-at-law of the State of New Jersey and partner with the law firm of Wollmuth Maher & Deutsch LLP, counsel to Aldrich Pump LLC and Murray Boiler LLC (“Respondents”).

2. On August 31, 2022, I caused a true and correct copy of the Respondents (1) Notice of Motion for an Order Admitting Joseph F. Pacelli to Appear Pro Hac Vice; (2) Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Joseph F. Pacelli to Appear Pro Hac Vice; (3) Declaration of Joseph F. Pacelli in Support of Motion for an Order Admitting Joseph F. Pacelli to Appear Pro Hac Vice; (4) Order Admitting Joseph F. Pacelli to Appear Pro Hac Vice; and (5) this Certification of Service to be electronically filed via the Court’s CM/ECF system.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I may be subject to punishment.

Dated: September 2, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

**NOTICE OF NON-PARTY CERTAIN
MATCHING CLAIMANTS' JOINDERS
AND MOTION TO QUASH**

TO:

Morgan Hirst, Esq.
JONES DAY
110 N. Wacker Drive, Suite 4800
Chicago, Illinois 60606
mhirst@jonesday.com

Lynda A. Bennet, Esq.
LOWENSTEIN SANDLER LLP
One Lowenstein Drive
Roseland, NJ 07068
lbennett@lowenstein.com

C. Michael Evert, Jr., Esq.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
cmevert@ewhlaw.com

Andrew Anselmi, Esq.
ANSELMi & CARVELLI
210 Park Avenue, Suite 301 07932
Florham Park, NJ 07932
aanselmi@acllp.com

Paul DeFilippo, Esq.
WOLLMUTH MAHER &
DEUTSCH LLP
90 Washington Valley Road
Bedminster, New Jersey 07921
pdefilippo@wmd-law.com

PLEASE TAKE NOTICE that at 9:00 a.m. on September 19, 2022, or such other time and date set by the Court, Non-Party Certain Matching Claimants (the “**Certain Matching Claimants**”) by and through their undersigned attorneys, will move before the United States District Court for the District of New Jersey, Clarkson F. Fisher Building and U.S. Courthouse,

402 East State Street, Trenton, New Jersey, 08608, for entry of an Order granting the Certain Matching Claimants Joinders and Motion to Quash Subpoenas (the “**Motion**”)

PLEASE TAKE FURTHER NOTICE that the Trusts will rely upon the Memorandum of Law and Certification of Timothy P. Duggan in support of the Motion.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

STARK & STARK
A Professional Corporation

Dated: August 31, 2022

/s/ Timothy P. Duggan
TIMOTHY P. DUGGAN
P.O. Box 5315, 993 Lenox Drive, Bldg. 2
Princeton, New Jersey 08543-5315
Telephone: (609) 896-9060

Attorneys for Certain Matching Claimants

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

CERTIFICATON OF SERVICE

I, **Timothy P. Duggan**, of full age certify as follows:

1. I am an attorney-at- law of the State of New Jersey and a Shareholder with the law firm of Stark & Stark, P.C., counsel to certain matching claimants¹ (the “Certain Matching Claimants”). I make this certification in support of Certain Matching Claimants’ (I) Motion to Quash or Modify Subpoenas, and (II) Joinders and Certain Matching Claimants.

2. On September 2, 2022, I caused a true and correct copy of the Certain Matching Claimants’ (1) Notice of Motion to Quash Subpoenas; (2) Memorandum of Law; (3) Certification of Timothy P. Duggan, Esq., with exhibits; (4) [Proposed] Form of Order; and (5) this Certification of Service to be electronically filed via the Court’s CM/ECF system.

¹ The Certain Matching Claimants are a discrete subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with a Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240 (“Aldrich Subpoena Motion”), *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. See *id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...)”).

True copies of these documents were also sent via first class mail to all parties set forth in the notice of motion.

I certify that the foregoing statements made herein are true. I am aware that if any of the foregoing statements made herein are willfully false, I am subject to punishment.

Respectfully submitted,
STARK & STARK
A Professional Corporation

Dated: September 2, 2022

/s/ Timothy P. Duggan
TIMOTHY P. DUGGAN
P.O. Box 5315, 993 Lenox Drive, Bldg. 2
Princeton, New Jersey 08543-5315
Telephone: (609) 896-9060

Attorneys for Certain Matching Claimants

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

**CERTIFICATON OF TIMOTHY P.
DUGGAN. ESQ.**

I, **Timothy P. Duggan**, of full age certify as follows:

1. I am an attorney-at- law of the State of New Jersey and a Shareholder with the law firm of Stark & Stark, P.C., counsel to certain matching claimants¹ (the “Certain Matching Claimants”). I make this certification in support of Certain Matching Claimants’ (I) Motion to Quash or Modify Subpoenas, and (II) Joinders and Certain Matching Claimants and (I) Motion to Proceed Anonymously.

2. A list of the Certain Matching Claimants’ counsel of record as notified by Verus pursuant to the Order Authorizing Subpoenas is attached hereto as **Exhibit “A”**.

¹ The Certain Matching Claimants are a discrete subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with a Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240 (“Aldrich Subpoena Motion”), *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. See *id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...)”).

3. A true and correct copy of the July 15, 2022 Trust Subpoenas along with a copy of the July 1, 2022 Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC is attached hereto as **Exhibit “B”**.

I certify that the foregoing statements made herein are true. I am aware that if any of the foregoing statements made herein are willfully false, I am subject to punishment.

Respectfully submitted,
STARK & STARK
A Professional Corporation

Dated: September 2, 2022

/s/ Timothy P. Duggan
TIMOTHY P. DUGGAN
P.O. Box 5315, 993 Lenox Drive, Bldg. 2
Princeton, New Jersey 08543-5315
Telephone: (609) 896-9060

Attorneys for Certain Matching Claimants

EXHIBIT A

Law Firms to Certain Matching Claimants

1. Bailey Cowan Heckaman PLLC
2. Baron & Budd, P.C.
3. Bergman Draper Oslund Udo, PLLC
4. Bevan and Associates, LPA, Inc.
5. Brayton Purcell, LLP
6. Brown Kiely, LLP
7. Cooney & Conway, LLP
8. Cooper, Hart, Leggiero & Whitehead, PLLC
9. Dean Omar Branham Shirley, LLP
10. Dubose Law Firm PLLC
11. Flint Cooper LLC
12. Foster & Sear LLP
13. George & Farinas, LLP
14. Koonz, McKenney, Johnson & DePaolis, L.L.P.
15. Madeksho Law Firm
16. Maune Raichle Hartley French & Mudd, LLC
17. Motley Rice LLC
18. O'Brien Law Firm, P.C.
19. Peter Angelos Law
20. Robins Cloud LLP
21. Shein Law Center, Ltd.
22. Shepard Law, P.C.
23. Shrader & Associates, LLP
24. Simmons Hanly Conroy
25. Simon Greenstone Panatier, PC
26. SWMW Law, LLC
27. The Gori Law Firm, P.C.
28. The Lanier Firm, PC
29. Thornton Law Firm LLP
30. Wallace and Graham, P.A.
31. Waters & Kraus, LLP
32. Weitz & Luxenberg P.C.
33. Wilentz, Goldman & Spitzer P.A.
34. Williams, Hart & Boundas, LLP
35. Worthington & Caron, P.C.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: ACandS Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Combustion Engineering 524(g) Asbestos PI Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 Clerk of Court

OR Morgan Hirst Attorney's signature

Signature of Clerk or Deputy Clerk

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are: Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: G-I Holdings Inc. Asbestos Personal Injury Settlement Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 Clerk of Court

OR Morgan Hirst Attorney's signature

Signature of Clerk or Deputy Clerk

The name, address, email address, and telephone number of the attorney representing (name of party)

Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: GST Settlement Facility c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.
 Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Kaiser Aluminum & Chemical Corp. Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
 CLERK OF COURT

OR
 Morgan Hirst
 Attorney's signature

Signature of Clerk or Deputy Clerk

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:
 Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Quigley Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.
Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: THAN Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068
(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Yarway Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
 Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the "Order"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtors.

Misc. No. 22-cv-05116-MAS-TJB

Underlying Case: 20-BK-30608-JCW
(U.S. Bankr. W.D.N.C.)

**NON-PARTY CERTAIN MATCHING CLAIMANTS’
MEMORANDUM OF LAW IN SUPPORT OF
(I) MOTION TO QUASH OR MODIFY SUBPOENAS AND (II)
JOINDERS**

STARK & STARK, PC

/s/ Timothy P. Duggan

Timothy P. Duggan

Joseph H. Lemkin

993 Lenox Drive, Bldg. 2

Lawrenceville, NJ 08648

Telephone: 609-895-7353

tduggan@stark-stark.com

*Attorneys for Non-Party Certain
Matching Claimants*

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	iii
INTRODUCTION.....	1
PRELIMINARY STATEMENT.....	2
BACKGROUND.....	3
A. Aldrich’s Historical Asbestos Liability.....	3
B. The Subpoenas.....	8
C. The Trusts; Responsibility for the Trust Claimants’ Data.....	11
D. Bestwell’s Requirement of a Limited Anonymized and Random 10% Sample.....	13
ARGUMENT.....	14
A. Significant Confidentiality Concerns.....	15
B. Disproportionately Undue Burden.....	19
C. Aldrich’s “Need” for Data Does Not Comport with its Legal Theories.....	21
CONCLUSION.....	22

TABLE OF AUTHORITIES

Cases

Aldrich Pump LLC, No. 20-30608, (Bankr. W.D.N.C.) D.I. 5 3, 7
Barrington v. Mortgage ID, Inc., 2007 WL 4370647, at *2 (S.D. Fla. 2007)..... 15
Beach v. City of Olathe, 2001 WL 1098032, at *1 (D. Kan. 2001) 15
Bestwall, 2021 U.S. Dist. LEXIS 102452, at *12 (D. Del. June 1, 2021) iii, 11, 12, 16
Bestwall, LLC, Case No. 1:21-mc- 00141 (D. Del. Jun. 1, 2021) 3, 7, 13, 14
Borel v. Fibreboard Paper Prods. Corp., 493 F.2d 1076, 1094-96 (5th Cir. 1973)... 19
DBMP LLC, No. 22-139-CFC (D.I. 1) 7
Fed. Hous. Fin. Agency v. JPMorgan Chase & Co., 2012 U.S. Dist. LEXIS 173768, at *5, *7-10 (S.D.N.Y. Dec. 3, 2012)..... 17
Flintkote Co., 486 B.R. 99, 131, 132–33 (Bankr. D. Del. 2012)..... 13
Ford Motor Co., 257 F.R.D. at 423 22
Garlock Sealing Techs., 504 B.R. 71 (Bankr. W.D.N.C. 2014)..... 7
Garlock Sealing Techs., 504 B.R. 71, 95 (Bankr. W.D.N.C. 2014)..... 17
Hicks v. Houston Baptist Univ., 2019 WL 7599887, at *3–4 (E.D.N.C. Nov. 12, 2019)..... 20
Hukman v. Southwest Airlines Co., 2019 WL 2289390 (S.D. Cal. 2019) 15
Mannington Mills, Inc. v. Armstrong World Indus., Inc., 203 F.R.D. 525, 529 (D. Del. 2002)..... 20, 22
McGlone v. Centrus Energy Corp., 2020 WL 4462305, at *3 (S.D. Ohio Aug. 4, 2020) 20
Micro Motion Inc. v...... 21
Nat’l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co., 2012 U.S. Dist. LEXIS 23716, at *6 (D. Md. Feb. 24, 2012) 16
Richards v. Convergys Corp., 2007 WL 474012 15
Rutherford v. Owens- Illinois, Inc., 941 P.2d 1203, 1206-07, 1214 (Cal. 1997) 19
Schaefer, 331 F.R.D. 603, 607–08..... 19, 21
Singletary v. Sterling Transport Co., Inc., 289 F.R.D. 237, 239 (E.D. Va. 2012)..... 15
Thomas v. Marina Assocs., 202 15
Tyson Foods, Inc. v. Bouaphakeo, 577 U.S. 442, 454–55 (2016)..... 16
U.S. Dep’t of Justice v. Reporters Comm. for Freedom of Press, 489 U.S. 749, 763-64 (1989)..... 18
U.S. v. Idema, 118 F. App’x 740, 744 (4th Cir. 2005)..... 15
U.S.. Equal Employment Opportunity Commission, 2017 WL 2889493 (E.D.N.C. 2017)..... 15
United States v. Jones, 565 U.S. 400, 416 (2012) 18
Virginia Dep’t of Corrs. v. Jordan, 921 F.3d 180, 188 (4th Cir. 2019)..... 19, 21

Wilshire v. Love, 2015 WL 1482251 (S.D. W. Va. 2015) 14

Statutes

524(g) of the Bankruptcy Code 7

Rule 45(d)(3)(A)(iii) 15, 19

Other Authorities

FED. R. CIV. P. 26(b)(1)..... 19

FED. R. CIV. P. 45(d)(3)(A)(iii)– 14

Federal Rule 33 20

Federal Rule of Civil Procedure 45 9, 20

MANUAL FOR COMPLEX LITIG. § 11.493 (4th ed. 2020) 16

WRIGHT & MILLER, FED. PRACTICE & PROCEDURE..... , 15

INTRODUCTION

Certain matching claimants, (collectively, “Certain Matching Claimants”)¹, as non-parties, by and through the undersigned counsel,² hereby submit: (i) this motion (the “Motion”) pursuant to Federal Rule of Civil Procedure 45(d)(3)(A)(iii)–(iv) to quash or modify the *Subpoenas to Produce Documents, Information or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* and accompanying order (the “Order” and, together with the subpoenas, the “Subpoenas”) served by Aldrich Pump LLC and Murray Boiler LLC (the “Debtors” or “Aldrich”) on eight third-party asbestos settlement bankruptcy trusts (“the Trusts”)³ and on their New Jersey-based administrator, Verus Claims Services,

¹ The Certain Matching Claimants are a subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with an Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. *See In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240 (“Aldrich Subpoena Motion”), *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. *See id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...”).

² A list of the Certain Matching Claimants’ counsel of record as notified by Verus pursuant to the Order Authorizing Subpoenas, ¶ 9, is attached to the Certification of Timothy P. Duggan, Esq., simultaneously submitted herewith as Exhibit A.

³ The eight Trusts are:

- ACandS Asbestos Settlement Trust;
- Combustion Engineering 524(g) Asbestos PI Trust;
- G-I Holdings, Inc. Asbestos Personal Injury Settlement Trust;

LLC (“Verus”); and, (ii) the joinders (the “Joinders”) to (a) the Third-Party Asbestos Trusts’ Motion to Quash or Stay (D.I. 1) and (b) Verus’ Motion to Quash Subpoena and to Stay (D.I. 5). In support of the Motion and Joinders, Certain Matching Claimants respectfully state as follows:

PRELIMINARY STATEMENT

The Subpoenas which serve as the basis for this miscellaneous action target the protected and confidential claims data of approximately 12,000 Trust claimants. The Subpoenas target a wealth of confidential, sensitive, personal identifying information, including names, Social Security numbers, *etc.* belonging to the Certain Matching Claimants, mesothelioma victims, who have resolved their historical claims through settlement or verdict between January 1, 2005 and June 18, 2020⁴

The Subpoenas are procedurally and substantively flawed and should be quashed. The Subpoenas offer no legal basis for seeking the requested discovery.

Aldrich readily admits that it has been named a defendant to asbestos claims since

-
- GST Settlement Facility;
 - Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - Quigley Company, Inc. Asbestor PI Trust;
 - T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - Yarway Asbestos Personal Injury Settlement Trust.

⁴ The Certain Matching Claimants, are 10,474 unique mesothelioma victims, and in some cases, their successors in interest. Their confidential information is contained in the 105,864 unique claims files sought by Aldrich pursuant to the Subpoenas directed to the Trusts and Verus.

the 1980s. Aldrich settled the vast majority of these lawsuits in the tort system from the mid-1980s through 2000. *See In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.) D.I. 5 (“Informational Brief of Aldrich Pump LLC and Murray Boiler LLC”) at p. 4, 18. Aldrich now alleges its historical settlements made prior to filing for voluntary bankruptcy protection were too generous and, therefore, not an accurate representation of its current and future liability to victims of asbestos-related disease. Finally, the District Court for the District of Delaware recently granted a motion to quash substantively identical discovery sought by Bestwall LLC. *See In re Bestwall, LLC*, Case No. 1:21-mc- 00141 (D. Del. Jun. 1, 2021), *Memorandum and Order Granting Motion of Third- Party Asbestos Trusts to Quash or Modify Subpoenas* [Docket Nos. 29 and 30] (“Bestwall Decision”). Although the Bestwall Decision was reversed and remanded by the United States Court of Appeals for the Third Circuit in a decision that was issued on August 24, 2022 (See, correspondence of Lynda A. Bennett, Esq. dated August 28, 2022, Exhibit A [DI 9], such reversal was solely premised on the doctrine of issue preclusion. Issue preclusion is inapplicable in the instant case where the Trust, Verus and Certain Matching Claimants were not parties to the litigation resulting in the issuance of the Subpoenas. As such, the principles of the Bestwall Decision are instructive and should be applied herein. Collectively, these factors weigh in favor of Certain Matching Claimants’ Motion and Joinders to Quash.

BACKGROUND

A. Aldrich's Historical Asbestos Liability

Aldrich's asbestos litigation history largely relates to its manufacture, sale, or distribution of pumps and compressors that incorporated metal piping through which liquids or gases flowed. Their equipment typically was installed in the type of industrial environments where piping systems and their attendant friable thermal insulation were prevalent, including in U.S. Navy ships, shipyards, and power plants. A ring-shaped sealing product known as a gasket was typically inserted into the connection between the pipes or metal surfaces to avoid leaks and to protect against sealing failures that could cause injury or death. The gaskets spent their entire lives inserted between two pieces of metal except when the equipment needed repair. Until approximately 30 years ago, Aldrich utilized asbestos-containing gaskets for use in their equipment.⁵ During repairs to the pump equipment, the gaskets would be disturbed causing potential exposure to asbestos fibers.

The principal brand names involved in the asbestos claims brought against Aldrich include Cameron Steam Pump ("Cameron Pump"), acquired in the early 1900s, the Aldrich Pump Company, acquired in 1961, and Ingersoll-Rand Company.⁶ Asbestos claims against Murray Boiler LLC ("Murray Boiler")

⁵ *Id.* at p. 1.

⁶ *See In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.) D.I. 29 (*Declaration of Allan Tananbaum in Support of the Debtors Complaint for Injunctive and Declaratory Relief, Related*

primarily have arisen from its sale of heating and cooling equipment, such as commercial and industrial HVAC compressors, furnaces, and related equipment, that also incorporated asbestos gaskets or other sealing products. In the mid-1950s Murray Boiler also designed and sold some boilers that were insulated with external asbestos-containing insulation.⁷

For decades, asbestos victims have sued Aldrich and its historical predecessors, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) (“Ingersoll-Rand”), or Murray Boiler’s predecessor, the former Trane U.S. Inc. (“Old Trane”) in tort for injuries wreaked by its asbestos-containing industrial equipment that incorporated certain asbestos-containing components. Ingersoll-Rand and Old Trane have been the subject of roughly 100,000 lawsuits filed throughout the United States, seeking compensation for asbestos-induced personal injury or wrongful death. In addition, because asbestos has a long latency period, those exposed may not show symptoms of disease, such as mesothelioma, for a period of 40 years or longer. While defending against and settling asbestos lawsuits, Ingersoll-Rand and Old Trane used insurance proceeds, including those received under settlements or certain “coverage-in-place” agreements, to fund or offset the defense and indemnity costs of their asbestos

Motions, and Chapter 11 Cases) at p. 5.

⁷ See *In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.) D.I. 5 (“*Informational Brief of Aldrich Pump LLC and Murray Boiler LLC*”) at p. 3.

liabilities.⁸ Having tracked the net annual “earnings” and “losses” related to asbestos liabilities by totaling the asbestos insurance receivables in a given year and subtracting the amounts it paid in asbestos defense and indemnity costs, the Trane organization suffered net losses related to resolving asbestos claims of \$11.9 million in 2017 and \$56.5 million in 2018.⁹ However, in 2019, settlements were reached with several insurance carriers related to asbestos claims, and as a result the enterprise actually saw net earnings of over \$68 million related to asbestos liabilities.¹⁰

Voluntarily filing for bankruptcy protection a mere 49 days after they came into existence, the Debtors serve as vehicles created by the Trane organization¹¹ in order to (i) isolate their asbestos liabilities from their other operations and liabilities, and (ii) use the bankruptcy process to resolve those asbestos liabilities. According to Aldrich, over 80% of payments to asbestos claimants in the five years before the Petition Date related to mesothelioma and over 15% related to lung cancer. As of the Petition Date, the Debtors' records list approximately 8,100

⁸ See *In re Aldrich Pump LLC*, No. 20-30608, (Bankr. W.D.N.C.), Adv. Proc. 21-03029, D.I. 3-1, (Ingersoll-Rand Form 10-K (2019), at F-46).

⁹ *Id.* at F-46 and F-47.

¹⁰ *Id.*

¹¹ The “Trane organization” refers to the Trane plc (formerly known as Ingersoll-Rand plc) and their subsidiaries and affiliates including Ingersoll Rand, Old Trane, and the Debtors, Aldrich Pump LLC and Murray Boiler LLC.

pending mesothelioma claims and 8,400 pending lung cancer claims against them.

The Debtors filed voluntary petitions commencing their Chapter 11 bankruptcy cases in the Western District of North Carolina on June 18, 2020, seeking to address asbestos claims against the Debtors and their predecessors, Ingersoll-Rand and Old Trane, through a bankruptcy trust pursuant to section 524(g) of the Bankruptcy Code. The Debtors possess an asbestos claim database(s) (the “Asbestos Claim Database”), which contains information about individuals that have, or had at one time, asserted asbestos claims against the Debtors or one of their predecessors. The information contained in the Asbestos Claim Database includes highly personal and confidential information about the individual asbestos claimants, some of which may have been obtained by the Debtors or their predecessors through discovery, and some of which may have been subject to protective orders or confidentiality agreements. As such, those claimants whose information is included in the Asbestos Claims Database have an expectation of and/or right to privacy as to such information, and how it will be used and distributed.

Dissatisfied with the tort system, Aldrich has latched onto a formula predicated upon the *Garlock* decision, *In re Garlock Sealing Techs.*, 504 B.R. 71 (Bankr. W.D.N.C. 2014), in an attempt to effectively relitigate asbestos claims. Aldrich even shares the same counsel and asbestos consultant expert (Bates White) as other debtors who are seeking similar trust claimant information. Mot. to Quash,

Ex. A (*Bestwall* D.I. 52); Mot. to Quash, Ex. F, *In re DBMP LLC*, No. 22-139-CFC (D.I. 1) (“DBMP”). See *Debtor’s Ex Parte Application for Order Authorizing Retention and Employment of Bates White LLP as Asbestos Consultants as of the Petition Date*, See *In re Aldrich Pump LLC*, 20-30608, Bankr. W.D.N.C., D.I. 21. Bates White had served as asbestos consultants to the debtor in the *Garlock* case.

B. The Subpoenas

Like the subpoenas in *Bestwall* and *DBMP*, the *Aldrich* Subpoenas seek confidential information from *Verus* and the Trusts concerning 12,000 Trust claimants who had previously resolved mesothelioma claims against *Aldrich* dating back decades before *Aldrich* voluntarily filed for bankruptcy protection. Specifically, *Aldrich* seeks information from the Trusts about the settlement of each of the Trusts’ liabilities with the Certain Matching Claimants to support its theory that the dollar amount of its estimated liability for the present and future asbestos personal injury claims is lower than the dollar amount it paid on account of asbestos personal injury claims in settlements prior to its bankruptcy.

Aldrich moved the Bankruptcy Court for authority to subpoena *Verus* and the Trusts for electronically stored data concerning the approximately 12,000 mesothelioma claimants who settled with *Aldrich* prior to its bankruptcy. See Certification of Lynda A. Bennet in Support of Trusts’ Motion to Quash And Stay, Ex. J. The *Aldrich* Subpoena Motion was directed to and sought data from: (i) *Verus*; (ii) the *Manville* Personal Injury Settlement Trust (“Manville”); (iii)

Delaware Claims Processing Facility (“DCPF”), which processes claims for ten other trusts; and, (iv) Paddock Enterprises, LLC (“Paddock”), another chapter 11 debtor seeking to resolve current and future claims relating to asbestos exposure. *Id.* ¶¶15-17. On July 1, 2022, the Bankruptcy Court entered the Order Authorizing Subpoenas (the “Order”), *See*, Certification of Lynda A. Bennett, Esq. In Support of the Trusts’ Motion to Quash and Stay, Ex. K.

On July 5, 2022, Aldrich attempted to serve the Subpoenas on the Trusts “care of” Verus pursuant to purportedly pursuant to Federal Rule of Civil Procedure 45, but failed to provide the Matching Key (defined below). *Id.*, at paragraph 10. Moreover, although the Order purports to authorize the Debtors to serve the Trusts via Verus, (*id.*, paragraph 10), Verus is not an authorized agent of all of the Trusts. *See*, Declaration of Mark T. Eveland In Support of Verus’ Motion to Quash and Stay, Paragraph 3. Accordingly, on July 15, 2022, Aldrich served the Trusts individually with the Trust Subpoenas. *See*, Certification of Lynda A. Bennet, Esq. and In Support of Trusts’ Motion to Quash and Stay, Exhibit L.

Pursuant to the Subpoenas, Aldrich’s estimation expert, Bates White, has created a matching key, (“Matching Key”). *Id.* ¶6. The Matching Key is a comprehensive list derived from Aldrich’s Asbestos Claims Database of approximately 12,000 claimants who asserted mesothelioma claims against Aldrich or its predecessors that were resolved by settlement or verdict and for whom the

Debtors possess SSN, as well as the corresponding last names and SSNs of any injured party if different from the claimant, (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”). *Id.* Pursuant to the terms of the Subpoenas, Verus is required to notify counsel for Trust claimants on the matching key that the relevant Trusts have received a subpoena and that their data will be produced unless they file a motion to quash. *Id.* ¶9. If counsel for the Trust claimants do not file a motion to quash, Verus must produce to Bates White the following confidential data for each Trust claimant on the Matching Key:

- A. Claimant Pseudonym¹²;
- B. Claimant’s law firm (with email and address of contact person);

Date claim filed against Trust

- C. Date claim approved by Trust, if approved;
- D. Date claim paid by Trust, if paid;
- E. If not approved or paid, status of claim; and
- F. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and

¹² Because Verus must match the Trust claimants’ names and SSNs to names and SSNs provided by Aldrich prior to production, Verus is effectively releasing claimant identifying information.

v. Products to which exposed.

Id. ¶10. Once produced, Bates White may then use the data and Matching Key to:

(i) “match and combine the [Trust-produced data], on a claimant-by-claimant basis, with data from Aldrich’s Asbestos Claims Database or other sources”; and, (ii) “provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the [Trust-produced data] with and analyze individual claims.” *Id.* ¶12(b).

C. The Trusts’ Responsibility for the Trust Claimants’ Data

The Trusts were established by one or more corporate debtors-in-possession to assume those debtors’ present and future liability for asbestos-related personal injury claims. Their sole purpose is to pay victims of asbestos-related diseases caused by the debtors’ products. In order for a Trust to pay a claim, trust claimants must submit comprehensive, confidential, sensitive personal information. This confidential data is held by Verus but owned by the Trusts. Nearly all of the Trusts’ court-approved distribution procedures require them to take reasonable steps on their own initiative to preserve the data’s confidentiality when disclosure is sought.

The Trust agreements require the trustees to administer, maintain, and operate the Trusts pursuant to written Trust Distribution Procedures (“TDP”), provisions of which – both the Trust agreements and the TDPs – were approved by a United States District Court. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *12 (D. Del. June 1,

2021) (Connolly, J.). The majority of the Trust agreements and TDPs were approved in the District of Delaware. *Id.* Each TDP expressly provides that submissions to the Trust by the holders of the channeled asbestos claims (the Trust claimants): (i) are intended to be confidential, (ii) will be treated as made in the course of settlement discussions between the claimant and the Trust, and (iii) are to be protected by all applicable privileges, including those applicable to settlement discussions. E.g., *See See*, Certification of Lynda A. Bennett, Esq. In Support of the Trusts’ Motion to Quash and Stay, Ex. B §6.5 (AC and S Asbesto Settlement Trust); *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *12.

The confidentiality provisions of the Trusts’ TDPs make clear that the Trusts are not information clearinghouses or “public libraries” for entities seeking confidential claimant information for their own commercial purposes. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *9. Instead, each Trust should take reasonable and necessary steps to protect the confidentiality of the information submitted to it by the Trust claimants when that information is sought by third parties for purposes other than determining whether the claims submitted to the Trust in question are valid and payable. *Id.*

Claimants submit confidential information to Verus and the Trusts under the expectation of privacy and in furtherance of claim resolution. *See*, Declaration of Mark T. Eveland in Support of Verus’ Motion to Quash and Stay, ¶11.

This confidential, sensitive information is held in New Jersey by Verus, with which the Trusts have contracted to process the Trust claimants' claims. To protect the highly confidential Trust claimant data, Verus maintains rigorous data protection measures. *Id.* ¶¶8-9. The Trusts cannot access each other's data through Verus. Verus does not maintain one monolithic database containing all claimant data submitted to any of the Trusts. Instead, Verus maintains separate data for each Trust. Except in instances where the same document is submitted by one claimant to multiple trusts, the data is not commingled or shared across trusts or accessible by users without separate access privileges for each trust. *Id.* ¶19.

The Trusts are designed to ensure that current and future victims of asbestos-related illnesses receive "just and comparable compensation" for their injuries when the business that injured them faces "overwhelming liability." *In re Flintkote Co.*, 486 B.R. 99, 131, 132–33 (Bankr. D. Del. 2012). By trying to create doubt (in one handpicked jurisdiction) as to the viability of thousands of historical settlements, Aldrich hopes to redefine "just and comparable" outside the jury system.

D. Bestwall's Requirement of a Limited Anonymized and Random 10% Sample

In *In re Bestwall*, No. 21-141 (D. Del. 2021) (Connolly, J.) ("Bestwall")(reversed on different grounds, *In re Bestwall, LLC*, (3d. Cir., Case No. 21-2263, Decided August 24, 2022). The District Court of Delaware rejected a chapter 11 debtor's nearly identical attempt to subpoena the protected and

confidential claims data of approximately 15,000 Trust claimants. In doing so, this Court held that any revised subpoenas seeking the production of Trust claimant data must:

(i) limit the production of Trust Claimants’ data to a random sample of no more than 10% of the ... mesothelioma victims at issue; (ii) authorize the Delaware Claims Processing Facility, or a neutral third party, to anonymize the Trust Claimants’ data before producing it, and (iii) include additional protections consistent with [*In re Motions Seeking Access to 2019 Statements*, 585 B.R. 733 (D. Del. 2018) (the “Access Decision”)].

June 17, 2021 Order (Bestwall D.I. 33). The Aldrich Subpoenas are similarly flawed and cannot proceed as requested. The Subpoenas ignore the ratiocination of the *Bestwall* decision by failing to limit the data requested to a 10% random sample (or any sample at all), and by requesting an “anonymization” process engineered to circumvent privacy of the Certain Matching Claimants’ data to protect their privacy.

ARGUMENT

A district court where subpoena compliance is required “must quash or modify” a subpoena that [1] requires disclosure of privileged or other protected matter,¹³ or [2] subjects a person to undue burden. FED. R. CIV. P. 45(d)(3)(A)(iii)–(iv). A person affected by a subpoena, whether a nonparty or party, can move to quash or modify, or for a Rule 26(c) protective order. Courts have the discretion to quash a subpoena under Rule 45 of the Federal Rules of Civil Procedure.

¹³ The Rule does allow for situations where a privilege is waived or an exception exists, FED. R. CIV. P. 45(d)(3)(A)(iii), but there are no waivers or privilege exceptions here.

Under Rule 45, a court can quash a subpoena that seeks highly personal or confidential personal information. *Wilshire v. Love*, 2015 WL 1482251 (S.D. W. Va. 2015) (quashing subpoena requesting records that may contain “high personal, highly sensitive, or embarrassing information.”); *U.S.. Equal Employment Opportunity Commission*, 2017 WL 2889493 (E.D.N.C. 2017) (finding EEOC had standing to assert privacy rights of employees in seeking to quash subpoena); *Hukman v. Southwest Airlines Co.*, 2019 WL 2289390 (S.D. Cal. 2019) (quashing subpoena that sought private employment information). Any person with a right or privilege in subpoenaed information can challenge the subpoena. *Singletary v. Sterling Transport Co., Inc.*, 289 F.R.D. 237, 239 (E.D. Va. 2012), quoting *U.S. v. Idema*, 118 F. App’x 740, 744 (4th Cir. 2005); *Thomas v. Marina Assocs.*, 202 F.R.D. 433, 434 (E.D. Pa. 2001); WRIGHT & MILLER, FED. PRACTICE & PROCEDURE § 2463.1 (3d ed. 2016). Federal courts recognize a personal right in records “likely to contain highly personal and confidential information” like Social Security numbers, legally confidential medical records, and family member information. *Singletary*, 289 F.R.D. at 240; accord *Barrington v. Mortgage ID, Inc.*, 2007 WL 4370647, at *2 (S.D. Fla. 2007); *Richards v. Convergys Corp.*, 2007 WL 474012, at *1 (D. Utah 2007); *Beach v. City of Olathe*, 2001 WL 1098032, at *1 (D. Kan. 2001).

A. Significant Confidentiality Concerns

As set forth in the Bestwall Decision, Rule 45(d)(3)(A)(iii) requires baseline

protections with which subpoenas seeking confidential and sensitive trust claimant data must comply. The subpoenas must limit the production of trust claimant data “to a random sample of no more than 10% [of] the mesothelioma victims at issue,” and must authorize Verus, or a neutral third party, to “anonymize the Trust Claimants’ data before producing it.” June 17, 2021 Order (Bestwall D.I. 33).

The Aldrich Subpoenas contain no sampling requirement as set forth in the Bestwall Decision. Rather, they seek the confidential data of 12,000 Trust claimants who resolved mesothelioma claims against Aldrich or its predecessors prior to its bankruptcy and who also filed a claim against one or more of the Trusts. Despite Aldrich’s contentions, sampling is necessary to protect the Certain Matching Claimants’ data and is sufficient for Aldrich’s estimation proceeding. As noted in the Trusts’ Motion to Quash or Stay, in the Bestwall matter, Bates White did reissue subpoenas with a 10 percent sampling requirement, reflecting that such a sample size is sufficient. *See* Trust’s Memorandum of Law In Support of Motion to Quash Subpoenas and In Support of Stay, page 23. Sampling is a widely utilized litigation technique. As the Manual for Complex Litigation recognizes, “[a]cceptable sampling techniques, in lieu of discovery and presentation of voluminous data from the entire population, can save substantial time and expense, and in some cases provide the only practicable means to collect and present relevant data.” MANUAL FOR COMPLEX LITIG. § 11.493 (4th ed. 2020). For these reasons, courts routinely encourage sampling. *See, e.g.,* June 17, 2021 Order

(Bestwall D.I. 33); *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 454–55 (2016) (sampling to establish hours worked in a class action lawsuit); *Nat’l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co.*, 2012 U.S. Dist. LEXIS 23716, at *6 (D. Md. Feb. 24, 2012) (limiting disclosure to a random sample of 10% of the claimants at issue); *Fed. Hous. Fin. Agency v. JPMorgan Chase & Co.*, 2012 U.S. Dist. LEXIS 173768, at *5, *7-10 (S.D.N.Y. Dec. 3, 2012) (approving 4% sample to establish fraud liability); *In re Garlock Sealing Techs.*, 504 B.R. 71, 95 (Bankr. W.D.N.C. 2014) (adopting estimation approach based on questionnaire responses from a claimant sample).

Aldrich’s Subpoenas also inappropriately incorporate a negligible “anonymization” scheme that permits Aldrich’s consultant to aggregate the Certain Matching Claimant data post-production with data from Aldrich’s Asbestos Claims Database and other sources into a single, consolidated clearinghouse while holding a matching key that de-anonymizes the data. The proposed anonymization is tantamount to hiding a house key then posting on a public forum where that key can be found. Here, the house key is the “matching key” and the public forum announcing its location is the publicly available Court docket. The purported anonymization is a facade, affording absolutely no protection to the Certain Matching Claimants. This is especially so given the Aldrich Rule 2004 Order’s numerous mandates that all information be produced to Debtor’s consultant “in electronic, text searchable format.” *See* Certification of Lynda A. Bennet in Support of

Trusts’ Motion to Quash And Stay, Ex. K. With such de-anonymized data, the resulting database has significant commercial value, particularly to experts and insurers in the business of pricing asbestos liability, as they would otherwise need to devote significant resources to estimating conclusions easily gleaned from the database. Bates White specializes in providing analysis to companies and law firms, “guid[ing] clients to make better decisions about issues involving asbestos, environmental pollution, and other mass tort liabilities.” It holds out its “Environmental and Product Liability” practice as a “market leader” in liability forecasting. See Bates White Economic Consulting, “Environmental and Product Liability,” <https://www.bateswhite.com/practices-Environmental-Product-Liability.html> (last visited August 31, 2022). Bates White’s history and the commercial value it gleans from information from (and for) the tort system, amplify the risk of a data breach. The mass production of such aggregated, non-anonymized data to Bates White, an organization with a pecuniary interest in data related to asbestos liability weighs in favor of an extremely particularized showing of need. Aldrich has not made that showing. “[T]he compilation of otherwise hard-to-obtain information alters the privacy interest implicated by disclosure of that information,” and a “computerized summary located in a single clearinghouse of information” warrants particular scrutiny. *U.S. Dep’t of Justice v. Reporters Comm. for Freedom of Press*, 489 U.S. 749, 763-64 (1989). Aggregation of public data presents privacy and security concerns, because the “unrestrained power to assemble data that reveal

private aspects of identity is susceptible to abuse.” *United States v. Jones*, 565 U.S. 400, 416 (2012) (Sotomayor, J., concurring)

B. Disproportionately Undue Burden

As with all civil discovery, the scope of a subpoena is limited by proportionality principles. FED. R. CIV. P. 26(b)(1); *Virginia Dep’t of Corrs. v. Jordan*, 921 F.3d 180, 188 (4th Cir. 2019); *In re Schaefer*, 331 F.R.D. 603, 607–08 (W.D. Pa. 2019). Where a subpoena targets a nonparty, courts apply a “more demanding variant of the proportionality analysis.” *Jordan*, 921 F.3d at 189 (collecting cases). A potential invasion of privacy—in itself grounds to quash under Rule 45(d)(3)(A)(iii)—also affects whether a burden is “undue.” *Id.* (collecting cases). Asbestos victims typically have been exposed to asbestos from the products of numerous defendants, and each defendant will be liable if its products are shown to be a substantial contributing factor to a claimant’s injury, regardless of the liability of the other defendants. See, e.g., *Borel v. Fibreboard Paper Prods. Corp.*, 493 F.2d 1076, 1094-96 (5th Cir. 1973) (because the effect of exposure to asbestos is cumulative, such that each exposure causes additional injury, the evidence of exposure to each of the defendants’ products was sufficient evidence for the jury to find that “each defendant was the cause in fact of some injury” to the plaintiff, and that the defendants could be held jointly and severally liable); *Rutherford v. Owens- Illinois, Inc.*, 941 P.2d 1203, 1206-07, 1214 (Cal. 1997) (plaintiff may meet the burden of proving exposure to defendant’s product caused

illness by showing that in reasonable medical probability it was a substantial factor contributing to the plaintiff's or decedent's risk of developing cancer; a plaintiff "is free to further establish that his particular asbestos disease is cumulative in nature, with many separate exposures each having constituted a 'substantial factor' that contributed to his risk of injury." (citation omitted)).

The Court must quash (or modify) the Subpoenas because they impose an undue burden onto the Certain Matching Claimants. Furthermore, numerous courts have recognized that Federal Rule 45 cannot be used to compel written testimony, the creation of documents, or the presentation of information in a new format—all of which are sought by the Debtor. *See, e.g., Hicks v. Houston Baptist Univ.*, 2019 WL 7599887, at *3–4 (E.D.N.C. Nov. 12, 2019) (distinguishing Federal Rule 45, which "permits a party to issue a subpoena to a nonparty to attend a deposition and produce documents," from Federal Rule 33, which "governs interrogatories"); *McGlone v. Centrus Energy Corp.*, 2020 WL 4462305, at *3 (S.D. Ohio Aug. 4, 2020) (granting a motion to quash under Federal Rule 45 because "the information Plaintiffs seek does not currently exist in the format requested [and t]here also is no question that [the respondent] cannot be required to produce a document that does not exist").

Rule 45 works in tandem with Rule 26's proportionality requirement, and the substantive bases for denying discovery are similar. *Mannington Mills, Inc. v.*

Armstrong World Indus., Inc., 203 F.R.D. 525, 529 (D. Del. 2002). A court balancing undue hardship against the need for requested information may consider the relevance of the materials, the requesting party’s need for the information, the confidentiality of the information sought, the breadth of the request, the recipient’s nonparty status, and the burden imposed. *Id.*; *In re Schaefer*, 331 F.R.D. 603, 608–09 (W.D. Pa. 2019).

Even if the information sought is relevant, discovery is not allowed where no need is shown, or where compliance is unduly burdensome, or where the potential harm caused by production outweighs the benefit. *Id.*, citing *Micro Motion Inc. v. Kane Steel Co., Inc.*, 894 F.2d 1318, 1323 (Fed. Cir. 1990). The burdens of a subpoena are not only financial. For example, “a subpoena may impose a burden by invading privacy or confidentiality interests.” *Jordan*, 921 F.3d at 189; see also *In re Schaefer*, 331 F.R.D. at 609 (undue burden and the requesting party’s need for information are issues that can dovetail).

Here, Aldrich has failed to demonstrate that the sweep of confidential information sought is proportional to its purported needs.

C. Aldrich’s “Need” for Data Does Not Comport with its Legal Theories

Aldrich claims to need a vast amount of information showing “alternative exposures,” *i.e.*, claimants’ exposures to asbestos for which Aldrich was not responsible. Under Aldrich’s theory-of-the-case, it overpaid in the tort system

because the withholding of alternative exposure evidence infected its assessment of case values.

But Aldrich’s position has a fatal flaw. The Trusts were not created as an information clearinghouse for potential bankruptcy petitioners. It is up to Aldrich, as the party seeking confidential and settlement-related information, to make a well-tailored, particularized showing of relevance before that information is produced. *See Ford Motor Co.*, 257 F.R.D. at 423 (parties seeking to discover settlement communications must make a “heightened, more particularized showing of relevance”); *Mannington Mills, Inc.*, 206 F.R.D. at 529 (confidentiality concerns must be balanced against relevance and need under the interrelated Rule 26/Rule 45 analysis). Without revealing specific information uniquely in its control—the claimant cases for which it depended on asbestos-exposure information—Aldrich falls far short of the heightened showing of relevance and need required to command production of confidential information. The Court must quash the Aldrich Subpoenas.

CONCLUSION AND JOINDER

For the foregoing reasons and for the reasons set forth in Verus’ and the Trusts’ Motion to Quash, Certain Matching Claimants hereby join the Trusts’ and Verus’ Motion to Quash and respectfully requests that this Court enter an order, substantially in the form of the order attached hereto, granting the Certain Matching Claimants’ Motion to quash or modify the Subpoenas.

Respectfully submitted,

Dated: August , 2022

STARK & STARK, PC

/s/ Timothy P. Duggan

Timothy P. Duggan

Joseph H. Lemkin

993 Lenox Drive, Bldg. 2

Lawrenceville, NJ 08648

Telephone: 609-895-7353

tduggan@stark-stark.com

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

**[PROPOSED] ORDER GRANTING
MOTION TO QUASH SUBPOENAS**

THIS MATTER having come before the Court on (I) Motion to Quash or Modify Subpoenas and (II) Joinders (the “Motion”) served on Aldrich Pump LLC, the Trusts and Verus, and the Court having read and considered the submissions of the parties in this matter, and for good cause shown;

IT IS on this ____ day of _____, 2022

ORDERED that the Matching Claimants’ Motion to Quash Subpoenas is GRANTED; and it is further

ORDERED that the subpoenas seeking production of documents from the Trust and Verus are QUASHED; and it is further

ORDERED that notice shall be provided to all parties via ECF.

Honorable _____, U.S.D.J.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

**NOTICE OF NON-PARTY CERTAIN
MATCHING CLAIMANTS' MOTION
TO PROCEED ANONYMOUSLY**

TO:

Morgan Hirst, Esq.
JONES DAY
110 N. Wacker Drive, Suite 4800
Chicago, Illinois 60606
mhirst@jonesday.com

Lynda A. Bennet, Esq.
LOWENSTEIN SANDLER LLP
One Lowenstein Drive
Roseland, NJ 07068
lbennett@lowenstein.com

C. Michael Evert, Jr., Esq.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
cmevert@ewhlaw.com

Andrew Anselmi, Esq.
ANSELMINI & CARVELLI
210 Park Avenue, Suite 301 07932
Florham Park, NJ 07932
aanselmi@acllp.com

Paul DeFilippo, Esq.
WOLLMUTH MAHER &
DEUTSCH LLP
90 Washington Valley Road
Bedminster, New Jersey 07921
pdefilippo@wmd-law.com

PLEASE TAKE NOTICE that at 9:00 a.m. on September 19, 2022, or such other time and date set by the Court, Non-Party Certain Matching Claimants (the “**Certain Matching Claimants**”) by and through their undersigned attorneys, will move before the United States District Court for the District of New Jersey, Clarkson F. Fisher Building and U.S. Courthouse,

402 East State Street, Trenton, New Jersey, 08608, for entry of an Order granting the Certain Matching Claimants Motion to Proceed Anonymously (the “**Motion**”)

PLEASE TAKE FURTHER NOTICE that the Trusts will rely upon the Memorandum of Law and Certification of Timothy P. Duggan in support of the Motion.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

STARK & STARK
A Professional Corporation

Dated: September 2, 2022

/s/ Timothy P. Duggan
TIMOTHY P. DUGGAN
P.O. Box 5315, 993 Lenox Drive, Bldg. 2
Princeton, New Jersey 08543-5315
Telephone: (609) 896-9060

Attorneys for Certain Matching Claimants

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

CERTIFICATON OF SERVICE

I, **Timothy P. Duggan**, of full age certify as follows:

1. I am an attorney-at- law of the State of New Jersey and a Shareholder with the law firm of Stark & Stark, P.C., counsel to certain matching claimants¹ (the “Certain Matching Claimants”). I make this certification in support of Certain Matching Claimants’ (I) Motion to Proceed Anonymously.

2. On September 2, 2022, I caused a true and correct copy of the Certain Matching Claimants’ (1) Notice of Motion to Proceed Anonymously; (2) Memorandum of Law; (3) Certification of Timothy P. Duggan, Esq., with exhibits; (4) [Proposed] Form of Order; and (5) this Certification of Service to be electronically filed via the Court’s CM/ECF system.

¹ The Certain Matching Claimants are a discrete subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with a Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240 (“Aldrich Subpoena Motion”), *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. See *id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...)”).

True copies of these documents were also sent via first class mail to all parties set forth in the notice of motion.

I certify that the foregoing statements made herein are true. I am aware that if any of the foregoing statements made herein are willfully false, I am subject to punishment.

Respectfully submitted,
STARK & STARK
A Professional Corporation

Dated: September 2, 2022

/s/ Timothy P. Duggan
TIMOTHY P. DUGGAN
P.O. Box 5315, 993 Lenox Drive, Bldg. 2
Princeton, New Jersey 08543-5315
Telephone: (609) 896-9060

Attorneys for Certain Matching Claimants

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

**CERTIFICATON OF TIMOTHY P.
DUGGAN. ESQ.**

I, **Timothy P. Duggan**, of full age certify as follows:

1. I am an attorney-at- law of the State of New Jersey and a Shareholder with the law firm of Stark & Stark, P.C., counsel to certain matching claimants¹ (the “Certain Matching Claimants”). I make this certification in support of Certain Matching Claimants’ (I) Motion to Quash or Modify Subpoenas, and (II) Joinders and Certain Matching Claimants and (I) Motion to Proceed Anonymously.

2. A list of the Certain Matching Claimants’ counsel of record as notified by Verus pursuant to the Order Authorizing Subpoenas is attached hereto as **Exhibit “A”**.

¹ The Certain Matching Claimants are a discrete subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with a Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240 (“Aldrich Subpoena Motion”), *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. See *id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...)”).

3. A true and correct copy of the July 15, 2022 Trust Subpoenas along with a copy of the July 1, 2022 Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC is attached hereto as **Exhibit “B”**.

I certify that the foregoing statements made herein are true. I am aware that if any of the foregoing statements made herein are willfully false, I am subject to punishment.

Respectfully submitted,
STARK & STARK
A Professional Corporation

Dated: September 2, 2022

/s/ Timothy P. Duggan
TIMOTHY P. DUGGAN
P.O. Box 5315, 993 Lenox Drive, Bldg. 2
Princeton, New Jersey 08543-5315
Telephone: (609) 896-9060

Attorneys for Certain Matching Claimants

EXHIBIT A

Law Firms to Certain Matching Claimants

1. Bailey Cowan Heckaman PLLC
2. Baron & Budd, P.C.
3. Bergman Draper Oslund Udo, PLLC
4. Bevan and Associates, LPA, Inc.
5. Brayton Purcell, LLP
6. Brown Kiely, LLP
7. Cooney & Conway, LLP
8. Cooper, Hart, Leggiero & Whitehead, PLLC
9. Dean Omar Branham Shirley, LLP
10. Dubose Law Firm PLLC
11. Flint Cooper LLC
12. Foster & Sear LLP
13. George & Farinas, LLP
14. Koonz, McKenney, Johnson & DePaolis, L.L.P.
15. Madeksho Law Firm
16. Maune Raichle Hartley French & Mudd, LLC
17. Motley Rice LLC
18. O'Brien Law Firm, P.C.
19. Peter Angelos Law
20. Robins Cloud LLP
21. Shein Law Center, Ltd.
22. Shepard Law, P.C.
23. Shrader & Associates, LLP
24. Simmons Hanly Conroy
25. Simon Greenstone Panatier, PC
26. SWMW Law, LLC
27. The Gori Law Firm, P.C.
28. The Lanier Firm, PC
29. Thornton Law Firm LLP
30. Wallace and Graham, P.A.
31. Waters & Kraus, LLP
32. Weitz & Luxenberg P.C.
33. Wilentz, Goldman & Spitzer P.A.
34. Williams, Hart & Boundas, LLP
35. Worthington & Caron, P.C.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

(Complete if issued in an adversary proceeding)

Case No. 20-30608

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: ACandS Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Combustion Engineering 524(g) Asbestos PI Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
 Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: G-I Holdings Inc. Asbestos Personal Injury Settlement Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: GST Settlement Facility c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.
 Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Kaiser Aluminum & Chemical Corp. Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
 Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Quigley Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 Clerk of Court

OR

Signature of Clerk or Deputy Clerk OR Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are: Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

(Complete if issued in an adversary proceeding)

Case No. 20-30608

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: THAN Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Yarway Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

FILED & JUDGMENT ENTERED
 Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
 Western District of North Carolina



J. Craig Whitley
 J. Craig Whitley
 United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
 FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

ACKNOWLEDGEMENT

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the "Order"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtors.

Misc. No. 22-cv-05116-MAS-TJB

Underlying Case: 20-BK-30608-JCW
(U.S. Bankr. W.D.N.C.)

**NON-PARTY CERTAIN MATCHING CLAIMANTS'
MEMORANDUM OF LAW IN SUPPORT OF
MOTION TO PROCEED ANONYMOUSLY**

STARK & STARK, PC

/s/ Timothy P. Duggan

Timothy P. Duggan

Joseph H. Lemkin

993 Lenox Drive, Bldg. 2

Lawrenceville, NJ 08648

Telephone: 609-895-7353

tduggan@stark-stark.com

*Attorneys for Non-Party Certain
Matching Claimants*

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	iii
INTRODUCTION.....	1
PRELIMINARY STATEMENT.....	2
BACKGROUND.....	3
ARGUMENT.....	5
I. The Order Forbids Identification of The Matching Claimants.....	5
II. Even in the Absence of the Subpoenas Order, Certain Matching Claimants Have a Right to Proceed Anonymously.....	6
A. The Extent to Which the Identity of the Litigant has Been Kept Confidential.....	8
B. The Bases Upon Which Disclosure is Feared or Sought to be Avoided, and the Substantiality of These Bases.....	11
C. The Magnitude of the Public Interest in Maintaining the Confidentiality of the Litigant’s Identity.....	14
D. Given the Purely Legal Natures of the Issues Presented, There is an Atypically Weak Public Interest in Knowing the Litigant’s Identities.....	15
E. The Undesirability of an Outcome Adverse to the Pseudonymous Party and.....	16
F. Whether the Party Seeking to Sue Pseudonymously has Legitimate Ulterior Motives.....	16
CONCLUSION.....	18

TABLE OF AUTHORITIES

Cases

Bestwall, 2021 U.S. Dist. LEXIS 102452 9, 10, 15
Bestwall, LLC, 17-BK-317795 (Bankr. W.D.N.C.) 2
CineTel Films, Inc. v. Doe, 853 F. Supp. 2d 545, 547, n.2 (D. Md. 2012) 16
D.M v. County of Berks, 929 F. Supp. 2d 390 (E.D. Pa. 2013) 7, 14
DBMP, LLC 20-BK-30080 (Bankr. W.D.N.C.) 2
Doe v. Evans, 202 F.R.D. 173 (E.D. Pa. 2001) 7
Doe v. Frank, 951 F.2d 320, 323 (11th Cir. 1992) 7
Doe v. Hartford Life and Ace-Ins. Co., 237 F.R.D. 545, 550 (D.N.J. 2006) 15
Doe v. Megless, 654 F.3d 404 (3d Cir. 2011) 7, 8, 15, 17
Doe v. Provident Life and Ace Ins. Co., 176 F.R.D. 464, 467 (E.D. Pa. 1997) 7, 8, 11,
 15
Doe v. United Behavioral Health, 2010 WL 5173206 (E.D. Pa. 2010) 7
Doe v. Von Eschenbach, No. 06-2131 (RMC), 2007 WL 1848013, at *1- 2(D.D.C.
 June 27, 2007) 7
Havemann v. Colvin, 537 F. App’x 142, 147–48 (4th Cir. 2013) 13
Patrick Collins, Inc. v. Does 1-44, (D. Md. April 12, 2012) 17
U.S. Dep’t of Defense v. Fed. Labor Relations Auth., 510 U.S. 487, 500 (1994) 13
U.S. Dep’t of Justice v. Reporters Comm. for Freedom of Press, 489 U.S. 749, 763-
 64 (1989) 12
United States v. Jones, 565 U.S. 400, 416 (2012) 13

Statutes

11 U.S.C 524(g) 9

INTRODUCTION

Movants, the Certain Matching Claimants¹, as non-parties, by and through the undersigned counsel², hereby submit this motion to allow the Certain Matching Claimants to proceed anonymously to quash or modify the *Subpoenas to Produce Documents, Information or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* and accompanying order (the “Subpoenas Order” and, together with the subpoenas, the “Subpoenas”) served by Aldrich Pump LLC and Murray Boiler LLC (the “Debtors” or “Aldrich”) on eight asbestos bankruptcy trusts (the “Trusts”) ³ and on their New Jersey-based

¹ The Certain Matching Claimants are a discrete subset of 12,000 individual mesothelioma claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match (or may match) any (a) nine-digit Social Security numbers (“SSN”) and (b) last name associated with a Aldrich claimant in Aldrich’s database who asserted mesothelioma claims against the Debtors and Aldrich’s predecessors that were resolved by settlement or verdict and who did not file their Trust claims pro se. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1; and D.I. 1240, *Order Granting Motion of the Debtors for an Order Authorizing Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at ¶ 6, (“Order Authorizing Subpoenas”). The Bankruptcy Court has forbidden the disclosure of any claimant information, including name, on this docket. See *id.* at ¶ 13(e) (“No claimant-specific data from or derived from any Confidential Data shall be ... (ii) placed on the public record or (iii) filed with this Court, the District Court, or any reviewing court (including under seal ...)”).

² A list of the Certain Matching Claimants’ counsel of record as notified by Verus pursuant to the Order Authorizing Subpoenas ¶ 9, is attached to the Certification of Timothy P. Duggan, Esq. submitted simultaneously herewith, as **Exhibit A**.

³ The eight trusts are:

- ACandS Asbestos Settlement Trust;
- Combustion Engineering 524(g) Asbestos PI Trust;
- G-I Holdings, Inc. Asbestos Personal Injury Settlement Trust;
- GST Settlement Facility;
- Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
- Quigley Company, Inc. Asbestor PI Trust;
- T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
- Yarway Asbestos Personal Injury Settlement Trust.

administrator (“Verus”). In support, Certain Matching Claimants state as follows:

PRELIMINARY STATEMENT

This motion relates to the Certain Matching Claimants’ motion to quash the Subpoenas issued by Aldrich in its bankruptcy proceeding in the Western District of North Carolina, on the Trusts and on Verus to produce electronically stored confidential claimant information. The Subpoenas target a wealth of personal identifying information—names, Social Security numbers, *etc.*—belonging to tens of thousands of mesothelioma victims who have long-since settled their claims against Aldrich. Movants, the Certain Matching Claimants, are thousands of unique mesothelioma victims, and in some cases, their respective successors in interest. Their highly confidential information is contained in the many thousands of unique claims files sought by Aldrich pursuant to the Subpoenas directed to the Trusts and Verus. These Subpoenas are the third in a series that bankrupt asbestos-related companies have served on Verus and or the Trusts and this is now the third time that many of the Certain Matching Claimants have sought to quash them. Aldrich’s counsel in its bankruptcy case are the same counsel to the debtors in the trio of bankruptcy cases pending in the Western District of North Carolina: *In re Bestwall, LLC*, 17-BK-317795 (Bankr. W.D.N.C.); *In re DBMP, LLC* 20-BK-30080 (Bankr. W.D.N.C.); and *Aldrich*. In each case, the debtor has undertaken the

similar discovery tactics, and has served nearly identical subpoenas on the asbestos liability trusts in Delaware and Virginia, seeking nearly identical identifying data.

BACKGROUND

On April 7, 2022, Aldrich moved the Bankruptcy Court (the “Aldrich Subpoenas Motion”) for authority to subpoena the Trusts and Verus for electronically stored data concerning the approximately 12,000 mesothelioma claimants who settled with Aldrich prior to its bankruptcy, and who also filed a claim against one or more of the Trusts.⁴ On July 1, 2022, the Bankruptcy Court entered the Subpoenas Order outlining the protocol for Aldrich, the Trusts, Verus and the other affected parties to follow with regard to the Subpoenas. Pursuant to the Subpoenas Order, Aldrich’s estimation expert, Bates White, created a matching key, (“Matching Key”). See Certification of Timothy Duggan, **Exhibit B**, ¶6. The Matching Key is a comprehensive list derived from Aldrich’s asbestos claims database of approximately 12,000 claimants who asserted mesothelioma claims against Aldrich or its predecessors, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey

⁴ Aldrich’s motion also sought authority to subpoena: (i) Manville Personal Injury Settlement Trust (the “Manville Trust”); (ii) Delaware Claims Processing Facility (“DCPF”) with respect to 10 asbestos personal injury trusts for which it processes claims; and (iii) Paddock Enterprises, LLC. See *In re Aldrich Pump LLC*, No. 20-30608, Bankr. W.D.N.C., D.I. 1111, *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC*, at 1.

Corporation) (“Ingersoll-Rand”), or Murray Boiler LLC's predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSN, as well as the corresponding last names and SSNs of any injured party if different from the claimant, (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”). *Id.*

As envisioned in the Subpoenas Order, Aldrich has forwarded the Matching Key identifying the Claimants to Verus. In turn, Verus has compared the information in the Matching Key to historical records of persons who have made claims against the Trusts (the “Trusts Claimants”). If Verus has records that a Claimant identified in the Matching Key has asserted a claim against any of the Trusts, Verus has notified the Trust Claimants’ counsel of record that the relevant Trust has received a subpoena from Aldrich.⁵ The notice from the Trust shall state that the data associated with the Trust Claimants will be produced if they do not file a motion to quash the subpoena in the court of compliance for the Trust by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust. *Id.*, ¶9.

The Certain Matching Claimants have moved to quash the subpoena

⁵ The Bankruptcy Court in the Western District apparently has permitted service upon the law firms representing asbestos claimants to be deemed service upon the claimants themselves. See Subpoenas Order, ¶ 9.

anonymously. Aldrich contends that the Certain Matching Claimants must appear in this action under their actual names. There are two significant reasons why the movants must proceed anonymously. First, *naming the claimants in the public record is expressly forbidden by the Subpoenas Order. See Subpoena Order, ¶13 (e).* Second, the personal data of the Certain Matching Claimants—including their identity—is *precisely the information that Aldrich is not entitled to, and which the Motion to Quash seeks to prevent.* Providing the names of the moving Certain Matching Claimants to Aldrich in the Motion to Quash would render the Motion a complete nullity.

ARGUMENT

I. The Order forbids identification of the Matching Claimants.

Paragraph 13(e) of the Order provides:

No claimant-specific data from or derived from any Confidential Trust Data shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant specific details) from or derived from any Confidential Trust Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

Id., **Exhibit B** (emphasis added).

The term “Confidential Trust Data” is defined earlier in paragraph 13 as “[t]he Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases.” *Id.* There is no possible argument that the names of the Trusts Claimants are derived from the Matching Key as assembled by Aldrich’s expert, Bates White. The Matching Key is a list of names of persons who have made claims against Aldrich or its predecessor. Verus has compared the Matching Key to persons who have made claims against the Trusts and Verus has created a subset of the Matching Key of those Claimants who appear on the Matching Key and also on list of Trusts Claimants.

For Aldrich to assert, with a straight face, that the names of the Trusts Claimants are not “a portion or extract” of the Matching Key, is utter folly. The Matching Key is the lynchpin of Aldrich’s Subpoenas. Counsel is forbidden, under threat of contempt, to identify the names of the Certain Matching Claimants in this Court or to place them on the public record. The Subpoenas Order simply cannot be read any other way.

II. **Even in the absence of the Subpoenas Order, Certain Matching Claimants have a right to proceed anonymously.**

Courts have traditionally allowed litigants to proceed anonymously when necessary to protect privacy and reputational interests. See, e.g., *Doe v. Provident*

Life and Ace Ins. Co., 176 F.R.D. 464, 467 (E.D. Pa. 1997) (“... there exists private and public interests that favor the use of pseudonyms in litigation. For example, litigants may have a strong interest in protecting their privacy or avoiding physical harm.”); *Doe v. Von Eschenbach*, No. 06-2131 (RMC), 2007 WL 1848013, at *1-2 (D.D.C. June 27, 2007) (“Pseudonymous litigation has been permitted where the issues are ‘matters of a sensitive and highly personal nature...’”); *Doe v. Frank*, 951 F.2d 320, 323 (11th Cir. 1992) (“A judge, therefore, should carefully review all the circumstances of a given case and then decide whether the customary practice of disclosing the plaintiff’s identity should yield to the plaintiff’s privacy concerns.”)

Further, Courts have permitted the use of pseudonyms in appropriate situations. See, e.g., *Doe v. Provident Life and Acc. Ins. Co.*, 176 F.R.D. 464 (E.D. Pa. 1997); *Doe v. Evans*, 202 F.R.D. 173 (E.D. Pa. 2001); *Doe v. United Behavioral Health*, 2010 WL 5173206 (E.D. Pa. 2010); *D.M v. County of Berks*, 929 F. Supp. 2d 390 (E.D. Pa. 2013).

In *Doe v. Megless*, 654 F.3d 404 (3d Cir. 2011), the United States Court of Appeals for the Third Circuit held that plaintiffs seeking to proceed under a pseudonym must show a reasonable fear of severe harm and established a balancing test to determine whether a plaintiffs reasonable fear outweigh the public's interest in an open litigation process.” *Id.* at 408-410. The *Megless* Court cited the following factors in favor of anonymity:

(1) the extent to which the identity of the litigant has been kept confidential; (2) the bases upon which disclosure is feared or sought to be avoided, and the substantiality of these bases; (3) the magnitude of the public interest in maintaining the confidentiality of the litigant's identity; (4) whether, because of the purely legal nature of the issues presented or otherwise, there is an atypically weak public interest in knowing the litigant's identities; (5) the undesirability of an outcome adverse to the pseudonymous party and attributable to his refusal to pursue the case at the price of being publicly identified; and (6) whether the party seeking to sue pseudonymously has legitimate ulterior motives.”

Id. at 409. See *Doe v. Provident Life and Acc. Ins. Co.*, 176 F.R.D. 464 (E.D. Pa. 1997).

Additionally, the Court cited the following factors disfavoring anonymity:

“(1) the universal level of public interest in access to the identities of litigants; (2) whether, because of the subject matter of this litigation, the status of the litigant as a public figure, or otherwise, there is a particularly strong interest in knowing the litigant's identities, beyond the public's interest which is normally obtained; and (3) whether the opposition to pseudonym by counsel, the public, or the press is illegitimately motivated.”

Id.

As evidenced below, Certain Matching Claimants have a reasonable fear of severe harm if prohibited from proceeding anonymously. Further, the Certain Matching Claimants’ privacy and reputational interests substantially outweigh the public's interest in disclosure of the identities of litigants.

Each of the *Megless* factors is considered below.

A. The extent to which the identity of the litigant has been kept confidential.

The Certain Matching Claimants have purposefully avoided disclosing their

claims for mesothelioma to any persons beyond their immediate family, close friends, attorneys retained for counsel, and the Trusts to which they submitted claims. The Certain Matching Claimants have offered truthful information regarding the events giving rise to their claims. Other than these limited and necessary disclosures, the Certain Matching Claimants have made a conscious effort to protect his / her personal medical information by remaining anonymous.

Additionally, each trust distribution procedure (the “TDP”) expressly provides that submissions to the Trust by the holders of the channeled asbestos claims (the Certain Matching Claimants): (i) are intended to be confidential, (ii) will be treated as made in the course of settlement discussions between the claimant and the Trust, and (iii) are to be protected by all applicable privileges, including those applicable to settlement discussions. E.g., *See*, Certification of Lynda A. Bennett, Esq. In Support of the Trusts’ Motion to Quash and Stay, Ex. B §6.5 (AC and S Asbesto Settlement Trust)(D.I.1-2), *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *12. Specifically, each TDP provides, in substantively similar language, that the Trust will

preserve the confidentiality of such claimant submissions, and shall disclose the content thereof only (i) with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, (ii) to such other persons as authorized by the holder or (iii) in response to a valid

subpoena of such materials issued by a Delaware State Court or the United States District Court for the District of Delaware.

See, eg. Id., Ex. I Section 6.5. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *12.

The confidentiality provisions of the Trusts’ TDPs make clear that the Trusts are not information clearinghouses or “public libraries” for entities seeking confidential claimant information for their own commercial purposes. *Bestwall*, 2021 U.S. Dist. LEXIS 102452, at *9. Rather, each Trust should take reasonable and necessary steps to protect the confidentiality of the information submitted to it by the Trust Claimants when that information is sought by third parties for purposes other than determining whether the claims submitted to the Trust in question are valid and payable. *Id.*

For the Trusts to pay claims, Trust Claimants must provide comprehensive, confidential, sensitive personal information. See, August 19, 2022 Declaration of Mark T. Eveland in support of Verus’ Motion to Quash (“Eveland Decl.”), ¶11. This confidential, sensitive information is held in New Jersey by Verus, with which the Trusts have contracted to process the Trust Claimants’ claims. To protect the highly confidential Trust Claimant data, Verus maintains rigorous data protection measures. *See id.* ¶¶8-9. The Trusts cannot access each other’s data through Verus or otherwise, and Verus never aggregates or commingles the data across Trusts. *Id.* ¶19.

Similarly, in *Doe v. Provident Life and Ace. Ins. Co.*, 176 F.R.D. 464 (E.D. Pa. 1997), the plaintiff affirmatively sought to maintain anonymous due to the sensitive nature of his disabilities, namely psychiatric disorders. The plaintiff disclosed the details of his cause of action only to his immediate family, legal counsel and physicians. *Id.* Accordingly, the Court allowed the plaintiff to proceed under a pseudonym. *Id.* at 470. Like the plaintiff in *Doe v. Provident Life and Ace. Ins.*, Certain Matching Claimants have sought to remain anonymous by disclosing the facts underlying their Trust claims only to his/her immediate family, close friends, and attorneys. Certain Matching Claimants' efforts to remain anonymous, coupled with the TDP provisions requiring privacy surrounding trust claims, weigh heavily in favor of allowing them to proceed anonymously.

Here, the movants seek only the protection of their sensitive personal and private data as described in the Motion to Quash. *See Certain Matching Claimants' Motion and Joinder to Quash or Modify Subpoenas*, (D.I.)⁶

B. The bases upon which disclosure is feared or sought to be avoided, and the substantiality of these bases.

⁶ The United States District Court for the District of Delaware recently considered the breadth of comparable subpoenas and determined that the subpoenas should be quashed. See *In re Bestwall, LLC*, Case No. 1:21-mc-00141 (D. Del. Jun. 1, 2021), rev'd and remanded *In re Bestwall*, Case No. 21-2263 (3d. Cir., August 24, 2022)(reversing solely on the basis of issue preclusion in applicable herein). Memorandum and Order Granting Motion of Third-Party Asbestos Trusts to Quash or Modify Subpoenas [D.I. 29 and 30] This factor militates in favor of anonymity. A true copy of the Third Circuit Court of Appeals decision is attached to correspondence from counsel to the Trusts dated August 28, 2022 [D.I. 9].

Allowing the public to connect every one of the Certain Matching Claimants with both Aldrich and with each of the Trusts will result in a complete and utter evisceration of their privacy and will subject them to likely identity theft. Forcing the Certain Matching Claimants to subject themselves to the public dissemination of their identity is unduly burdensome and unnecessary. The risk of harm to the Certain Matching Claimants is real and substantial. The Subpoenas demonstrate Aldrich's scheme to combine extraordinarily sensitive, separately maintained claims files of the Trusts' claims files and pool them into a *single, consolidated* database. Aldrich's plan presents a myriad of confidentiality concerns, including: the dangers of data aggregation, the particular susceptibility of the Certain Matching Claimants, and a potential chilling effect on Congressionally-approved trust claims procedures.

The risk that such a merged database, once created, could be used in a manner detrimental to the privacy interests of movants, particularly if it is misappropriated or inadvertently disclosed (*e.g.*, because of a data breach), is profound. “[T]he compilation of otherwise hard-to-obtain information alters the privacy interest implicated by disclosure of that information,” and a “computerized summary located in a single clearinghouse of information” warrants particular scrutiny. *U.S. Dep’t of Justice v. Reporters Comm. for Freedom of Press*, 489 U.S. 749, 763-64 (1989). Aggregation of public data presents privacy and security concerns, because the

“unrestrained power to assemble data that reveal private aspects of identity is susceptible to abuse.” *United States v. Jones*, 565 U.S. 400, 416 (2012) (Sotomayor, J., concurring); *see also U.S. Dep’t of Defense v. Fed. Labor Relations Auth.*, 510 U.S. 487, 500 (1994) (“An individual’s interest in controlling the dissemination of information regarding personal matters does not dissolve simply because that information may be available to the public in some form.”); *Havemann v. Colvin*, 537 F. App’x 142, 147–48 (4th Cir. 2013) (recognizing privacy interest in nondisclosure of information, even if otherwise public, in a format that could be combined with other available data to identify specific individuals).

Centralizing the Certain Matching Claimants’ private data into a single database, regardless of security measures, creates a powerful analytical tool that may be abused to discern patterns and reveal insights about individual claimants on subjects unrelated to the subpoenaed purpose. The aggregation of this data puts more Trust data (in both the number of claimants and the amount of data per claimant) at risk of inadvertent disclosure or misappropriation and amplifies the potential consequences of a single data breach. The theft of a single file could compromise personal data concerning more than 12,000 people. Again, this factor weighs in favor of anonymity.

C. The magnitude of the public interest in maintaining the confidentiality of the litigant's identity.

In considering the magnitude of the public's interest in maintaining the confidentiality of the Certain Matching Claimants' identity, the Court should recognize that most mesothelioma victims are elderly widows and widowers, due to the historic nature of exposure to asbestos and the latency period of the disease. As such, they are particularly likely to be victims of identity theft.

According to the Department of Justice, seniors are "some of our nation's most vulnerable citizens." *See* U.S. DEP'T OF JUSTICE, "Elder Justice Initiative (EJI)," <https://www.justice.gov/elderjustice>. The Justice Department takes scams against seniors so seriously it has created a "Transnational Elder Fraud Strike Force," which works to warn seniors of the myriad data dangers they face. *See* U.S. Dep't of Justice, "Senior Scam Alert," <https://www.justice.gov/elderjustice/senior-scam-alert>. In this era of runaway identity theft and data protection dangers—the Russian intelligence penetration of government and businesses via SolarWinds, the Colonial Pipeline hack, the Equifax data breach, etc.—forced disclosure and aggregation of thousands of seniors' respective Social Security numbers, names, and birthdays will create a juicy target for malevolent actors. This factor clearly militates in favor of anonymity.

Courts have acknowledged a public interest in protecting the identities of

parties when the issues involved are matters of a private, highly sensitive nature. See *D.M v. County of Berks*, 929 F. Supp. 2d 390 (E.D. Pa. 2013)(allegations of sexual abuse of a child is a highly sensitive issue); *Doe v. Hartford Life and Ace-Ins. Co.*, 237 F.R.D. 545, 550 (D.N.J. 2006) (plaintiff's mental illness is a highly sensitive issue). The Court should also recognize that there are similar proceedings in this circuit, i.e. *Bestwall*, where litigants are seeking to evade the confidential protections provided by the Trusts in furtherance of a scheme to relitigate thousand of claims of matching claimants who settled with Georgia-Pacific, LLC to determine if any of them made claims of exposure to asbestos products that Bestwall does not see identified in their case files.

D. Given the purely legal nature of the issues presented, there is an atypically weak public interest in knowing the litigant's identities.

The fourth *Megless* factor – whether, given the purely legal nature of the issues presented, there is an atypically weak public interest in knowing the identity of the Certain Matching Claimants – inures to their benefit. There is an established general public interest in access to the identities of litigants. However, this public interest is present in all civil actions and does not outweigh the factors in support of anonymity if they are found to “tip in favor of plaintiff's use of a pseudonym.” *Doe v. Provident Life and Ace. Ins. Co.*, 176 F.R.D. at 469. As detailed above, the Certain Matching Claimants’ reasons for seeking to proceed under a pseudonym are

legitimate, compelling, and outweigh any public interest in access to the identities of litigants articulated by Aldrich.

- E. **The undesirability of an outcome adverse to the pseudonymous party and,**
- F. **Whether the party seeking to sue pseudonymously has legitimate ulterior motives.**

The Certain Matching Claimants' motion to proceed anonymously is filed in good faith based on their efforts to remain anonymous and the potential reputational consequences stemming the public dissemination of their claims filed with the Trusts. As detailed above, the Certain Matching Claimants' reasons for seeking to proceed under a pseudonym are legitimate and compelling and outweigh any public interest in access to the identities of litigants.

Here, there is no prejudice to Aldrich whatsoever. The entire point of the motion to quash is to prevent exposure of the movants' personal information. If the Certain Matching Claimants prevail on their motion to quash, Aldrich will not be entitled to the identity of the movants. If the Certain Matching Claimants do not prevail on their motion to quash, and all appeals are denied, Aldrich will know exactly who the movants are when the Trusts provide the subpoenaed information.

Finally, a court in the Fourth Circuit has granted a motion to proceed anonymously on a motion to quash on this very ground. In *CineTel Films, Inc. v. Doe*, 853 F. Supp. 2d 545, 547, n.2 (D. Md. 2012), the court noted:

Defendant's motion to quash for the very purpose of protecting his/her identifying information, and motion to sever based on the nature of the plaintiff's underlying claims, should be allowed to proceed anonymously because assessing these preliminary matters without knowing defendants' identities causes plaintiff no harm. This is by no means a substantive finding that defendants have a cognizable right of privacy in their identifying subscriber information. Rather, it is a procedural decision allowing these early motions to proceed anonymously when there is little if any harm to the plaintiffs.

See also Patrick Collins, Inc. v. Does 1-44, (D. Md. April 12, 2012) 2012

U.S. Dist. LEXIS 47686, *1-3, n.2 2012 WL 1144854 (same).

The fifth and sixth *Megless* factors supports anonymity: there is no prejudice whatsoever to Aldrich being precluded from knowing the identity of the movants at this juncture. Conversely, a lack of anonymity would spell irreversible prejudice to the Certain Matching Claimants, who seek to preserve the confidentiality of their information.

CONCLUSION

This issue is an unnecessary distraction from the actual merits of the motion to quash. Although the Subpoenas Order preventing disclosure of the Certain Matching Claimants' identities is unmistakable in its prohibition, should the Court desire, counsel is prepared to provide the Court with the names of each of the Certain Matching Claimants *in camera*. For the foregoing reasons, the Certain Matching Claimants pray that the Court grant the motion to proceed anonymously, and such further relief as to the Court seems proper.

Dated: August 31, 2022

STARK & STARK, PC

/s/ Timothy P. Duggan

Timothy P. Duggan

Joseph H. Lemkin

993 Lenox Drive, Bldg. 2

Lawrenceville, NJ 08648

Telephone: 609-895-7353

tduggan@stark-stark.com

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Civil Action No. 22-cv-0516 MAS-TJB

Underlying Case. No. 20-30608(JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

**[PROPOSED] ORDER GRANTING
MOTION TO PROCEED ANONYMOUSLY**

THIS MATTER having come before the Court on the motion of non party Certain Matching Claimants’ Motion to Proceed Anonymously (the “Motion”), served on Aldrich Pump LLC, the Trusts and Verus, LLC, and the Court having read and considered the submissions of the parties in this matter, and for good cause shown;

IT IS on this ____ day of _____, 2022

ORDERED that the Matching Claimants’ Motion to Proceed Anonymously is GRANTED; and it is further

ORDERED that notice shall be provided to all parties via ECF.

Honorable _____, U.S.D.J.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY
SETTLEMENT TRUST, GST SETTLEMENT
FACILITY, KAISER ALUMINUM &
CHEMICAL CORPORATION ASBESTOS
PERSONAL INJURY TRUST, QUIGLEY
COMPANY, INC. ASBESTOS PI TRUST, T H
AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Chapter 11
Underlying Case No.: 20-30608
(JCW)
(United States Bankruptcy Court
for the Western District of North
Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**CONSENT ORDER REGARDING BRIEFING SCHEDULE
OF MOTIONS TO QUASH AND MOTION TO TRANSFER**

WHEREAS, on July 5, 2022, Aldrich Pump LLC and Murray Boiler LLC (together, “Respondents”) served subpoenas to produce documents on each of the Trusts¹ and Verus Claims Services, LLC (“Interested Party”);

WHEREAS, on August 19, 2022, the Trusts initiated this action by filing a motion to quash subpoenas and stay [Dkt. No. 1] (“Trusts’ Motion to Quash”);

WHEREAS, on August 19, 2022, the Interested Party filed a motion to quash subpoena and stay [Dkt. No. 5] (the “Interested Party’s Motion to Quash” and together with the Trusts’ Motion to Quash, the “Motions to Quash”);

WHEREAS, on August 25, 2022, by letter to Judge Bongiovanni, the Trusts withdrew the portion of the Trusts’ Motion to Quash requesting a stay [Dkt. No. 9];

WHEREAS, on August 26, 2022, by letter to Judge Bongiovanni, the Interested Party withdrew the portion of the Interested Party’s Motion to Quash requesting a stay [Dkt. No. 10];

WHEREAS, the current deadline for Respondents to file an opposition to the Motions to Quash is September 6, 2022;

WHEREAS, the current return date for the Motions to Quash is September 19, 2022;

¹ The “Trusts” are, collectively, AC&S Asbestos Trust, Combustion Engineering 524(g) Asbestos PI Trust, G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, GST Settlement Facility, Kaiser Aluminum & Chemical Corp. Asbestos Personal Injury Trust, Quigley Asbestos Trust, THAN Asbestos Personal Injury Trust, and Yarway Asbestos Personal Injury Trust.

WHEREAS, Respondents having provided advanced notice to the Trusts and Interested Party of their intention to file a motion to transfer the Motions to Quash to the U.S. Bankruptcy Court for the Western District of North Carolina (the “Motion to Transfer”);

WHEREAS, counsel for the Respondents, Trusts, and Interested Party having conferred regarding the briefing schedule of the Motions to Quash and Motion to Transfer; and

NOW, THEREFORE, with the consent of the parties and the Court having found that good cause exists for the entry of this Order;

IT IS, on this 6th day of September, 2022, ORDERED, that

1. Respondents must file and serve the Motion to Transfer no later than September 9, 2022.
2. All oppositions related to the Motions to Quash must be filed and served no later than September 26, 2022.
3. All oppositions related to the Motion to Transfer must be filed and served no later than October 3, 2022.
4. All responses related to the Motions to Quash and Motion to Transfer must be filed and served no later than October 11, 2022.
5. The return date for the Motions to Quash is adjourned to November 7, 2022, and the Motion to Transfer, when filed, will be returnable on the same date.

6. Nothing herein shall prejudice any party from seeking further extensions or relief as to the briefing schedule for good cause.

7. A copy of this Consent Order shall be served on the parties of record via the Court's CM/ECF system.

s/Tonianne J. Bongiovanni
Hon. Tonianne J. Bongiovanni
United States Magistrate Judge

The parties hereby consent to the form and entry of the within Order:

Dated: Bedminster, New Jersey
September 2, 2022

**WOLLMUTH MAHER &
DEUTSCH LLP**

By: /s/ Paul R. DeFilippo

Paul R. DeFilippo
Joseph F. Pacelli
90 Washington Valley Road
Bedminster, NJ 07921
Telephone: (973) 733-9200
pdefilippo@wmd-law.com
jpacelli@wmd-law.com

JONES DAY
Brad B. Erens
Morgan R. Hirst
Caitlin K. Cahow
110 North Wacker Drive, Suite 4800
Chicago, IL 60606
Telephone: (312) 782-3939
Facsimile: (312) 782-8585
bberens@jonesday.com
mhirst@jonesday.com
ccahow@jonesday.com

EVERT WEATHERSBY HOUFF
C. Michael Evert, Jr.
3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
(678) 651-1200
CMEvert@ewhlaw.com

(Applications *pro hac vice*
forthcoming)

*Attorneys for Aldrich Pump LLC and
Murray Boiler LLC*

LOWENSTEIN SANDLER LLP

By: /s/ Lynda A. Bennett

Lynda A. Bennett
Michael A. Kaplan
Rachel M. Dikovics
One Lowenstein Drive
Roseland, New Jersey 07068
Telephone: (973) 597-2500
lbennett@lowenstein.com
mkaplan@lowenstein.com
rdikovics@lowenstein.com

Attorneys for the Trusts

ANSELMi & CARVELLI, LLP

By: /s/ Andrew E. Anselmi

Andrew E. Anselmi
210 Park Avenue, Suite 301
Florham Park, New Jersey 07932
Telephone: (973) 635-6300
AAnselmi@acllp.com

*Attorneys for Verus Claim Services,
LLC*

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.
500 Fifth Avenue, 12th Floor
New York, New York 10110
-and-
90 Washington Valley Road
Bedminster, NJ 07921
Tel: (212) 382-3300
Fax: (212) 382-0050
Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

**NOTICE OF MOTION FOR AN ORDER
ADMITTING C. MICHAEL EVERT, JR. TO APPEAR *PRO HAC VICE***

TO: PARTIES ON THE COURT’S ELECTRONIC MAIL NOTICE LIST

PLEASE TAKE NOTICE that on October 3, 2022, at 10:00 a.m. or as soon thereafter as counsel may be heard, Aldrich Pump LLC and Murray Boiler LLC (“Respondents”) shall apply, pursuant Local Civil Rule 101.1(c), before the Honorable Judge Michael A. Shipp, United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Room 5W, Trenton, NJ 08608, for entry of an Order admitting C. Michael Evert, Jr. Esq., of the law firm Evert Weathersby Houff, co-counsel for Respondents in this proceeding, *Pro Hac Vice* on behalf of Respondents in the pending matter.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Respondents will rely upon the declarations of Paul R. DeFilippo and C. Michael Evert Jr. submitted herewith.

PLEASE TAKE FURTHER NOTICE that Respondents do not request the opportunity to present oral argument in support of this Motion.

PLEASE TAKE FURTHER NOTICE that a proposed order granting the relief requested is submitted herewith.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

DECLARATION OF PAUL R. DeFILIPPO IN SUPPORT OF MOTION FOR AN ORDER ADMITTING C. MICHAEL EVERT, JR. TO APPEAR *PRO HAC VICE*

I, Paul R. DeFilippo, of full age, hereby declare as follows:

1. I am a partner with the law firm of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10110.

2. I have been a member in good standing of the bar of the State of New Jersey since 1978 and a member in good standing of the bar of the United States District Court for the District of New Jersey since 1978.

3. I make this Declaration in support of the application of C. Michael Evert, Jr. to practice before this court *pro hac vice* in accordance with L. Civ. R. 101.1(c). The facts contained in the Declaration of Mr. Evert are true and correct to the best of my knowledge, information, and belief.

4. I am co-counsel of record in this matter and will work closely with Mr. Evert. As co-counsel of record, I understand that in the event that the Court grants this application, all notices, orders and pleadings shall be served upon me as local counsel, and I shall notify counsel of their receipt, and that only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees, or orders. I further understand that I will be held responsible for Mr. Evert and the conduct of this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 8, 2022

/s/ Paul R. DeFilippo
Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF C. MICHAEL EVERT, JR. IN SUPPORT OF MOTION FOR AN
ORDER ADMITTING C. MICHAEL EVERT, JR. TO APPEAR *PRO HAC VICE***

I, C. Michael Evert, Jr., of full age, hereby declare as follows:

1. I am a partner with the law firm of Evert Weathersby Houff, 3455 Peachtree Road NE, Suite 1550, Atlanta, Georgia, 30326.

2. I make this Declaration in connection with my Motion to be admitted *pro hac vice* in the above captioned civil case to represent Respondents, Aldrich Pump LLC and Murray Boiler LLC.

3. I am a member in good standing of the bar of the State of Florida and have been since 2000. The roll of attorneys for the State of Florida is maintained at 651 East Jefferson Street, Tallahassee, Florida 32399.

4. I am a member in good standing of the bar of the State Georgia and have been since 1983. The roll of attorneys for the State of Georgia is maintained at 104 Marietta Street NW, Suite 100, Atlanta, Georgia 30303.

5. I am a member in good standing of the bar of the State of Mississippi and have been since 2000. The roll of attorneys for the state of Mississippi is maintained at 643 North State Street, Jackson, Mississippi, 39202.

6. I am a member in good standing of the bar of the U.S. District Court for the Northern District of Georgia and have been since 1983. The roll of attorneys for the U.S. District Court for the Northern District of Georgia is maintained at the Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303-3309.

7. I am a member in good standing of the bar of the U.S. District Court for the Middle District of Georgia and have been since 1987. The roll of attorneys for the U.S. District Court for

the Middle District of Georgia is maintained at the William A. Bootle Federal Building & United States Courthouse, 475 Mulberry Street, Macon, GA 31201.

8. I am a member in good standing of the bar of the U.S. District Court for the Southern District of Georgia and have been since 1989. The roll of attorneys for the U.S. District Court for the Southern District of Georgia is maintained at 600 James Brown Blvd., Augusta, GA 30901.

9. I am a member in good standing of the bar of the Supreme Court of Georgia and have been since 1989. The roll of attorneys for the Supreme Court of Georgia is maintained at the Supreme Court of Georgia, 330 Capitol Avenue, S.E., 1st Floor, Suite 1100, Atlanta, GA, 30334.

10. I am a member in good standing of the bar of the U.S. District Court for the Northern District of Mississippi and have been since 2000. The roll of attorneys for the U.S. District Court for the Northern District of Mississippi is maintained at the Thomas G. Abernethy Federal Building, 203 Gilmore Dr., Amory, MS 38821.

11. I am a member in good standing of the bar of the U.S. District Court for the Southern District of Mississippi and have been since 2000. The roll of attorneys for the U.S. District Court for the Southern District of Mississippi is maintained at the Thad Cochran United States Courthouse, 501 E. Court Street, Suite 2.500, Jackson, MS 39201.

12. I am a member in good standing of the bar of the Supreme Court of Mississippi and have been since 2000. The roll of attorneys for the Supreme Court of Mississippi is maintained at the Gartin Justice Building, 450 High Street, Jackson, MS 39201.

13. I am a member in good standing of the bar of the Supreme Court of Florida and have been since 2000. The roll of attorneys for the Supreme Court of Florida is maintained at the Florida Supreme Court, 500 South Duval Street, Tallahassee, Florida 32399.

14. I am a member in good standing of the bar of the U.S. Court of Appeals for the Fourth Circuit and have been since 1991. The roll of attorneys for the U.S. Court of Appeals for the Fourth Circuit is maintained at the Lewis F. Powell Jr. Courthouse & Annex, 1100 East Main Street, Suite 501, Richmond, VA 23219.

15. I am a member in good standing of the bar of the U.S. Court of Appeals for the Fifth Circuit and have been since 2000. The roll of attorneys for the U.S. Court of Appeals for the Fifth Circuit is maintained at the John Minor Wisdom United States Court of Appeals Building, 600 Camp Street, New Orleans, LA 70130.

16. I am a member in good standing of the bar of the U.S. Court of Appeals for the Eleventh Circuit and have been since 1984. The roll of attorneys for the U.S. Court of Appeals for the Eleventh Circuit is maintained at the Elbert P. Tuttle Courthouse, 56 Forsyth Street, N.W. Atlanta, GA 30303.

17. I am a member in good standing of the bar of the Supreme Court of the United States and have been since 2018. The roll of attorneys for the Supreme Court of the United States is maintained at the Supreme Court of the United States, 1 First Street, N.E., Washington, DC 20543.

18. I am not under suspension or disbarment by any court.

19. I have no disciplinary proceeding pending against me in any jurisdiction, and no discipline has previously been imposed on me in any jurisdiction.

20. I have been advised of my obligation to make payments of an annual fee to the New Jersey Lawyers' Fund For Client Protection in accordance with New Jersey Court Rule 1:28-2.

21. I have familiarized myself with the Local Rules promulgated by this Court and will at all times conduct myself in accordance with such Rules during the conduct of this case.

22. I understand that if I am admitted *pro hac vice* to this Court, I am within its disciplinary jurisdiction and I voluntarily consent to the same and certify that I will abide with all rules, regulations and orders of this Court.

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

Dated: September 8, 2022

/s/ C. Michael Evert, Jr.
C. Michael Evert, Jr.

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

ORDER ADMITTING C. MICHAEL EVERT, JR. TO APPEAR *PRO HAC VICE*

This matter having been brought before the Court on Motion for an Order Admitting C. Michael Evert, Jr. to Appear *Pro Hac Vice*; and the Court having reviewed the moving papers of the applicant, out-of-state attorney, and considered this matter pursuant to Fed. R. Civ. P. 78, D.N.J. L. Civ. R. 101.1(c), and good cause having been shown; it is

ORDERED that C. Michael Evert, Jr. be permitted to appear *pro hac vice*; provided that pursuant to D.N.J. L. Civ. R. 101.1(c)(4), an appearance as counsel of record shall be filed promptly by a member of the bar of this Court upon whom all notices, orders and pleadings may be served, and who shall promptly notify the out-of-state attorney of their receipt. Only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees or orders; and it is further

ORDERED that C. Michael Evert, Jr. shall arrange with the New Jersey Lawyers' Fund for Client Protection for payment of the annual fee, for this year and for any year in which the out-of-state attorney continues to represent a client in a matter pending in this Court in accordance with New Jersey Court Rule 1:28-2(a) and D.N.J. L. Civ. R. 101.1(c)(2), said fee to be deposited via check payable to "Clerk, USDC" within twenty (20) days of the date of the entry of this Order; and it is further

ORDERED that C. Michael Evert, Jr. shall be bound by the Local Rules of the United States District Court for the District of New Jersey.

Dated: _____, 2022

Honorable Michael A. Shipp
United States District Judge

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.
500 Fifth Avenue, 12th Floor
New York, New York 10110
-and-
90 Washington Valley Road
Bedminster, NJ 07921
Tel: (212) 382-3300
Fax: (212) 382-0050
Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

CERTIFICATE OF SERVICE

I, **PAUL R. DEFILIPPO**, of full age, certify as follows:

1. I am an attorney-at-law of the State of New Jersey and partner with the law firm of Wollmuth Maher & Deutsch LLP, counsel to Aldrich Pump LLC and Murray Boiler LLC (“Respondents”).

2. On August 31, 2022, I caused a true and correct copy of the Respondents (1) Notice of Motion for an Order Admitting C. Michael Evert, Jr. to Appear Pro Hac Vice; (2) Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting C. Michael Evert, Jr. to Appear Pro Hac Vice; (3) Declaration of C. Michael Evert, Jr. in Support of Motion for an Order Admitting C. Michael Evert, Jr. to Appear Pro Hac Vice; (4) Order Admitting C. Michael Evert, Jr. to Appear Pro Hac Vice; and (5) this Certification of Service to be electronically filed via the Court’s CM/ECF system.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I may be subject to punishment.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

**NOTICE OF MOTION FOR AN ORDER
ADMITTING BRAD B. ERENS TO APPEAR *PRO HAC VICE***

TO: PARTIES ON THE COURT’S ELECTRONIC MAIL NOTICE LIST

PLEASE TAKE NOTICE that on October 3, 2022, at 10:00 a.m. or as soon thereafter as counsel may be heard, Aldrich Pump LLC and Murray Boiler LLC (“Respondents”) shall apply, pursuant Local Civil Rule 101.1(c), before the Honorable Judge Michael A. Shipp, United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Room 5W, Trenton, NJ 08608, for entry of an Order admitting Brad B. Erens, Esq., of the law firm Jones Day, co-counsel for Respondents in this proceeding, *Pro Hac Vice* on behalf of Respondents in the pending matter.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Respondents will rely upon the declarations of Paul R. DeFilippo and Brad B. Erens submitted herewith.

PLEASE TAKE FURTHER NOTICE that Respondents do not request the opportunity to present oral argument in support of this Motion.

PLEASE TAKE FURTHER NOTICE that a proposed order granting the relief requested is submitted herewith.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF PAUL R. DeFILIPPO IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING BRAD B. ERENS TO APPEAR *PRO HAC VICE***

I, Paul R. DeFilippo, of full age, hereby declare as follows:

1. I am a partner with the law firm of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10110.

2. I have been a member in good standing of the bar of the State of New Jersey since 1978 and a member in good standing of the bar of the United States District Court for the District of New Jersey since 1978.

3. I make this Declaration in support of the application of Brad B. Erens to practice before this court *pro hac vice* in accordance with L. Civ. R. 101.1(c). The facts contained in the Declaration of Mr. Erens are true and correct to the best of my knowledge, information, and belief.

4. I am co-counsel of record in this matter and will work closely with Mr. Erens. As co-counsel of record, I understand that in the event that the Court grants this application, all notices, orders and pleadings shall be served upon me as local counsel, and I shall notify counsel of their receipt, and that only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees, or orders. I further understand that I will be held responsible for Mr. Erens and the conduct of this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 8, 2022

/s/ Paul R. DeFilippo
Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF BRAD B. ERENS IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING BRAD B. ERENS TO APPEAR *PRO HAC VICE***

I, Brad B. Erens, of full age, hereby certify as follows:

1. I am a Partner with the law firm of Jones Day, 110 N. Upper Wacker Dr., Suite 4800, Chicago, IL 60606.

2. I make this Declaration in connection with my Motion to be admitted *pro hac vice* in the above captioned civil case to represent Respondents, Aldrich Pump LLC and Murray Boiler LLC.

3. I am a member in good standing of the bar of the Supreme Court of Illinois and have been since 1991. The roll of attorneys for the Supreme Court of Illinois is maintained at the Law Library Illinois Supreme Court, 200 E. Capitol Avenue, Second Floor, Springfield, IL 62701.

4. I am a member in good standing of the bar of the U.S. District Court for the Northern District of Illinois and have been since 1991. The roll of attorneys for the U.S. District Court for the Northern District of Illinois is maintained at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.

5. I am not under suspension or disbarment by any court.

6. I have no disciplinary proceeding pending against me in any jurisdiction, and no discipline has previously been imposed on me in any jurisdiction.

7. I have been advised of my obligation to make payments of an annual fee to the New Jersey Lawyers' Fund For Client Protection in accordance with New Jersey Court Rule 1:28-2, and have already satisfied that payment for 2022 in connection with my admission *pro hac vice* before the U.S. Bankruptcy Court for the District of New Jersey in the related bankruptcy case, *In re: LTL Management LLC*, Case No. 21-30589 (MBK).

8. I have familiarized myself with the Local Rules promulgated by this Court and will at all times conduct myself in accordance with such Rules during the conduct of this case.

9. I understand that if I am admitted *pro hac vice* to this Court, I am within its disciplinary jurisdiction and I voluntarily consent to the same and certify that I will abide with all rules, regulations and orders of this Court.

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

Dated: September 8, 2022

/s/ Brad B. Erens
Brad B. Erens

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

ORDER ADMITTING BRAD B. ERENS TO APPEAR *PRO HAC VICE*

This matter having been brought before the Court on Motion for an Order Admitting Brad B. Erens to Appear *Pro Hac Vice*; and the Court having reviewed the moving papers of the applicant, out-of-state attorney, and considered this matter pursuant to Fed. R. Civ. P. 78, D.N.J. L. Civ. R. 101.1(c), and good cause having been shown; it is

ORDERED that Brad B. Erens be permitted to appear *pro hac vice*; provided that pursuant to D.N.J. L. Civ. R. 101.1(c)(4), an appearance as counsel of record shall be filed promptly by a member of the bar of this Court upon whom all notices, orders and pleadings may be served, and who shall promptly notify the out-of-state attorney of their receipt. Only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees or orders; and it is further

ORDERED that Brad B. Erens shall arrange with the New Jersey Lawyers' Fund for Client Protection for payment of the annual fee, for this year and for any year in which the out-of-state attorney continues to represent a client in a matter pending in this Court in accordance with New Jersey Court Rule 1:28-2(a) and D.N.J. L. Civ. R. 101.1(c)(2), said fee to be deposited via check payable to "Clerk, USDC" within twenty (20) days of the date of the entry of this Order; and it is further

ORDERED that Brad B. Erens shall be bound by the Local Rules of the United States District Court for the District of New Jersey.

Dated: _____, 2022

Honorable Michael A. Shipp
United States District Judge

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

CERTIFICATE OF SERVICE

I, **PAUL R. DEFILIPPO**, of full age, certify as follows:

1. I am an attorney-at-law of the State of New Jersey and partner with the law firm of Wollmuth Maher & Deutsch LLP, counsel to Aldrich Pump LLC and Murray Boiler LLC (“Respondents”).

2. On August 31, 2022, I caused a true and correct copy of the Respondents (1) Notice of Motion for an Order Admitting Brad B. Erens to Appear Pro Hac Vice; (2) Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Brad B. Erens to Appear Pro Hac Vice; (3) Declaration of Brad B. Erens in Support of Motion for an Order Admitting Brad B. Erens to Appear Pro Hac Vice; (4) Order Admitting Brad B. Erens to Appear Pro Hac Vice; and (5) this Certification of Service to be electronically filed via the Court’s CM/ECF system.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I may be subject to punishment.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo
Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP
Paul R. DeFilippo, Esq.
500 Fifth Avenue, 12th Floor
New York, New York 10110
-and-
90 Washington Valley Road
Bedminster, NJ 07921
Tel: (212) 382-3300
Fax: (212) 382-0050
Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**NOTICE OF MOTION FOR AN ORDER
ADMITTING CAITLIN K. CAHOW TO APPEAR *PRO HAC VICE***

TO: PARTIES ON THE COURT’S ELECTRONIC MAIL NOTICE LIST

PLEASE TAKE NOTICE that on October 3, 2022, at 10:00 a.m. or as soon thereafter as counsel may be heard, Aldrich Pump LLC and Murray Boiler LLC (“Respondents”) shall apply, pursuant Local Civil Rule 101.1(c), before the Honorable Judge Michael A. Shipp, United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Room 5W, Trenton, NJ 08608, for entry of an Order admitting Caitlin K. Cahow, Esq., of the law firm Jones Day, co-counsel for Respondents in this proceeding, *Pro Hac Vice* on behalf of Respondents in the pending matter.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Respondents will rely upon the declarations of Paul R. DeFilippo and Caitlin K. Cahow submitted herewith.

PLEASE TAKE FURTHER NOTICE that Respondents do not request the opportunity to present oral argument in support of this Motion.

PLEASE TAKE FURTHER NOTICE that a proposed order granting the relief requested is submitted herewith.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF PAUL R. DeFILIPPO IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING CAITLIN K. CAHOW TO APPEAR *PRO HAC VICE***

I, Paul R. DeFilippo, of full age, hereby certify as follows:

1. I am a partner with the law firm of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10110.

2. I have been a member in good standing of the bar of the State of New Jersey since 1978 and a member in good standing of the bar of the United States District Court for the District of New Jersey since 1978.

3. I make this Declaration in support of the application of Caitlin K. Cahow to practice before this court *pro hac vice* in accordance with L. Civ. R. 101.1(c). The facts contained in the Declaration of Ms. Cahow are true and correct to the best of my knowledge, information, and belief.

4. I am co-counsel of record in this matter and will work closely with Ms. Cahow. As co-counsel of record, I understand that in the event that the Court grants this application, all notices, orders and pleadings shall be served upon me as local counsel, and I shall notify counsel of their receipt, and that only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees, or orders. I further understand that I will be held responsible for Ms. Cahow and the conduct of this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 8, 2022

/s/ Paul R. DeFilippo
Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF CAITLIN K. CAHOW IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING CAITLIN K. CAHOW TO APPEAR *PRO HAC VICE***

I, Caitlin K. Cahow, of full age, hereby certify as follows:

1. I am an Associate with the law firm of Jones Day, 110 N. Upper Wacker Dr., Suite 4800, Chicago, IL 60606.
2. I make this Declaration in connection with my Motion to be admitted *pro hac vice* in the above captioned civil case to represent Respondents, Aldrich Pump LLC and Murray Boiler LLC.
3. I am a member in good standing of the bar of the State of Illinois and have been since 2014. The roll of attorneys for the State of Illinois is maintained at 424 S. Second Street, Springfield, Illinois, 62704-1779.
4. I am not under suspension or disbarment by any court.
5. I have no disciplinary proceeding pending against me in any jurisdiction, and no discipline has previously been imposed on me in any jurisdiction.
6. I have been advised of my obligation to make payments of an annual fee to the New Jersey Lawyers' Fund For Client Protection in accordance with New Jersey Court Rule 1:28-2.
7. I have familiarized myself with the Local Rules promulgated by this Court and will at all times conduct myself in accordance with such Rules during the conduct of this case.
8. I understand that if I am admitted *pro hac vice* to this Court, I am within its disciplinary jurisdiction and I voluntarily consent to the same and certify that I will abide with all rules, regulations and orders of this Court.

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

Dated: September 8, 2022

/s/ Caitlin K. Cahow
Caitlin K. Cahow

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

ORDER ADMITTING CAITLIN K. CAHOW TO APPEAR *PRO HAC VICE*

This matter having been brought before the Court on Motion for an Order Admitting Caitlin K. Cahow to Appear *Pro Hac Vice*; and the Court having reviewed the moving papers of the applicant, out-of-state attorney, and considered this matter pursuant to Fed. R. Civ. P. 78, D.N.J. L. Civ. R. 101.1(c), and good cause having been shown; it is

ORDERED that Caitlin K. Cahow be permitted to appear *pro hac vice*; provided that pursuant to D.N.J. L. Civ. R. 101.1(c)(4), an appearance as counsel of record shall be filed promptly by a member of the bar of this Court upon whom all notices, orders and pleadings may be served, and who shall promptly notify the out-of-state attorney of their receipt. Only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees or orders; and it is further

ORDERED that Caitlin K. Cahow shall arrange with the New Jersey Lawyers' Fund for Client Protection for payment of the annual fee, for this year and for any year in which the out-of-state attorney continues to represent a client in a matter pending in this Court in accordance with New Jersey Court Rule 1:28-2(a) and D.N.J. L. Civ. R. 101.1(c)(2), said fee to be deposited via check payable to "Clerk, USDC" within twenty (20) days of the date of the entry of this Order; and it is further

ORDERED that Caitlin K. Cahow shall be bound by the Local Rules of the United States District Court for the District of New Jersey.

Dated: _____, 2022

Honorable Michael A. Shipp
United States District Judge

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

CERTIFICATE OF SERVICE

I, **PAUL R. DEFILIPPO**, of full age, certify as follows:

1. I am an attorney-at-law of the State of New Jersey and partner with the law firm of Wollmuth Maher & Deutsch LLP, counsel to Aldrich Pump LLC and Murray Boiler LLC (“Respondents”).

2. On August 31, 2022, I caused a true and correct copy of the Respondents (1) Notice of Motion for an Order Admitting Caitlin K. Cahow to Appear Pro Hac Vice; (2) Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Caitlin K. Cahow to Appear Pro Hac Vice; (3) Declaration of Caitlin K. Cahow in Support of Motion for an Order Admitting Caitlin K. Cahow to Appear Pro Hac Vice; (4) Order Admitting Caitlin K. Cahow to Appear Pro Hac Vice; and (5) this Certification of Service to be electronically filed via the Court’s CM/ECF system.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I may be subject to punishment.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**NOTICE OF MOTION FOR AN ORDER
ADMITTING MORGAN R. HIRST TO APPEAR *PRO HAC VICE***

TO: PARTIES ON THE COURT’S ELECTRONIC MAIL NOTICE LIST

PLEASE TAKE NOTICE that on October 3, 2022, at 10:00 a.m. or as soon thereafter as counsel may be heard, Aldrich Pump LLC and Murray Boiler LLC (“Respondents”) shall apply, pursuant Local Civil Rule 101.1(c), before the Honorable Judge Michael A. Shipp, United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Room 5W, Trenton, NJ 08608, for entry of an Order admitting Morgan R. Hirst, Esq., of the law firm Jones Day, co-counsel for Respondents in this proceeding, *Pro Hac Vice* on behalf of Respondents in the pending matter.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Respondents will rely upon the declarations of Paul R. DeFilippo and Morgan R. Hirst submitted herewith.

PLEASE TAKE FURTHER NOTICE that Respondents do not request the opportunity to present oral argument in support of this Motion.

PLEASE TAKE FURTHER NOTICE that a proposed order granting the relief requested is submitted herewith.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF PAUL R. DeFILIPPO IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING MORGAN R. HIRST TO APPEAR *PRO HAC VICE***

I, Paul R. DeFilippo, of full age, hereby certify as follows:

1. I am a partner with the law firm of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10110.

2. I have been a member in good standing of the bar of the State of New Jersey since 1978 and a member in good standing of the bar of the United States District Court for the District of New Jersey since 1978.

3. I make this Declaration in support of the application of Morgan R. Hirst to practice before this court *pro hac vice* in accordance with L. Civ. R. 101.1(c). The facts contained in the Declaration of Mr. Hirst are true and correct to the best of my knowledge, information, and belief.

4. I am co-counsel of record in this matter and will work closely with Mr. Hirst. As co-counsel of record, I understand that in the event that the Court grants this application, all notices, orders and pleadings shall be served upon me as local counsel, and I shall notify counsel of their receipt, and that only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees, or orders. I further understand that I will be held responsible for Mr. Hirst and the conduct of this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 8, 2022

/s/ Paul R. DeFilippo
Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

**DECLARATION OF MORGAN R. HIRST IN SUPPORT OF MOTION
FOR AN ORDER ADMITTING MORGAN R. HIRST TO APPEAR *PRO HAC VICE***

I, Morgan R. Hirst, of full age, hereby certify as follows:

1. I am a Partner with the law firm of Jones Day, 110 N. Upper Wacker Dr., Suite 4800, Chicago, IL 60606.

2. I make this Declaration in connection with my Motion to be admitted *pro hac vice* in the above captioned civil case to represent Respondents, Aldrich Pump LLC and Murray Boiler LLC.

3. I am a member in good standing of the bar of the Supreme Court of Illinois and have been since 2001. The roll of attorneys for the Supreme Court of Illinois is maintained at the Law Library Illinois Supreme Court, 200 E. Capitol Avenue, Second Floor, Springfield, IL 62701.

4. I am a member in good standing of the bar of the U.S. District Court for the Northern District of Illinois and have been since 2002. The roll of attorneys for the U.S. District Court for the Northern District of Illinois is maintained at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.

5. I am a member in good standing of the bar of the Eastern District of Michigan and have been since 2012. The roll of attorneys for the Eastern District of Michigan is maintained at the Theodore Levin United States Courthouse, 231 W. Lafayette Blvd., 5th Floor, Detroit, MI 48226.

6. I am a member in good standing of the bar of the U.S. Court of Appeals for the Fifth Circuit and have been since 2005. The roll of attorneys for the U.S. Court of Appeals for the Fifth Circuit is maintained at the John Minor Wisdom United States Court of Appeals Building, 600 Camp Street, New Orleans, LA 70130.

7. I am a member in good standing of the bar of the U.S. Court of Appeals for the Sixth Circuit and have been since 2009. The roll of attorneys for the U.S. Court of Appeals for the Sixth Circuit is maintained at the Potter Stewart U.S. Courthouse, 100 E 5th Street, Cincinnati, OH 45202.

8. I am a member in good standing of the bar of the U.S. Court of Appeals for the Seventh Circuit and have been since 2006. The roll of attorneys for the U.S. Court of Appeals for the Seventh Circuit is maintained at Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn Street, Room 2722, Chicago, IL 60604.

9. I am not under suspension or disbarment by any court.

10. I have no disciplinary proceeding pending against me in any jurisdiction, and no discipline has previously been imposed on me in any jurisdiction.

11. I have been advised of my obligation to make payments of an annual fee to the New Jersey Lawyers' Fund For Client Protection in accordance with New Jersey Court Rule 1:28-2.

12. I have familiarized myself with the Local Rules promulgated by this Court and will at all times conduct myself in accordance with such Rules during the conduct of this case.

13. I understand that if I am admitted *pro hac vice* to this Court, I am within its disciplinary jurisdiction and I voluntarily consent to the same and certify that I will abide with all rules, regulations and orders of this Court.

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

Dated: September 8, 2022

/s/ Morgan R. Hirst
Morgan R. Hirst

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo

90 Washington Valley Road

Bedminster, New Jersey 07921

- and -

500 Fifth Avenue

New York, New York 10110

Tel: (212) 382-3300

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

ORDER ADMITTING MORGAN R. HIRST TO APPEAR *PRO HAC VICE*

This matter having been brought before the Court on Motion for an Order Admitting Morgan R. Hirst to Appear *Pro Hac Vice*; and the Court having reviewed the moving papers of the applicant, out-of-state attorney, and considered this matter pursuant to Fed. R. Civ. P. 78, D.N.J. L. Civ. R. 101.1(c), and good cause having been shown; it is

ORDERED that Morgan R. Hirst be permitted to appear *pro hac vice*; provided that pursuant to D.N.J. L. Civ. R. 101.1(c)(4), an appearance as counsel of record shall be filed promptly by a member of the bar of this Court upon whom all notices, orders and pleadings may be served, and who shall promptly notify the out-of-state attorney of their receipt. Only an attorney at law of this Court may file papers, enter appearances for parties, sign stipulations, or sign and receive payments on judgments, decrees or orders; and it is further

ORDERED that Morgan R. Hirst shall arrange with the New Jersey Lawyers' Fund for Client Protection for payment of the annual fee, for this year and for any year in which the out-of-state attorney continues to represent a client in a matter pending in this Court in accordance with New Jersey Court Rule 1:28-2(a) and D.N.J. L. Civ. R. 101.1(c)(2), said fee to be deposited via check payable to "Clerk, USDC" within twenty (20) days of the date of the entry of this Order; and it is further

ORDERED that Morgan R. Hirst shall be bound by the Local Rules of the United States District Court for the District of New Jersey.

Dated: _____, 2022

Honorable Michael A. Shipp
United States District Judge

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

*Co-Counsel for Aldrich Pump LLC and
Murray Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

Chapter 11

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for the
Western District of North Carolina)

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY SETTLEMENT
TRUST, GST SETTLEMENT FACILITY, KAISER
ALUMINUM & CHEMICAL CORPORATION
ASBESTOS PERSONAL INJURY TRUST,
QUIGLEY COMPANY, INC. ASBESTOS PI
TRUST, T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party.

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

CERTIFICATE OF SERVICE

I, **PAUL R. DEFILIPPO**, of full age, certify as follows:

1. I am an attorney-at-law of the State of New Jersey and partner with the law firm of Wollmuth Maher & Deutsch LLP, counsel to Aldrich Pump LLC and Murray Boiler LLC (“Respondents”).

2. On August 31, 2022, I caused a true and correct copy of the Respondents (1) Notice of Motion for an Order Admitting Morgan R. Hirst to Appear Pro Hac Vice; (2) Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Morgan R. Hirst to Appear Pro Hac Vice; (3) Declaration of Morgan R. Hirst in Support of Motion for an Order Admitting Morgan R. Hirst to Appear Pro Hac Vice; (4) Order Admitting Morgan R. Hirst to Appear Pro Hac Vice; and (5) this Certification of Service to be electronically filed via the Court’s CM/ECF system.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I may be subject to punishment.

Dated: September 8, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul R. DeFilippo

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.

500 Fifth Avenue, 12th Floor

New York, New York 10110

-and-

90 Washington Valley Road

Bedminster, NJ 07921

Tel: (212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

Co-Counsel for Aldrich Pump LLC and

Murray Boiler LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY
SETTLEMENT TRUST, GST SETTLEMENT
FACILITY, KAISER ALUMINUM &
CHEMICAL CORPORATION ASBESTOS
PERSONAL INJURY TRUST, QUIGLEY
COMPANY, INC. ASBESTOS PI TRUST, T H
AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party,

NON-PARTY CERTAIN MATCHING
CLAIMANTS,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608
(JCW)
(United States Bankruptcy Court
for the Western District of North
Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Honorable Tonianne J.
Bongiovanni

**RESPONDENTS' NOTICE OF MOTION
TO TRANSFER SUBPOENA-RELATED MOTIONS
TO THE ISSUING COURT, THE UNITED STATES BANKRUPTCY
COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

**TO: Michael Andrew Kaplan
Rachel Moseson Dikovics
Lynda A. Bennett
LOWENSTEIN SANDLER LLP
Owen Lowenstein Drive
Roseland, NJ 07068**

**Andrew E. Anselmi
Zachary D. Wellbrock
ANSELM I & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, NJ 07932**

**Joseph H. Lemkin
Timothy P. Duggan
STARK & STARK, PC
993 Lenox Drive, Building Two
Lawrenceville, NJ 08648**

PLEASE TAKE NOTICE that on **November 7, 2022**, Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray,” and together with Aldrich, the “Debtors”), by and through their undersigned counsel, shall move before the United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse at 402 East State Street in Trenton, New Jersey 08608, seeking an Order pursuant to Fed. R. Civ. P. 45(f) transferring to the United States Bankruptcy Court for the Western District of North Carolina proceedings related to the following subpoena-related motions:

(1) Third-Party Asbestos Trusts’ Motion to Quash Subpoenas and In Support of Stay, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Aug. 19, 2022) [D.I. 1];

(2) Verus Claim Services, LLC's Motion to Quash Subpoena and to Stay, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Aug. 19, 2022) [D.I. 5];

(3) Non-Party Certain Matching Claimants' Joinders and Motion to Quash, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Sept. 2, 2022) [D.I. 13]; and

(4) Non-Party Certain Matching Claimants' Motion to Proceed Anonymously, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Sept. 2, 2022) [D.I. 14].

PLEASE TAKE FURTHER NOTICE that in support of the within application, the Debtors will rely upon the accompanying Memorandum of Law, the September 9, 2022 Declaration of Debtors' counsel, Paul DeFilippo, and the exhibits thereto.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

Dated: September 9, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul DeFilippo
Joseph F. Pacelli
WOLLMUTH MAHER & DEUTSCH LLP
90 Washington Valley Road
Bedminster, NJ 07921
Telephone: (973) 733-9200
pdefilippo@wmd-law.com
jpacelli@wmd-law.com

Brad B. Erens
Morgan R. Hirst
Caitlin K. Cahow
JONES DAY
110 North Wacker Drive, Suite 4800
Chicago, IL 60606
Telephone: (312) 782-3939
Facsimile: (312) 782-8585
bberens@jonesday.com
mhirst@jonesday.com
ccahow@jonesday.com

C. Michael Evert, Jr.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
(678) 651-1200
CMEvert@ewhlaw.com

(Applications *pro hac vice* pending)

*Attorneys for Aldrich Pump LLC and Murray
Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY
SETTLEMENT TRUST, GST SETTLEMENT
FACILITY, KAISER ALUMINUM &
CHEMICAL CORPORATION ASBESTOS
PERSONAL INJURY TRUST, QUIGLEY
COMPANY, INC. ASBESTOS PI TRUST, T H
AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party,

NON-PARTY CERTAIN MATCHING
CLAIMANTS,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608
(JCW)

(United States Bankruptcy Court
for the Western District of North
Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Honorable Tonianne J.
Bongiovanni

Motion Day: November 7, 2022

**ALDRICH PUMP LLC AND MURRAY BOILER LLC'S
MEMORANDUM OF LAW IN SUPPORT OF THEIR
MOTION TO TRANSFER SUBPOENA-RELATED
MOTIONS TO THE ISSUING COURT,
THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
PRELIMINARY STATEMENT	1
RELEVANT FACTUAL BACKGROUND.....	4
A. The Debtors’ Chapter 11 Bankruptcy Cases.....	4
B. The Debtors’ Bankruptcy Court Motion.....	6
C. The Bankruptcy Court Overruled Objections and Authorized Service of the Subpoenas	7
D. The Subpoenas and Subpoena-Related Motions.....	8
E. The Third Circuit’s <i>In re Bestwall</i> Decision.....	10
ARGUMENT	12
I. THIS COURT SHOULD TRANSFER ALL SUBPOENA-RELATED MOTIONS TO THE ISSUING COURT	12
A. Transferring This Action Is Necessary to Avoid the Risk of Inconsistent Rulings	14
B. Judicial Economy Favors Transferring this Proceeding	17
C. The Exceptional Circumstances Outweigh Verus’s, the Trusts’ and the Matching Claimants’ Interest in a Local Resolution.....	18
CONCLUSION.....	19

TABLE OF AUTHORITIES

	Page
CASES	
<i>Aldrich Pump LLC v. Paddock Enterprises, LLC</i> , No. 22-mc-51346-GAD-JJCG (E.D. Mich. 2022)	9
<i>Bell v. ATH Holding Co., LLC</i> , Misc. No. 18-148, 2018 WL 3429710 (E.D. Pa. July 16, 2018).....	17
<i>First Green Pet Shop Enters., LLC v. Maze Innovations, Inc.</i> , Misc. No. 16-894, 2016 WL 5936892 (W.D. Pa. Oct. 12, 2016)	15
<i>First Niagara Risk Mgmt., Inc. v. Folino</i> , 18-mc-75, 2018 WL 3242305 (W.D. Pa. Feb. 20, 2018)	15
<i>Genesis Abstract, LLC v. Bibby</i> , Civ. No. 17-302, 2017 WL 1382023 (D.N.J. Apr. 18, 2017)	14, 15
<i>Green v. Cosby</i> , 216 F. Supp. 3d 560 (E.D. Pa. 2016).....	14, 15
<i>In re Aldrich Pump LLC</i> , Case No. 20-30608 (JCW) (Bankr. W.D.N.C. 2020).....	passim
<i>In re Aldrich Pump LLC</i> , No. 1:22-mc-00080 (D.D.C. 2022)	10

In re Aldrich Pump LLC,
 No. 1:22-mc-00308-CFC
 (D. Del. 2022)9–10

In re Bestwall LLC,
 No. 17-BK-31795 (LTB)
 (Bankr. W.D.N.C. Mar. 14, 2021)13–14

In re Bestwall LLC,
 No. 21-2263, 2022 WL 3642106, -- F.4th --
 (3d Cir. Aug. 24, 2022).....2, 10–12, 14

In re Caesars Ent. Operating Co., Inc.,
 558 B.R. 156
 (Bankr. W.D. Pa. 2016)15

In re DBMP LLC,
 No. 1:22-mc-0009-LMB-TCB
 (E.D. Va. May 31, 2022)7, 17

In re DBMP LLC,
 No. 20-30080
 (Bankr. W.D.N.C. 2020).....7, 13

In re Garlock Sealing Techs., LLC,
 504 B.R. 71
 (Bankr. W.D.N.C. 2014).....5–6

In re Nonparty Subpoenas to PPG Indus., Inc.,
 No. 2:20-mc-00296-RJC, 2020 WL 1445844
 (W.D. Pa. Mar. 25, 2020)15

In re Paddock Enterprises, LLC,
 No. 20-10028 (LSS)
 (Bankr. D. Del. 2022)10

Meijer Inc. v. Ranbaxy Inc.,
Misc. No. 17-91, 2017 WL 2591937
(E.D. Pa. June 15, 2017)15, 18

N. Atl. Operating Co., Inc. v. Dunhuang Grp.,
No. 18-mc-154-LPS, 2018 WL 3381300
(D. Del. July 11, 2018)13, 15, 17–18, 19

United States ex rel. Simpson v. Bayer Corp.,
Misc. No. 16-207, 2016 WL 7239892
(E.D. Pa. Dec. 15, 2016).....14, 15, 18–19

STATUTES

11 U.S.C. § 502(c)1, 4

11 U.S.C. § 524(g)4

OTHER AUTHORITIES

Fed. R. Civ. P. 45(f).....passim

PRELIMINARY STATEMENT

Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”) (collectively, the “Debtors”) are debtors in Chapter 11 proceedings pending in the Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”). Pursuant to an order of the Bankruptcy Court, the Debtors served subpoenas duces tecum (the “Subpoenas”)¹ upon Verus Claim Services, LLC (“Verus”) and eight third-party asbestos settlement trusts for whom Verus processes claims² (collectively, the “Trusts”). The Subpoenas seek information in aid of an estimation proceeding taking place in the Debtors’ bankruptcy cases pursuant to Section 502(c) of the Bankruptcy Code, information which the Bankruptcy Court has already ruled is “relevant and necessary” to those cases. Verus, the Trusts, and certain asbestos personal injury claimants who asserted and resolved claims against the Debtors, and also made claims against the Trusts (the “Matching Claimants,” and together with Verus and the Trusts, the “Movants”) have now moved to quash the Subpoenas, and the Matching Claimants have moved

¹ See Subpoenas, attached as Exhibits A–I to the accompanying Declaration of Debtor’s New Jersey counsel, Paul DeFilippo (“Debtors’ Counsel’s Decl.”).

² ACandS Asbestos Settlement Trust; Combustion Engineering 524(g) Asbestos PI Trust; G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; GST Settlement Facility; Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; Quigley Company, Inc. Asbestos PI Trust; T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and Yarway Asbestos Personal Injury Trust.

to proceed anonymously. Pursuant to Federal Rule of Civil Procedure 45(f), the Debtors respectfully submit this memorandum in support of their Motion to Transfer these proceedings to the Bankruptcy Court.

This Court should transfer the motions to the Bankruptcy Court under Rule 45(f). In its recent ruling concerning similar subpoenas issued in another bankruptcy case pending in the Western District of North Carolina, *In re Bestwall*, the Third Circuit observed:

The drafters of Rule 45 contemplated exactly that, saying it may not be appropriate for the court asked to enforce a subpoena to resolve a motion to quash if the issuing court “has already ruled on issues presented by the motion[.]” Fed. R. Civ. P. 45(f) advisory committee’s note to 2013 amendment. In that instance, transferring the motion to the issuing court, pursuant to Rule 45(f), “may be warranted[.]” *Id.*

In re Bestwall LLC, No. 21-2263, 2022 WL 3642106, *7, -- F.4th -- (3d Cir. Aug. 24, 2022).

Transferring these proceedings to the Bankruptcy Court is warranted and appropriate under Rule 45(f). In this case, the Bankruptcy Court (i) previously issued an order authorizing the issuance of the Subpoenas, finding the discovery sought was “relevant and necessary,”³ (ii) considered and overruled many of the

³ See Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr W.D.N.C. July 1, 2022) [D.I. 1240] (the “Bankruptcy Court Order”) ¶ 5, attached as a rider to Debtors’ Counsel’s Decl. Exs. A–I, Subpoenas.

same objections that Movants advance here related to relevance, burden, privacy and confidentiality, (iii) has demonstrated sensitivity and concern for the safekeeping of the data sought by the Subpoenas, and (iv) is intimately familiar with the nature and scope of the evidence that will be relevant as part of the Debtors' estimation proceeding.

Not only does transfer make sense, given the Bankruptcy Court's detailed prior rulings on the issues raised by Movants, but it also furthers judicial economy and avoids the risk of inconsistent rulings. The Debtors, with the approval of the Bankruptcy Court, served identical Subpoenas on 22 entities, and there are now Motions to Quash and/or Compel pending in four other courts across the country that raise nearly identical issues. *See infra* 9–10 n. 12–15. The Debtors have already moved, or will shortly, in each proceeding to transfer the matters to the Bankruptcy Court. Pursuant to the Federal Rules of Civil Procedure, as the “issuing court” for the Subpoenas in question, the Bankruptcy Court is the only forum where such consolidation is possible.

Given that “exceptional circumstances” exist under Rule 45(f), the Debtors respectfully request that, in the interests of judicial economy, the Court grant their motion to transfer these proceedings to the Bankruptcy Court.

RELEVANT FACTUAL BACKGROUND

A. The Debtors' Chapter 11 Bankruptcy Cases

On June 18, 2020, the Debtors voluntarily filed chapter 11 bankruptcy petitions in the United States Bankruptcy Court for the Western District of North Carolina, which remain pending and active. *See In re Aldrich Pump LLC, et al.*, Case No. 20-30608 (JCW) (Jointly Administered) (Bankr. W.D.N.C. 2020). The Debtors filed their chapter 11 cases to address the unrelenting burden of asbestos tort claims pursued against them. The Debtors' goal in the bankruptcy cases is to establish a trust under section 524(g) of the Bankruptcy Code to fairly and efficiently resolve present and future asbestos claims against them. The Debtors have made substantial progress towards that goal, having reached a settlement with the Future Claimants' Representative (the "FCR") – the fiduciary representative for the largest claimant constituency in the Debtors' bankruptcy cases – on a plan and section 524(g) trust funded in the amount of \$545 million. The Official Committee of Asbestos Personal Injury Claimants in the Debtors' bankruptcy cases (the "ACC"), the representative for asbestos-personal injury claimants with claims pending against the Debtors, has not agreed to the plan or proposed trust.

A core issue in the Debtors' bankruptcy cases is how to estimate or value the Debtors' liability for asbestos claims, which will be determined in an estimation proceeding pursuant to section 502(c) of the Bankruptcy Code. The estimation

proceeding will, among other things, help inform the merits of the settlement the Debtors have reached with the FCR and the plan proposed by the Debtors and the FCR.

Based on positions taken in other asbestos bankruptcies, the ACC will argue that the Debtors' historical settlements of asbestos claims are an accurate and appropriate guide to measure the Debtors' liability for current and future asbestos personal injury claims. Several years ago, after being presented with a fulsome record that included the type of data sought by these Subpoenas, a bankruptcy court explicitly rejected that position. *In re Garlock Sealing Techs., LLC*, 504 B.R. 71 (Bankr. W.D.N.C. 2014) ("*Garlock*"). There, the court found that the debtor's "settlement history data [did] not accurately reflect fair settlements because [asbestos] exposure evidence was withheld" from the debtor in the tort system. *Id.* at 94. *Garlock* found widespread failures on the part of asbestos claimants to disclose, in response to discovery requests, either exposure to asbestos from alternative sources or recovery from other sources for their personal injury claims. The Debtors were involved in many of the same tort cases where the *Garlock* court found that the settlement history was tainted.

For the Debtors to present their case as to an accurate estimate of the Debtors' liabilities, the Debtors require information beyond what is available to them—specifically, information indicating whether claimants in the tort system

failed to fully disclose evidence of alternative exposures and recoveries, as was found, and heavily relied upon, in *Garlock*.

B. The Debtors’ Bankruptcy Court Motion

On April 7, 2022, the Debtors filed a motion in the Bankruptcy Court (the “Bankruptcy Court Motion”)⁴ seeking an order authorizing them to issue subpoenas on a number of entities, including Verus and the Trusts. The Subpoenas were modeled after subpoenas issued by another debtor whose case is also pending before the Bankruptcy Court, DBMP LLC, and seek data to inform the Debtors’ estimation case and proposed plan, including data regarding claimants’ claiming history against asbestos trusts. The ACC and one subpoena target filed written objections⁵ to the Debtors’ motion in front of the Bankruptcy Court.

⁴ See Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. Apr. 7, 2022) [D.I. 1111], attached as Exhibit J to the Debtor’s Counsel’s Decl.

⁵ See The Official Committee of Asbestos Personal Injury Claimants’ Objection to the Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. May 6, 2022) [D.I. 1162] (“ACC’s Objection to Bankruptcy Court Motion”).

See also Paddock Enterprises, LLC’s (I) Objection to Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC and (II) Motion for Limited Adjournment of Hearing on Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, No. 20-30608 (Bankr. W.D.N.C. May 6, 2022) [D.I. 1161] (“Paddock’s Objection to Bankruptcy Court Motion”).

C. The Bankruptcy Court Overruled Objections and Authorized Service of the Subpoenas

On May 26, 2022, the Bankruptcy Court held oral argument on the Debtors’ motion to issue the Subpoenas; objectors again raised previously-asserted written objections that the discovery sought was burdensome, created confidentiality concerns, and lacked proportionality to the needs of the case.⁶ At the conclusion of the hearing, the Bankruptcy Court granted the Debtors’ motion. In doing so, the Bankruptcy Court noted that it was relying in significant part upon its prior ruling granting authority, over objections from certain trusts, on nearly identical subpoenas requested in *In re DBMP* just a few months earlier. *See* Debtors’ Counsel’s Decl. Ex. K, May 26, 2022 Trans. at 57:6–8 (the Bankruptcy Court: “I generally agree with the debtor here and I believe that, particularly, the response brief for the reasons stated in that and as announced in the *DBMP* matter.”).⁷

The Bankruptcy Court formalized its ruling in *Aldrich* granting the Debtors’

⁶ *See* Transcript of Proceedings Held May 26, 2022, *In re Aldrich Pump LLC*, No. 20-30608 (Bankr. W.D.N.C.) (JCW) (the “May 26, 2022 Trans.”), attached as Exhibit K to the Debtors’ Counsel’s Decl.

⁷ Earlier this month, Judge Whitley denied a motion to quash the subpoenas issued in *DBMP* after the United States District Court for the Eastern District of Virginia transferred the subpoena-related motion to the Bankruptcy Court pursuant to Rule 45(f). *See* Transcript of Proceedings Held Aug. 11, 2022, *In re DBMP LLC*, No. 20-30080 (Bankr. W.D.N.C. Aug. 11, 2022), attached as Exhibit M to the Debtor’s Counsel’s Decl.; Order, *In re DBMP LLC*, No. 1:22-mc-0009-LMB-TCB (E.D. Va. May 31, 2022) [D.I. 42] (granting motion to transfer).

motion in a written order on July 1, 2022. *See* Debtors’ Counsel’s Decl. Rider to Exs. A–I, Bankruptcy Court Order. In addition to authorizing service of the Subpoenas, the Bankruptcy Court specifically held that the information the Debtors seek is relevant and necessary to their bankruptcy cases:

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases.

Debtors’ Counsel’s Decl. Rider to Exs. A–I, Bankruptcy Court Order ¶ 5.

D. The Subpoenas and Subpoena-Related Motions

Shortly after the issuance of the Bankruptcy Court Order, the Debtors served the Subpoenas on Verus and the Trusts. The Bankruptcy Court Order is a rider to each of the Subpoenas. *See id.*

On August 19, 2022, the Trusts filed their Motion to Quash and In Support of Stay.⁸ Verus filed its Motion to Quash Subpoena and to Stay later that same

⁸ *See* Memorandum of Law in Support of Third-Party Asbestos Trusts’ Motion to Quash Subpoenas and In Support of Stay [D.I. 1-1] (the “Trusts Motion”).

day.⁹ The Matching Claimants joined in those motions on September 2, 2022,¹⁰ and also filed a motion to proceed anonymously.¹¹ The Motions to Quash argue many of the same issues previously ruled on by the Bankruptcy Court. *See* Argument, Section I.A, *infra* at 15–16.

In addition, motion practice concerning the other subpoenas authorized by the Bankruptcy Court Order is ongoing in the United States District Courts for the Eastern District of Michigan,¹² the District of Delaware,¹³ and the District for the

⁹ *See* Verus Claim Services, LLC’s Memorandum of Law in Support of its Motion to Quash Subpoena and to Stay [D.I. 5-1] (the “Verus Motion”).

¹⁰ *See* Non-Party Certain Matching Claimants’ Memorandum of Law in Support of Motion to Quash or Modify Subpoenas and (II) Joinders [D.I. 13-3] (the “Matching Claimants Motion,” and together with the Trusts Motion and the Verus Motion, the “Motions to Quash”).

¹¹ *See* Non-Party Certain Matching Claimants’ Memorandum of Law in Support of Motion to Proceed Anonymously [D.I. 14-3] (together with the Motions to Quash, the “Motions”).

¹² *See* Motion to Transfer this Proceeding to the Bankruptcy Court for the Western District of North Carolina, or Alternatively, Compel Paddock Enterprises, LLC to Comply with Subpoena, *Aldrich Pump LLC v. Paddock Enterprises, LLC*, No. 22-mc-51346-GAD-JJCG (E.D. Mich. Aug. 19, 2022) [D.I. 1].

¹³ *See* Third-Party Asbestos Trusts’ Motion to Quash or Modify Subpoenas, *In re Aldrich Pump LLC*, No. 1:22-mc-00308-CFC (D. Del. July 25, 2022) [D.I. 1]; Delaware Claims Processing Facility, LLC’s (I) Motion to Quash or Modify Subpoena and (II) Joinder, *In re Aldrich Pump LLC*, No. 1:22-mc-00308-CFC (D. Del. July 26, 2022) [D.I. 3]; Non-Party Certain Matching Claimants’ (I) Motion to Quash or Modify Subpoenas and (II) Joinders, *In re Aldrich Pump LLC*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 13]; Non-Party Certain Matching Claimants’ Motion to Proceed Anonymously, *In re Aldrich Pump LLC*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 14]; Kazan McClain Matching Claimants’ Motion to Quash and Joinders in Third Party Asbestos Trusts’ and

District of Columbia,¹⁴ along with the United States Bankruptcy Court for the District of Delaware.¹⁵

E. The Third Circuit’s *In re Bestwall* Decision¹⁶

In re Bestwall is a third asbestos bankruptcy case pending in the United States Bankruptcy Court for the Western District of North Carolina, albeit before a different judge than the judge presiding over the *Aldrich* and *DBMP* bankruptcies (the “Bestwall Bankruptcy Court”). Prior to the Bankruptcy Court’s orders in this case and *DBMP*, the Bestwall Bankruptcy Court authorized the issuance of similar, but far more expansive, subpoenas to asbestos personal injury trusts and the facility administering claims directed to those trusts, over the objections of the claims

Delaware Claims Processing Facility, LLC’s Motions to Quash or Modify Subpoenas, *In re Aldrich Pump LLC*, No. 1:22-mc-00308-CFC (D. Del. Aug. 23, 2022) [D.I. 15].

¹⁴ See The Manville Trust Matching Claimants’ Motion to Quash or Modify Subpoena, or Alternatively For Protective Order, *In re Aldrich Pump LLC*, No. 1:22-mc-00080 (D.D.C. Aug. 23, 2022) [D.I. 4]; Movants the Manville Trust Matching Claimants’ Motion to Proceed Anonymously, *In re Aldrich Pump LLC*, No. 1:22-mc-00080 (D.D.C. Aug. 23, 2022) [D.I. 1].

¹⁵ See Reorganized Debtor Paddock Enterprises, LLC’s Motion for a Protective Order in Connection with Subpoenas and Requests for Claims-Related Information, or, in the Alternative, Motion to Quash, *In re Paddock Enterprises, LLC*, No. 20-10028 (LSS) (Bankr. D. Del. July 27, 2022) [D.I. 1518].

¹⁶ Shortly after the Third Circuit issued the *Bestwall* decision, each of the Movants withdrew the portion of their Motions which sought a stay pending that decision. See Letter from Lynda A. Bennett, *In re Aldrich Pump*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Aug. 25, 2022) [D.I. 9]; Letter from Andrew E. Anselmi, *In re Aldrich Pump*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Aug. 26, 2022) [D.I. 10].

processing facility who appeared before the Bestwall Bankruptcy Court and argued against the issuance of the subpoenas. *See In re Bestwall LLC*, 2022 WL 3642106, at *2–3.

After service of the subpoenas, the trusts that were the subjects of the subpoenas filed motions to quash the subpoenas in the District Court for the District of Delaware, arguing a variety of grounds similar to those advanced in the motions here. The District Court found that “Bestwall has demonstrated a legitimate purpose for requesting the Claimant data” but ultimately sustained the objections, and granted the motions to quash. *Id.* at *3. The objections before this Court rely in large part on the prior District Court decision quashing the subpoena in *In re Bestwall*. The debtor in *In re Bestwall* appealed the District Court’s decision to the Third Circuit.

Two weeks ago, on August 24, 2022, the Third Circuit issued a 23-page opinion, reversing the District Court and ordering that the subpoenas be enforced as originally ordered by the Bestwall Bankruptcy Court. *Id.* at *1, *8. The Third Circuit held that the Trusts were collaterally estopped by the Bestwall Bankruptcy Court’s ruling authorizing issuance of the subpoena based on the appearance and objections advanced by DCPF in the Bankruptcy Court *Id.* at *5–7. The Court found that, on a motion to quash a Rule 45 subpoena, “[w]here, as here, the

movants or its privy has already litigated the relevant issues elsewhere, collateral estoppel is a legitimate consequence.” *Id.* at *7.

The Third Circuit also commented on the issue of transfer under Rule 45(f), noting that “the drafters of Rule 45 contemplated exactly” the situation before it: where a court had previously ruled on the objections to a subpoena presented in a motion to quash, “it may not be appropriate of the court asked to enforce a subpoena to resolve a motion to quash if the issuing court ‘has already ruled on issues presented by the motion.’” *Id.*

ARGUMENT

I. THIS COURT SHOULD TRANSFER ALL SUBPOENA-RELATED MOTIONS TO THE ISSUING COURT

This Court should transfer the Motions to the Bankruptcy Court pursuant to Rule 45(f), which permits this Court to transfer subpoena-related motions to the issuing court “if the court finds exceptional circumstances.” Fed. R. Civ. P. 45(f). While the phrase “exceptional circumstances” is not defined by Rule 45(f), Third Circuit courts generally follow the guidance of the Federal Rules Advisory Committee when considering this issue:

The prime concern should be avoiding burdens on local nonparties subject to subpoenas, and it should not be assumed that the issuing court is in a superior position to resolve subpoena-related motions. In some circumstances, however, transfer may be warranted in order to avoid disrupting the issuing court’s management of the underlying litigation, as when that court has

already ruled on issues presented by the motion or the same issues are likely to arise in discovery in many districts. Transfer is appropriate only if such interests outweigh the interests of the nonparty served with the subpoena in obtaining local resolution of the motion.

Fed. R. Civ. P. 45(f) advisory committee's note (2013 amendments) (the “Advisory Note”); *see also N. Atl. Operating Co., Inc. v. Dunhuang Grp.*, No. 18-mc-154, 2018 WL 3381300, at *1–2 (D. Del. July 11, 2018) (citing the Advisory Note).

The Subpoenas here were issued after the Bankruptcy Court Order was issued, which came only after the Debtors filed the Bankruptcy Court Motion, multiple parties opposed that motion, and the objections were fully litigated before the Bankruptcy Court. In addition, the Bankruptcy Court had previously overruled similar objections to a nearly identical subpoena in *DBMP*, again after extensive litigation. *See Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC*, No. 20-30080 (Bankr. W.D.N.C. Feb. 17, 2022) (JCW) [D.I. 1340], attached as Exhibit L to Debtor’s Counsel’s Decl. And the Bestwall Bankruptcy Court had previously overruled objections to similar, albeit far more expansive, subpoenas in *Bestwall*—subpoenas which the Third Circuit recently ruled are to be enforced on their terms. *See Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and*

governing Confidentiality of Information Provided in Response, *In re Bestwall LLC*, No. 17-BK-31795 (LTB) (Bankr. W.D.N.C. Mar. 14, 2021) [D.I. 1672].

As the Third Circuit noted, “the drafters of Rule 45 contemplated exactly” the situation presented here, “saying it may not be appropriate of the court asked to enforce a subpoena to resolve a motion to quash if the issuing court ‘has already ruled on issues presented by the motion.’” *In re Bestwall LLC*, 2022 WL 3642106 at *7 (quoting Advisory Note); *see also Green v. Cosby*, 216 F. Supp. 3d 560, 565 (E.D. Pa. 2016) (“The specific situation contemplated by the committee is the situation here: the issuing court ‘has already ruled on issues presented by’ the motion to quash.”) (citing Advisory Note). Accordingly, transfer is warranted. *See id.* (transferring motion to quash to the issuing court).

A. Transferring This Action Is Necessary to Avoid the Risk of Inconsistent Rulings

“Courts have routinely found exceptional circumstances that warrant transfer when there is a risk that the courts will enter orders inconsistent with those entered by the judge presiding over the case.” *United States ex rel. Simpson v. Bayer Corp.*, Misc. No. 16-207, 2016 WL 7239892, at *2 (E.D. Pa. Dec. 15, 2016) (collecting cases); *Genesis Abstract, LLC v. Bibby*, Civ. No. 17-302 (RBK/AMD), 2017 WL 1382023 (D.N.J. Apr. 18, 2017).

Risk of inconsistent rulings comes in two forms: (1) when the issuing court “has already ruled on the issues,” and (2) when “the same issues are likely to arise

in discovery in many districts.” Advisory Note. Courts in this circuit frequently transfer subpoena-related actions when either situation arises. *See, e.g., In re Nonparty Subpoenas to PPG Indus., Inc.*, No. 2:20-mc-00296-RJC, 2020 WL 1445844, *2–3 (W.D. Pa. Mar. 25, 2020) (“When the issuing court has already ruled on issues presented by a subpoena-related motion, exceptional circumstances exist and the court of compliance may transfer the motion to the issuing court.”) (citation omitted); *N. Atl. Operating Co.*, 2018 WL 3381300, at *2 (transferring “because the issuing court is better suited to decide whether the subpoena should be enforced” having “already ruled on [the] motion to serve the Subpoena”); *In re Caesars Ent. Operating Co., Inc.*, 558 B.R. 156, 158–60 (Bankr. W.D. Pa. 2016) (where party had issued ten subpoenas, court found exceptional circumstances warranted transfer, including “the need for efficiency, uniformity and orderliness to the discovery process attendant to the Plan confirmation proceeding that is pending”); *see also First Niagara Risk Mgmt., Inc. v. Folino*, 18-mc-75, 2018 WL 3242305, at *1 (W.D. Pa. Feb. 20, 2018); *Meijer Inc. v. Ranbaxy Inc.*, Misc. No. 17-91, 2017 WL 2591937, at *3 (E.D. Pa. June 15, 2017); *Genesis Abstract*, 2017 WL 1382023, at *2; *First Green Pet Shop Enters., LLC v. Maze Innovations, Inc.*, Misc. No. 16-894, 2016 WL 5936892, at *1–2 (W.D. Pa. Oct. 12, 2016); *Green*, 216 F. Supp. 3d at 565; *Bayer Corp.*, 2016 WL 7239892, at *2.

Both situations contemplated in the Advisory Note are present here. The

Bankruptcy Court already considered the same arguments raised in the Motions to Quash when it previously overruled objections made by other parties to issuance of the Subpoenas. *Compare* Trusts’ Motion at 21 (“The Trust Subpoenas Seek Irrelevant Information.”), Verus Motion at 19–22 (“The anonymization measures provided by the Subpoena are a meaningless gesture[.]”) *and* Matching Claimants Motion at 15–18 (“Significant Confidentiality Concerns”) *with* ACC’s Objection to Bankruptcy Court Motion ¶ 16 (“The Requested Relief is Not Relevant as Required by the Civil Rules”), *id.* ¶ 19 (arguing that the Subpoenas are overbroad and unduly burdensome), *id.* ¶ 22 (arguing that the consolidation of information “exacerbat[es] personal information privacy and aggregation concerns”), Paddock’s Objection to Bankruptcy Court Motion ¶ 13 (arguing that the Subpoenas seek irrelevant information) *and id.* ¶ 17 (arguing that the Subpoena should be quashed because the “robust protections” that would be provided by the Bankruptcy Court Order “do[] not solve for Paddock’s confidentiality obligations”).

In addition, the other recipients of subpoenas that were authorized by the Bankruptcy Court Order, not before this Court, have all recently filed motions in districts around the country. *See supra* p. 9-10 n. 12-15. If these subpoena-related motions are not consolidated before a single court, there is a genuine potential for inconsistent rulings concerning essentially the same discovery, not only between

this Court and the Bankruptcy Court, but also between this Court and other district courts. *See In re DBMP LLC*, 1:22-MC-00009 (E.D. Va. May 31, 2022) [D.I. 42] at 3 (transferring subpoena-related motions under Rule 45(f) where “nearly identical motions to quash, transfer and proceed anonymously” had been filed in other courts “regarding the exact same subpoena, presenting the same arguments,” creating “a great risk of inconsistent rulings”). The sensible solution is for this Court and the others to transfer all subpoena-related motions to the Bankruptcy Court for resolution.

B. Judicial Economy Favors Transferring this Proceeding

The risk of inconsistent rulings presents the classic case for transfer. But the Bankruptcy Court is particularly well-situated to resolve the Motions for several additional reasons, including its familiarity with the record, the complexity of the underlying suit, and potential disruptions to its case management schedule. In complex litigation, judicial economy is enhanced by the transfer of an issue to the court already familiar with that issue. *See Bell v. ATH Holding Co., LLC*, Misc. No. 18-148, 2018 WL 3429710, at *7 (E.D. Pa. July 16, 2018) (“[T]he complex nature of the underlying litigation combined with the procedural posture of the case warrants ... transfer.”); *N. Atl. Operating Co.*, No. 18-mc-154-LPS, 2018 WL 3381300, at *1–2 (“Given this degree of involvement and familiarity, allowing the issuing court to resolve enforcement of the subpoena would promote judicial

economy.”). Indeed, underscoring the importance of familiarity, the Advisory Committee noted that “[j]udges in compliance districts may find it helpful to consult with the judge in the issuing court presiding over the underlying case while addressing subpoena-related motions.” Advisory Note.

Litigating the merits of the Motions in this Court would require a careful, time-consuming review and analysis of the record before the Bankruptcy Court. In the meantime, proceedings in the Debtors’ chapter 11 cases would be stalled awaiting the determination of whether or not the Debtors can obtain the information sought, which the Bankruptcy Court has already found relevant and necessary. *See* Debtors’ Counsel’s Decl. Rider to Exs. A–I, Bankruptcy Court Order ¶ 5. “[G]iven the complex nature of the underlying litigation and [the issuing court’s] focused management of the matter ... engagement by this Court is likely to disrupt” the Bankruptcy Court’s management of the case, and judicial economy favors transfer. *Meijer Inc.*, 2017 WL 2591937, at *3.

C. **The Exceptional Circumstances Outweigh Verus’s, the Trusts’ and the Matching Claimants’ Interest in a Local Resolution**

The exceptional circumstances highlighted above outweigh the “interests of the nonparty served with the subpoena in obtaining local resolution of the motion.” *See* Advisory Note. “[A]ny minimal burden on [the transferee can] easily be alleviated, especially in this day and age when there are now various ways in which the burdens on remote nonparties can be ameliorated, including the use of

telephonic or video conferencing.” *Bayer Corp.*, 2016 WL 7239892, at *3

(citation omitted); Advisory Note (“[J]udges are encouraged to permit telecommunications methods to minimize the burden a transfer imposes.”).

Likewise, complying with the Subpoenas, which involves a simple electronic transfer of data, would be no more burdensome if ordered by the Bankruptcy Court versus this Court. *N. Atl. Operating Co.*, 2018 WL 3381300, at *2. And, as to the Matching Claimants, we can only presume that they are located throughout the dozens of jurisdictions in which the asbestos litigation occurs. Regardless, as far as the record is concerned at this point, there is no evidence that any of those claimants are even located within this jurisdiction.

CONCLUSION

For the foregoing reasons, the Debtors respectfully request that this Court transfer all Subpoena-related Motions to the issuing court, the United States Bankruptcy Court for the Western District of North Carolina.

Dated: September 9, 2022

Respectfully submitted,

/s/ Paul R. DeFilippo

Paul DeFilippo
Joseph F. Pacelli
WOLLMUTH MAHER & DEUTSCH LLP
90 Washington Valley Road
Bedminster, NJ 07921
Telephone: (973) 733-9200
pdefilippo@wmd-law.com
jpacelli@wmd-law.com

Brad B. Erens
Morgan R. Hirst
Caitlin K. Cahow
JONES DAY
110 North Wacker Drive, Suite 4800
Chicago, IL 60606
Telephone: (312) 782-3939
Facsimile: (312) 782-8585
bberens@jonesday.com
mhirst@jonesday.com
ccahow@jonesday.com

C. Michael Evert, Jr.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
(678) 651-1200
CMEvert@ewhlaw.com

(Applications *pro hac vice* pending)

*Attorneys for Aldrich Pump LLC and Murray
Boiler LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY
SETTLEMENT TRUST, GST SETTLEMENT
FACILITY, KAISER ALUMINUM &
CHEMICAL CORPORATION ASBESTOS
PERSONAL INJURY TRUST, QUIGLEY
COMPANY, INC. ASBESTOS PI TRUST, T H
AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party,

NON-PARTY CERTAIN MATCHING
CLAIMANTS,

Interested Party.

Chapter 11

Underlying Case No.: 20-30608

(JCW)

(United States Bankruptcy Court
for the Western District of North
Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Honorable Tonianne J.
Bongiovanni

DECLARATION OF PAUL R. DeFILIPPO

I, Paul R. DeFilippo, hereby declare under penalty of perjury:

1. I am a partner of the law firm of Wollmuth Maher & Deutsch LLP; my office is located at 90 Washington Valley Road, Bedminster, New Jersey 07921. I am a member in good standing of the Bar of New Jersey. There are no pending disciplinary proceedings against me.

2. I submit this declaration (the "Declaration") in connection with *Aldrich Pump LLC and Murray Boiler LLC's Memorandum of Law in Support of their Motion to Transfer Subpoena-Related Motions to the Issuing Court, the United States Bankruptcy Court for the Western District of North Carolina*, filed contemporaneously herewith. I have personal knowledge of the matters set forth herein.

3. Attached hereto as **Exhibit A** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at Verus, LLC, dated July 5, 2022.

4. Attached hereto as **Exhibit B** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at ACandS Asbestos Settlement Trust, dated July 15, 2022.

5. Attached hereto as **Exhibit C** is a true and correct copy of the

Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding) directed at Combustion Engineering 524(g) Asbestos PI Trust, dated July 15, 2022.

6. Attached hereto as **Exhibit D** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, dated July 15, 2022.

7. Attached hereto as **Exhibit E** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at GST Settlement Facility, dated July 15, 2022.

8. Attached hereto as **Exhibit F** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust, dated July 15, 2022.

9. Attached hereto as **Exhibit G** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at Quigley Company, Inc. Asbestos PI Trust, dated July 15, 2022.

10. Attached hereto as **Exhibit H** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, dated July 15, 2022.

11. Attached hereto as **Exhibit I** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* directed at Yarway Asbestos Personal Injury Trust, dated July 15, 2022.

12. Attached hereto as **Exhibit J** is a true and correct copy of *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. Apr. 7, 2022) [D.I. 1111].

13. Attached hereto as **Exhibit K** is a true and correct copy of an excerpt from the transcript of the May 26, 2022 hearing in *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C. May 26, 2022).

14. Attached hereto as **Exhibit L** is a true and correct copy of an *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C. Feb. 17, 2022) [D.I. 1340].

15. Attached hereto as **Exhibit M** is a true and correct copy of an excerpt from the transcript of the August 11, 2022 hearing in In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C.).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: September 9, 2022
Bedminster, New Jersey

/s/ Paul R. DeFilippo
Paul R. DeFilippo

EXHIBIT A

UNITED STATES BANKRUPTCY COURT

District of _____

In re _____
 Debtor

Case No. _____

(Complete if issued in an adversary proceeding)

Chapter _____

 Plaintiff
 v.

Adv. Proc. No. _____

 Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: _____
 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

 Signature of Clerk or Deputy Clerk

Morgan Hirst

 Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

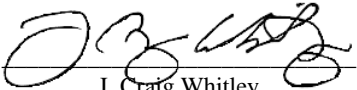
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina




J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

***Instructions:* This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.**

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT B

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: ACandS Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE <u>Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921</u>	DATE AND TIME <u>See dates in Order</u>
---	---

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:23-cv-02178-MAJ-LJB Document 50-4 Filed 07/23/23 Page 66 of 499

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the "Unnoticeable Claimants"). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the

Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted; and
- d. Jurisdiction and state of filing (if applicable);

Case 3:23-cv-02170-MAZ-LTB Document 3-1 Filed 01/07/23 Entered 01/07/23 10:03:43 Desc: JTB

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.~~

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e. data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data

Case 3:23-cv-02110-MAJ Document 50-4 Filed 08/08/23 Page 50 of 54 PageID #: 7056

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02176-MAZ-LJB Document 30-1 Filed 01/07/23 Page 25 of 24 PageID: 1058

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT C

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Combustion Engineering 524(g) Asbestos PI Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, [Case 3:SS-cv-0217E-WVZ-TJB Document 50-2 Filed 08/08/22 Page 2 of 3 PageID: 1032](#) the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:23-cv-02178-MAZ-TJB Document 50-2 Filed 01/07/23 Entered 01/07/23 09:59:14 Desc: MOTION

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the "Unnoticeable Claimants"). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the

Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

Case 3:23-cv-02110-MAZ Document 3-1 Filed 01/07/23 Entered 01/07/23 09:59:14 Desc: Motion to Transfer Case to United States Bankruptcy Court for the Western District of Missouri Page 96 of 499

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.~~

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e. data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data
Case 3:53-cv-02110-MAJ Document 50-2 Filed 08/08/55 Page 50 of 54 PageID: 1020

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02176-MAZ-LJB Document 50-2 Filed 08/08/23 Page 55 of 54 PageID: 1025

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT D

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: G-I Holdings Inc. Asbestos Personal Injury Settlement Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:23-cv-02178-WA2-TJB Document 50-0 Filed 08/01/23 Page 1 of 5 PageID #: 1067

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information)

(the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

Case 3:23-cv-02110-MAJ Document 1-1 Filed 01/07/23 Entered 01/07/23 09:59:14 Desc: MOTION

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this~~ Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e. data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data
Case 3:23-cv-00110-MAJ Document 50-2 Filed 07/23/23 Page 50 of 54 PageID #: 1014

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02118-MAZ-LTB Document 30-2 Filed 01/07/23 Page 55 of 54 PageID: 1016

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT E

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: GST Settlement Facility c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:22-cv-02178-MAJ Document 50-1 Filed 07/23/22 Entered 07/23/22 09:59:14 Desc: MOTION

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the "Unnoticeable Claimants"). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the

Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information)

(the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted; and
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this~~ Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e. data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data
Case 3:53-cv-00111-MAJ Document 50-1 Filed 01/07/03 Page 50 of 54 PageID: 1008

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02176-MAZ-LJB Document 30-1 Filed 01/07/23 Page 55 of 54 PageID #: 1100

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT F

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Kaiser Aluminum & Chemical Corp. Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:23-cv-02178-WA2-TJB Document 50-8 Filed 07/23/23 Page 1 of 1 PageID #: 1108

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the "Unnoticeable Claimants"). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the

Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information)

(the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.~~

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e. data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data

Case 3:53-cv-02110-MAJ Document 50-8 Filed 08/08/55 Page 50 of 54 PageID #: 1155

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02176-MAZ-LJB Document 30-8 Filed 01/07/23 Page 55 of 54 PageID #: 1154

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT G

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Quigley Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:23-cv-02178-MAZ-TJB Document 50-8 Filed 07/23/23 Entered 07/23/23 09:59:14 Desc: MOTION

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the

Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

Case 3:23-cv-02170-MAZ Document 3-1 Filed 01/07/23 Entered 01/07/23 19:59:14 Desc: Motion to Transfer Case to United States Bankruptcy Court for the Western District of Missouri Page 192 of 499

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.~~

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e. data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data
Case 3:53-cv-02110-MAJ Document 50-8 Filed 08/08/15 Page 50 of 54 PageID #: 1148

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02176-MAZ-LJB Document 50-3 Filed 01/07/23 Page 55 of 54 PageID #: 1148

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder. IT20

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT H

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: THAN Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required may quash or modify a subpoena if:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, [Case 3:22-cv-02170-MAZ-LJB Document 30-10 Filed 07/03/22 Page 2 of 34 PageID: 1122](#) the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:23-cv-02110-MAZ Document 3-1 Filed 07/23/23 Entered 07/23/23 09:59:14 Desc: MOTION

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the "Unnoticeable Claimants"). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the

Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information)

(the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.~~

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data

Case 3:23-cv-02118-MAJ-TJB Document 50-10 Filed 08/08/23 Page 50 of 54 PageID: 1110

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02116-MAZ-TJB Document 50-70 Filed 01/07/23 Page 18 of 24 PageID #: 1115

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder. JT17

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT I

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Yarway Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22 Clerk of Court

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required may quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

Case 3:23-cv-02110-MAZ Document 3-1 Filed 07/23/23 Entered 07/23/23 09:59:14 Desc: MOTION

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant

(the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”) whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the

Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information)

(the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed, or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall ~~thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.~~

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential

Data

Case 3:23-cv-02118-MAJ-TJB Document 50-11 Filed 08/01/23 Page 50 of 54 PageID #: 1184

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Case 3:23-cv-02116-MAZ-TJB Document 50-11 Filed 01/07/23 Page 55 of 57 PageID #: 1146

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder. JT8

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT J

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

<p>In re</p> <p>ALDRICH PUMP LLC, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 20-30608 (JCW)</p> <p>(Jointly Administered)</p>
--	--

**MOTION OF THE DEBTORS FOR AN ORDER
AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS
ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby move the Court for the entry of an order authorizing the Debtors to issue subpoenas on (i) the Manville Personal Injury Settlement Trust (the "Manville Trust"); (ii) the Delaware Claims Processing Facility ("DCPF") with respect to the ten asbestos personal injury trusts for which it processes claims (the "DCPF Trusts"); (iii) Verus Claims Services, LLC ("Verus")² with respect to 8 asbestos personal injury trusts for which it processes claims (the "Verus Trusts" and, collectively with the Manville Trust and the DCPF Trusts, the "Trusts"); and (iv) Paddock Enterprises, LLC ("Paddock" and, collectively with the Manville Trust, DCPF, and Verus, the "Producing Parties") requesting production of limited data concerning approximately 12,000 individuals whose mesothelioma claims the

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 To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term "Verus" shall include such entity.

Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020 (collectively, the "Claimants").

Preliminary Statement

The Debtors' goal in these cases is to establish a trust under section 524(g) of the Bankruptcy Code to fairly and efficiently resolve present and future asbestos claims against them. To date, the Debtors have made substantial progress towards that goal, having reached a settlement with the Future Claimants' Representative (the "FCR")—the fiduciary representative for the largest claimant constituency in these cases—on a plan and section 524(g) trust funded in the amount of \$545 million. If approved, both present and future claimants will have access to a streamlined process for equitable compensation without further delay.

To achieve this result and, in the absence of agreement with the Official Committee of Asbestos Personal Injury Claimants (the "ACC"), the Debtors sought and obtained Court approval of a process to estimate their asbestos liabilities, which will inform the merits of the settlement reached and the plan proposed by the Debtors and the FCR. Although no order has yet been entered, the Court approved an estimation process. To arrive at a reasonable estimate of the Debtors' liabilities, however, the parties will require certain information beyond that available in the Debtors' claims database. Some of that information will be provided by the bar date and personal injury questionnaire process already approved by the Court. But that information, in and of itself, will not be sufficient, as it provides little to no information on claimants with respect to the Debtors' settlement history.

Based on positions taken in other asbestos bankruptcies, the Debtors expect that the ACC will argue that historical settlements are an accurate and appropriate guide to measure the Debtors' liability for current and future claims. Judge Hodges explicitly rejected that position in

In re Garlock Sealing Techs., LLC, 504 B.R. 71 (Bankr. W.D.N.C. 2014), where he found that Garlock's "settlement history data [did] not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94. As further described in the Informational Brief (as defined below) filed at the outset of these cases, the Debtors were involved in some of the same cases where Judge Hodges found that the settlement history was tainted due to claimants' failure to disclose alternative asbestos exposures.

At present, essentially the only trust information available to the Debtors derives from the public record of the Garlock estimation proceeding, which only includes trust claim information from a limited number of trusts for claims asserted against Garlock more than ten years ago. While, from this limited information, the Debtors have identified instances where they were co-defendants with Garlock and claimants failed to disclose alternate exposures during their tort cases, the Garlock data provides no information in regard to the extent to which claimants' lack of disclosure continued in the decade (or more) that post-dates the Garlock data.

Through this Motion, the Debtors seek authority to conduct limited discovery to both properly assess the usefulness of the Debtors' settlement history in valuing their asbestos liabilities and to inform the Debtors and their experts as to the full breadth of claims made by claimants with whom the Debtors settled in the tort system. The Debtors seek discrete data from asbestos trusts established to pay the liabilities of the historically prominent defendants in asbestos litigation. Similarly, the Debtors seek substantially the same data from Paddock,³ as

³ Paddock is the successor-by-merger to Owens-Illinois, Inc., and, prior to filing for bankruptcy in 2020, was subject to claims alleging exposure to asbestos contained in products manufactured under the "Kaylo" brand. See *Declaration of David J. Gordon, President and Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day Pleadings, In re Paddock Enterprises, LLC*, No. 20-10028 (Bankr. D. Del. Jan. 6, 2020) [Dkt. 2] (the "Gordon Decl."), ¶ 7 (attached as Exhibit B). For purposes of this Motion, where appropriate, the term "Paddock" may refer to Paddock and/or its predecessor, Owens-Illinois, Inc.

Paddock resolved asbestos claims largely outside of the tort system, much like a bankruptcy trust.⁴ The data requests, themselves, are narrowly tailored to identify whether and the extent to which claimants settled with the Debtors without disclosing claims against and recoveries (actual or potential) from the Trusts or Paddock. This information is not only important to an estimate of the Debtors' asbestos liability, it is relevant to other purposes in these cases, including potential estimates of other recoveries received by creditors and the formulation and assessment of trust distribution procedures established to compensate claimants.

The Debtors have specifically tailored their request to be consistent with relief recently granted by this Court in DBMP. Indeed, the Debtors seek the same type of data from the Producing Parties, subject to the same anonymization, notice, and confidentiality requirements and the strict access and use restrictions approved in that case. The Debtors do seek data from a few additional sources than those identified in DBMP, but this is a function of the nature of the Debtors' products and is directly supported by the benefits that will be derived in these cases from access to that additional information.

For the forgoing reasons and others set forth herein, the requested discovery is necessary and appropriate and should be approved.

Jurisdiction

1. This Court has subject matter 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)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

⁴ See id. at ¶ 10.

Background

2. On June 18, 2020, the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these cases can be found in the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. 27] and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Dkt. 29] (the "Tananbaum Declaration"), which declarations were filed on the petition date. On the petition date, the Debtors also filed the *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 5] (the "Informational Brief") to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these chapter 11 cases.

4. On December 14, 2020, the Debtors and the FCR filed a joint motion to (a) establish a bar date for certain asbestos personal injury claims asserted against either Debtor or its predecessors prior to the petition date and (b) approve a personal injury questionnaire to be submitted by those claimants who file a proof of claim [Dkt. 471].

5. On September 24, 2021, after several months of negotiations, the Debtors, their non-debtor affiliates Trane Technologies Company LLC and Trane U.S. Inc., and the FCR reached agreement on a Settlement Term Sheet and *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 832]. The proposed plan contemplates the establishment of a trust to resolve current and future asbestos claims that would be funded by an

"Initial Cash Funding" of \$540 million and a \$5 million promissory note. See Settlement Term Sheet at 2-6.

6. Also on September 24, 2021, the Debtors filed a motion [Dkt. 833], seeking a limited estimation proceeding with respect to certain asbestos-related claims based on disease manifesting before the petition date.

7. At a hearing held on January 27, 2022, the Court issued rulings: (a) to establish a bar date for mesothelioma claims asserted prior to the petition date; (b) requiring claimants who file a proof of claim on account of such claims to complete a personal injury questionnaire; and (c) approving a proceeding to estimate the Debtors' aggregate liability for current and future asbestos-related claims.

8. On April 4, 2022, the Court entered the *Order (I) Establishing a Bar Date for Certain Known Mesothelioma Claims, (II) Approving Proof of Claim Form, (III) Approving Notice to Claimants, and (IV) Granting Related Relief* [Dkt. 1093]. The Debtors, the ACC, and the FCR continue to negotiate forms of orders with respect to approval of the personal injury questionnaire and the estimation proceeding and, ultimately, will need to negotiate a case management order for the estimation proceeding. Accordingly, as of the date hereof, the Court has not entered orders granting relief with respect to such matters.

The Debtors' Experience in the Tort System Prior to These Chapter 11 Cases⁵

9. As explained in greater detail in the Debtors' first day filings, the Debtors never mined or used asbestos to manufacture products. Informational Br. at 1. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing

⁵ When discussing historical matters preceding the 2020 corporate restructuring that formed Aldrich and Murray, the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

components manufactured and designed by third parties. Id. Asbestos-related claims brought against Aldrich typically related to alleged exposure to asbestos from sealing products (*i.e.*, gaskets and some packing) incorporated into Aldrich pumps and compressors. Id. at 1, 9. Generally, the asbestos used in such sealing product components was the chrysotile form of asbestos—a form of asbestos widely recognized as far less likely than other forms of asbestos (such as amphibole asbestos) to cause mesothelioma—and was encapsulated, which significantly reduced potential exposure to the asbestos fibers. Id. at 2-3, 9-10, 14-16. Aldrich largely eliminated the use of asbestos-containing components by the mid-1980s. Id. at 11.

10. Asbestos-related claims brought against Murray typically related to climate control, or HVAC equipment, and some boiler equipment. Id. at 3, 11-12. As with Aldrich, these claims largely concerned gaskets incorporated into Murray equipment. Id. In addition, a limited number of claims were asserted against Murray on account of boilers manufactured in the 1950s and earlier, which were jacketed externally with asbestos-containing products. Id. at 3, 12. Murray also largely eliminated asbestos-containing components from Murray equipment by the mid-1980s. Id.

11. The Debtors were served with their first asbestos complaints in the 1980s. Id. at 17. Until the early 2000s, the Debtors were not material asbestos defendants. Id. Together, Aldrich and Murray paid less than \$4 million to settle mesothelioma claims in the tort system from the mid-1980s through 2000. Id. at 4, 18. The primary payors of mesothelioma claims were instead the miners, sellers, and manufacturers of asbestos and asbestos-containing products, particularly the "big dusty" thermal insulation manufacturers, who, collectively, were paying hundreds of millions—if not billions—of dollars annually to resolve mesothelioma and other asbestos claims in the tort system. Id. at 4, 17-18. As these "big dusty" targets for asbestos

plaintiffs filed for bankruptcy protection and exited the tort system primarily in the early 2000s (the so-called "Bankruptcy Wave"), the Debtors experienced an immediate and permanent spike in their defense and indemnity costs. Id. at 18-20. Mesothelioma claims were by far the largest driver of these increased costs. Id. at 19. Over the four years before the petition date, the Debtors annually were paying to resolve mesothelioma claims 15 times what they paid to resolve such claims during the entire 15-year period prior to the Bankruptcy Wave. Id. at 20.

12. By the late 2000s, over 2,500 mesothelioma claims were being asserted against the Debtors annually. Id. at 5, 19. In 2019, Aldrich was pursued in roughly 80% and Murray was pursued in almost 60% of all mesothelioma claims estimated to have been brought in the tort system in the United States. Id. at 19. Given the nature of the Debtors' products and the thousands of other asbestos-containing products that were in the market, this extensive naming of the Debtors in mesothelioma claims is unsupportable. Id. at 5-7, 19, 32. The Debtors' records currently reflect in excess of 65,000⁶ asbestos-related claims as pending against them.

13. The Debtors believe that the explosion of the asbestos litigation against them was attributable, in substantial part, to the absence in the tort system of alternative defendants much more likely to have caused plaintiffs' diseases,⁷ and litigation practices that had evolved as a result of the absence of those defendants. See id. at 17-20. These litigation practices included,

⁶ On the petition date, the Debtors' records reflected a total of approximately 100,000 claims pending against them on various dockets in courts across the country. See Tananbaum Decl. ¶¶ 20, 42; Informational Br. at 3. Since that time, however, the Debtors have updated their claims database to reflect a large number of prepetition dismissals that were not yet posted in the Debtors' claims database at the time of the petition date. On April 4, 2022, the Debtors amended their schedules of assets and liabilities and statements of financial affairs to, among other things, reflect these changes in the Debtors' claims database. See Murray Dkts. 60 and 61; Aldrich Dkts. 1096 and 1097.

⁷ Plaintiffs asserting exposure to the Debtors' products on U.S. Navy ships, in industrial facilities, or in other commercial buildings were almost certainly exposed to a variety of alternative asbestos products. Informational Br. at 17. In light of the low potency of chrysotile and the minimal exposure risk attributable to gaskets and packing, it is much more likely that exposure to other potent, friable asbestos products was the cause of mesothelioma or other asbestos-related disease. Id.

among other things, the naming of the Debtors as defendants without a sufficient basis to do so and—of particular relevance to this Motion—a lack of transparency and disclosure of claimants' exposure to asbestos products of companies not participating in the tort system litigation. *Id.* at 20. The Debtors provide examples in the Informational Brief of cases where the Debtors have been subject to such practices. *See id.* at 20-29.

Relief Requested

14. By this Motion, the Debtors seek the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), authorizing the Debtors to issue subpoenas on the Producing Parties requesting the information described below with respect to the approximately 12,000⁸ Claimants.

15. The Debtors seek the following categories of information from the Trusts:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed against Trust;
- c. Date claim approved by Trust, if approved;
- d. Date claim paid by Trust, if paid;
- e. If not approved or paid, status of claim; and
- f. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.

16. In addition to the Manville Trust, the Debtors seek authority to issue the subpoenas seeking the information described above from DCPF and Verus with respect to the DCPF Trusts and Verus Trusts listed below.⁹

⁸ Because Owens-Illinois, Inc. stopped manufacturing asbestos-containing products in 1958, data for only a subset of the approximately 12,000 Claimants will be needed from Paddock, as many of the Claimants were unlikely to be exposed to asbestos prior to 1958.

⁹ By this Motion, the Debtors also seek authority to issue subpoenas directly to the Trusts themselves, in the event DCPF or Verus asserts that such subpoenas are necessary to secure production. The Debtors reserve

- a. DCPF Trusts:
 - i. Armstrong World Industries Asbestos Personal Injury Settlement Trust
 - ii. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
 - iii. Celotex Asbestos Settlement Trust
 - iv. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
 - v. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
 - vi. Flintkote Asbestos Trust
 - vii. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
 - viii. Pittsburgh Corning Corporation Asbestos PI Trust
 - ix. United States Gypsum Asbestos Personal Injury Settlement Trust
 - x. WRG Asbestos PI Trust

- b. Verus Trusts:
 - i. ACandS Asbestos Settlement Trust
 - ii. Combustion Engineering 524(g) Asbestos PI Trust
 - iii. G-I Holdings Inc. Asbestos Personal Injury Settlement Trust
 - iv. GST Settlement Facility
 - v. Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
 - vi. Quigley Company, Inc. Asbestos PI Trust
 - vii. T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
 - viii. Yarway Asbestos Personal Injury Trust

17. The Debtors seek essentially the same information from Paddock:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed or otherwise asserted;
- c. Jurisdiction and state of filing (if applicable);
- d. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- e. Date claim resolved, if resolved;
- f. Date claim paid, if paid; and
- g. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;

all rights to seek further discovery from other claims processing facilities, trusts, and other parties to the extent it becomes necessary and relevant in these cases.

- ii. Date(s) exposure(s) ended;
- iii. Manner of exposure;
- iv. Occupation and industry when exposed; and
- v. Products to which exposed.

18. The production of the data will be subject to the anonymization, notice, and confidentiality requirements, and strict access and use restrictions, set forth in the Proposed Order—substantially identical to those approved by the Court in DBMP.

Argument

A. The Requested Discovery Is Relevant to Estimation of the Debtors' Asbestos Liabilities and Effectuation of a Successful Plan and Is Appropriate and Necessary Under the Circumstances.

The Nature of the Discovery Sought is Relevant and Appropriate

19. The process of valuing the Debtors' present and future asbestos liabilities will be the cornerstone of these cases. And, whether in an estimation proceeding or confirming a plan, the Debtors will need to demonstrate to their constituencies and to this Court why the values proposed to fund a trust and compensate creditors are credible.

20. Based on arguments made in prior cases by similar constituencies, the Debtors anticipate asbestos claimants' representatives and experts to argue that the Debtors' settlement history is the only appropriate metric for estimating their present and future liabilities. The Debtors, however, contend that their prepetition settlement history is an improper basis upon which to estimate their aggregate liability for present and future asbestos claims.¹⁰ This is exactly the conclusion reached by the court in Garlock. Indeed, the Garlock court found that

¹⁰ See S. Elizabeth Gibson, Fed. Judicial Ctr., Judicial Management of Mass Tort Bankruptcy Cases at 97 (2005) (noting that if past settlements are proffered at estimation, debtor "should have the opportunity prior to a judicial estimation to establish the invalidity of past settlement values as a basis for valuing present and future claims"). Any attempt to equate settlements with expected liability also would violate the prohibition in Federal Rule of Evidence 408 on using settlements to "prove or disprove the validity or amount of a disputed claim."

"[t]he withholding of exposure evidence by plaintiffs and their lawyers was significant and had the effect of unfairly inflating the recoveries against Garlock" In re Garlock Sealing Techs. LLC, 504 B.R. 71, 86 (Bankr. W.D.N.C. 2014). The court further determined that "the practice was sufficiently widespread to render Garlock's settlements unreliable as a predictor of its true liability." Id. at 87. As a consequence of these and other factors, rather than value Garlock's present and future liabilities based upon past settlements, the court concluded that "[t]he best evidence of Garlock's aggregate responsibility [was] the projection of its legal liability that takes into consideration causation, limited exposure and the contribution of exposures to other products." Id. at 73.

21. In reaching its conclusions, the Garlock court relied heavily on information obtained from section 524(g) trusts. The Court determined that the claimants' failure to disclose exposure evidence impacted the debtor's historical claims resolutions, and that lack of disclosure is a material consideration when one is evaluating whether a debtor's settlement history could provide a reliable basis upon which to estimate that debtor's asbestos liability.

22. In Garlock, the court ordered certain trusts and trust sub-funds then handled by DCPF to produce data concerning claims made by approximately 11,000 mesothelioma claimants who had settled with Garlock between 1999 and 2010. See Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. Aug. 7, 2012) [Dkt. 2430] (attached as Exhibit C). The court ultimately relied on the data obtained through the trust discovery in finding the "startling pattern of misrepresentation" in cases Garlock had resolved before its petition. In re

Garlock Sealing Techs., 504 B.R. at 86. In part for this reason, the court rejected the claimant experts' reliance on Garlock's past settlements, concluding that the "settlement history data does not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94. These findings were not based solely on evidence from 15 of Garlock's most significant cases where the court granted wide-ranging discovery, which revealed that "exposure evidence was withheld in *each and every one of them.*" Id. at 84 (emphasis in original). The court also used the data from the trust discovery to find that, in hundreds of Garlock's cases, "the plaintiff's discovery responses conflicted with one of the Trust claim processing facilities or balloting in bankruptcy cases." Id. at 85-86. Based on this and other evidence, the court concluded "[i]t appears certain that more extensive discovery would show more extensive abuse." Id. at 86.

23. More recently in this jurisdiction, Judge Beyer in Bestwall and this Court in DBMP also have approved requests for trust discovery in those cases. See Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C. Feb. 17, 2022) [Dkt. 1340] (the "DBMP Order") (attached as Exhibit D); Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C. Mar. 24, 2021) [Dkt. 1672] (attached as Exhibit E). Judge Beyer ordered trust discovery after finding that the trust data were relevant to various purposes in the case, including "the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the debtor's asbestos liability," and "Dr. Bates' estimation of the debtor's liability." Transcript of Mar. 4, 2021 Hearing at 13, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C.) [Dkt. 1647] (excerpts attached as Exhibit F). Likewise, Judge Beyer

found that the trust data "will assist the debtor in developing its trust distribution procedures and evaluating those procedures proposed by the ACC and the FCR in their plan." Id.

24. In its ruling approving trust discovery in DBMP, this Court concluded, "I think it's relevant. Other courts have found that. . . . I think we've got information that is necessary and relevant to an estimation here." Transcript of Dec. 16, 2021 Hearing at 133, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C.) [Dkt. 1260] (excerpts attached as Exhibit G).¹¹ The Court expressly noted that "the fact that Judge Hodges relied on this heavily in his estimation decision, I think, accentuates both the relevance and the need for the information." Id. at 134. And, the DBMP Order specifically provides that the requested discovery seeks evidence that is "relevant and necessary" not only to estimation of the debtor's liability, but also to the effectuation of a plan:

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor's liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor's asbestos liability; the estimation of the Debtor's asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization

DBMP Order, ¶ 3.

¹¹ The Court further adopted Judge Beyer's ruling in Bestwall, subject to modifications to address certain privacy and similar concerns in response to rulings made by the District Court for the District of Delaware in connection with efforts to quash or modify the Bestwall trust discovery in that court:

I agree with Bestwall on this, as modified. I think we've got to bear in mind what Judge Connolly has done. So I'm inclined to grant this motion without the PII, effectively allowing the proposed keying with the, the relevant [information] so that it can be matched up when it comes back to the debtor, but anonymized when it's produced. . . . Basically, I'm adopting Judge Beyer's original ruling, but modified for the requirements that the district court has. . . . [E]ffectively, on the things other than the technical issues I'm foursquare with Judge Beyer on this.

Id. at 133-34.

25. The information requested is plainly relevant and necessary in these cases for the same reasons as in Bestwall and DBMP. These cases are moving towards an estimation hearing that will require the Court to determine whether the Debtors' prepetition settlements provide a reliable basis for estimating their aggregate liability. And, the Debtors have filed a plan for which trust distribution procedures must be formulated. Ultimately, any plan and trust distribution procedures must be approved by the Debtors' constituencies and the Court. The information that will be obtained through the requested discovery will be material to each of these efforts.

26. The "relevance and the need for the information" found by the Court in DBMP in light of the Garlock ruling is even more applicable in these cases given the significant overlap between the Debtors' asbestos litigation history and Garlock's. The majority of asbestos claims against the Debtors concern products (i.e., gaskets) similar to those at issue in Garlock—indeed, Garlock was a substantial supplier of gaskets to the Debtors. See Informational Br. at 25-26. In fact, over three quarters of the mesothelioma claims filed against the Debtors in the decade prior to Garlock's petition date also were filed against Garlock. Id. at 22. And, 90% of the dollars associated with mesothelioma claims resolved by the Debtors during that same time period relate to claims that also were filed against Garlock. Moreover, as described in detail in the Informational Brief, based on the public record of the Garlock estimation proceeding, the Debtors already have identified examples where claimants failed to disclose to either Garlock or the Debtors alternative exposures during their tort cases. See id. at 23-29.

The Additional Sources of Information Beyond Those Requested in DBMP Are Appropriate as to These Debtors

Verus Trusts

27. The trust established in Garlock (the GST Settlement Facility) is managed by Verus. Verus also serves as the claims processing facility for a number of other large asbestos bankruptcy trusts, many of which have a history of substantial claiming and products, like the Debtors, used in industrial and commercial settings. For reasons specific to these Debtors, the Debtors seek the relevant data from the GST Settlement Facility and seven other of the 20 asbestos bankruptcy trusts whose claims are processed by Verus.

28. From the beginning of these cases, the Court has been informed of the similarities between the asbestos exposures alleged as to Aldrich and Murray and the products at issue in Garlock. Given those similarities, data from the GST Settlement Facility is particularly relevant to estimation of the Debtors' liabilities. Likewise, this information will be of tremendous use in regard to confirmation of any plan and associated trust distribution procedures. In light of the heightened relevance of Garlock-related data to these cases, the Debtors are requesting discovery of the same data from the GST Settlement Facility that they are seeking from the Manville Trust and the DCPF Trusts

29. In addition to the GST Settlement Facility, Verus serves as the claims processing facility for 19 other asbestos-related trusts. Although all of these trusts would have data relevant to these proceedings, there are at least seven such trusts that have substantial assets (and, hence, likely substantial claiming) and represent companies whose products, like the Debtors', were used primarily in industrial settings. As a result, there is a highly likely overlap of claiming with the Debtors. Further, the discovery of information from these seven Verus Trusts would provide much greater breadth in terms of the overall claiming patterns found so relevant in Garlock.

30. There are over 70 active asbestos bankruptcy trusts. Only 30 of those 70+ active trusts have received over \$300 million in total assets. The DCPF Trusts and the Manville Trust represent only 11 out of those 30. With the addition of the GST Settlement Facility and the seven other Verus Trusts requested here, the parties and the Court will benefit from trust claims data from 19 out of the 30 currently active trusts with more than \$300 million in assets. In sum, although the parties and the Court will only be provided with information from less than 30% of the active trusts, the requested discovery will capture over 60% of the active trusts with a substantial asset history. Collectively, the Manville Trust, the DCPF Trusts, and the Verus Trusts process claims for most of the prominent asbestos defendants whose liabilities derive—like the Debtors—predominantly from industrial settings. Discovery from this subset of the many asbestos trusts in operation will produce a more broad-based, comprehensive, sampling of key trust claim information that will lead to a more precise analysis of the Debtors' settlement history and, thus, a more reliable estimate of the Debtors' present and future liabilities.

Paddock

31. Likewise, the Debtors seek substantially the same data from Paddock, which is relevant in these cases for the same reasons that trust claims data is relevant. Paddock is the successor-by-merger to Owens-Illinois, Inc. See Gordon Decl., ¶ 7. Prior to filing for bankruptcy in 2020, Paddock was subject to claims alleging personal injuries and death from exposure to asbestos contained in products manufactured under the "Kaylo" brand between 1948 and 1958. Id. These were primarily pipe covering and block insulation products, which contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture. Id. Paddock historically resolved claims outside of the tort system, much like an asbestos trust. Id. at ¶ 10 ("In contrast to many other companies' pure litigation approach, however, most Asbestos

Claims are presented to the Debtor through a variety of administrative claims-handling agreements"). Because Paddock generally was not named in tort litigation, the Debtors have little, if any, visibility into whether claimants claimed exposure to Kaylo products and recovered on those claims from Paddock. This information is plainly relevant to any analysis of the Debtors' past settlements given that, prior to its recent bankruptcy, Paddock was "one of the only remaining solvent 'amosite' defendants." *Id.* Indeed, because of the relevance of this information, Bestwall recently issued a subpoena seeking similar information from Paddock.

B. The Requested Discovery Will Pose Minimal Burden and Will Protect Claimant Privacy.

32. As with the DBMP Order, the Debtors have limited their requests to information directly relevant to evaluating the extent to which claimants alleged, and sought recovery for, alternative asbestos exposures separately from their tort cases. These requests are designed to impose minimal burden on the Producing Parties. All of the information requested is maintained by these parties in database form and can be retrieved and produced using electronic searches, with minimal expense. As with virtually all sophisticated databases, the Producing Parties can access software that will quickly and easily compile the requested data fields after being provided with a list of claimants. The Debtors have further limited any burden on the Producing Parties by requesting data solely for claimants for whom the Debtors already have Social Security numbers. This will permit a simple matching protocol and will minimize the risk of false positive matches. In addition, as in DBMP, the Debtors' retained expert, Bates White, LLC ("Bates White"), will be charged with creating the "Matching Key" for the anonymization process further described below. And, the Debtors will reimburse reasonable costs associated with complying with the subpoenas, which the Debtors anticipate will be minimal.

33. Producing information of this nature creates minimal burden. For example, in Garlock, data requested from certain trusts and trust sub-funds then handled by DCPF was produced less than a month after the Court's order overruling certain objections was entered.¹² Similarly, during discovery relating to plan confirmation and estimation of non-mesothelioma claims, the Garlock court ordered the Manville Trust to produce asbestos exposure and medical data fields, as well as copies of certain medical and exposure records submitted to the Manville Trust, pertaining to over 90,000 Garlock non-mesothelioma claimants, a little more than a month after the order on that discovery was entered. *See Order Granting in Part and Denying in Part Debtors' Motion for Leave to Serve Subpoena on Manville Trust*, ¶ 5, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [Dkt. 4721] (attached as Exhibit I).

34. Moreover, the Proposed Order includes robust protections governing production of all requested data. These include the same anonymization, notice, and confidentiality requirements approved in DBMP. As a result of the anonymization protocol, including use of a numerical "Claimant Pseudonym" that Bates White will generate and assign to each claimant preproduction, no claimant identifying information (e.g., names, Social Security numbers, dates of birth) will be subject to production. The only claimant data that will be produced are the fields relevant to the Debtors' analysis (such as the dates of the claims, whether or not they were compensated, and available exposure information). This data will not be able to be tied to any individual absent access to the "Matching Key" created by Bates White. The Proposed Order further includes stringent confidentiality, access, and use restrictions for the data, including prohibitions on introducing claimant-specific data in the public record absent court order, and a requirement that the produced data be destroyed promptly after the bankruptcy case ends. And,

¹² Compare Exhibit F with GST-1601, Letter from Stephen M. Juris to Garland S. Cassada dated Sept. 5, 2012 (attached as Exhibit H).

the Proposed Order provides that only claimants who receive notice will have their data subject to production and data relating to *pro se* claimants will be excluded from production.

35. For all of the foregoing reasons, the requested discovery is properly tailored to the needs of these cases. The relevance of the requested information and the Debtors' need for it far outweigh any burden that may be imposed on the Producing Parties. In light of the central role that estimating the Debtors' present and future liabilities will play, and the importance of ensuring that any estimate is reasonable and reliable for the benefit of present and future claimants, the Debtors respectfully request that the Court grant the relief sought herein.

Notice

36. Notice of this Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the FCR; (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (e) DCPF and counsel to DCPF, as reflected in public filings; (f) Verus Claims Services, LLC; (g) Verus, LLC and counsel to Verus, LLC, as reflected in public filings; (h) Paddock and counsel to Paddock; (i) the Trusts; (j) the registered agents for the Trusts, where available; (k) counsel to the Trusts, as reflected in public filings or other public sources, where available; (l) counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their schedules of assets and liabilities and statements of financial affairs; and (m) the other parties on the Service List established by the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123]. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

37. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court: (a) enter the Proposed Order granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: April 7, 2022
Charlotte, North Carolina

C. Michael Evert, Jr.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, Georgia 30326
Telephone: (678) 651-1200
Facsimile: (678) 651-1201
E-mail: cmevert@ewhlaw.com
(Admitted *pro hac vice*)

SPECIAL ASBESTOS LITIGATION
COUNSEL FOR DEBTORS AND
DEBTORS IN POSSESSION

Respectfully submitted,

/s/ John R. Miller, Jr.
C. Richard Rayburn, Jr. (NC 6357)
John R. Miller, Jr. (NC 28689)
RAYBURN COOPER & DURHAM, P.A.
227 West Trade Street, Suite 1200
Charlotte, North Carolina 28202
Telephone: (704) 334-0891
Facsimile: (704) 377-1897
E-mail: rrayburn@rcdlaw.net
jmiller@rcdlaw.net

-and-

Brad B. Erens (IL Bar No. 06206864)
Mark A. Cody (IL Bar No. 6236871)
Caitlin K. Cahow (IL Bar No. 6317676)
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
Facsimile: (312) 782-8585
E-mail: bberens@jonesday.com
macody@jonesday.com
ccahow@jonesday.com
(Admitted *pro hac vice*)

-and-

Gregory M. Gordon (TX Bar No. 08435300)
JONES DAY
2727 N. Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100
E-mail: gmgordon@jonesday.com
(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. ___] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the evidence presented, and the arguments

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 Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

of counsel at the hearing on this matter, the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein.

3. The Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
 - (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”)⁴ with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

4. The Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

of mesothelioma claims provide a reliable basis for estimating the Debtors' asbestos liability; the estimation of the Debtors' asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the "Permitted Purposes").

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a "Matching Key", which shall be a list (in electronic, text searchable format) of last names and Social Security numbers ("SSNs"), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) ("Old IRNJ"), or Murray's predecessor, the former Trane U.S. Inc. ("Old Trane") that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the "Claimants"), as well as a unique numerical pseudonym (the "Claimant Pseudonym") assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of the subpoenas authorized by this order (the "Service Date"), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each, a "Producing Party" and, collectively, the "Producing Parties"). Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. ("LAS"), and Ankura Consulting Group, LLC ("Ankura"), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts' databases, and Paddock shall identify the claimants in any claims database within Paddocks' possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the "Paddock Database"), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the "Matching Claimants"). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name ("executor," "deceased," "dec," etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., "Van" or "De") as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSN of claimants in the Trusts' databases or, in the case of Paddock, in the Paddock Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the "Meet and Confer List"). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

(as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtors (and the Debtors' Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants, whether pursuant to paragraph 7 or paragraph 8 (and this paragraph 9, as applicable), the Producing Parties shall notify the Matching Claimants' counsel of record that the relevant Trusts (or Paddock, as applicable) have received a subpoena from the Debtors. The notice from the Producing Parties shall state that the data associated with the Matching Claimants, as described in paragraphs 10 and 11 below (as applicable), will be produced if they do not file a motion to quash the subpoena in the court of compliance for the Producing Party by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Producing Party. The Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Producing Party is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation

because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the “Unnoticeable Claimants”). The Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim (or, in the case of Paddock, that asserted the claim on behalf of the claimant) and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Producing Parties to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtors and the Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party shall produce to the Debtors the data described in paragraph 10 or 11 below (as applicable), relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “Production Date”).

10. On or before the applicable Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF

and Verus, separately for each Trust) the following information pertaining to each Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Matching Claimant (to the extent the Paddock Database contains such information)

⁷ For the avoidance of doubt, the term “Matching Claimants” referenced in paragraphs 10 and 11 of this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

(the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);
- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

- a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a claimant-by-claimant basis, with data from the Debtors’ database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the "Confidential Data") shall be deemed "Confidential" pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the "Protective Order"). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party's Retained Expert (defined below) in these cases (collectively, the "Authorized Representatives"); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall

thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information

derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or

use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d)

complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

***Instructions:* This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.**

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- x
In re: : Chapter 11
:
PADDOCK ENTERPRISES, LLC : Case No. 20-_____ (_____)
:
Debtor.1 :
:
----- x

DECLARATION OF DAVID J. GORDON, PRESIDENT
AND CHIEF RESTRUCTURING OFFICER OF THE DEBTOR, IN
SUPPORT OF CHAPTER 11 PETITION AND FIRST DAY PLEADINGS

I, David J. Gordon, pursuant to 28 U.S.C. § 1764, hereby declare that the following is true
and correct to the best of my knowledge, information, and belief:

1. I am the President and Chief Restructuring Officer of Paddock Enterprises, LLC
(the “Debtor”). The Debtor is organized under the laws of the state of Delaware. I own and
operate a management services business, DJG Services, LLC (“DJG”), through which I began
working with the Debtor and its affiliates (collectively, the “Company”) as a real estate consultant
in November 2019. Pursuant to a consulting contract between DJG and the Debtor’s predecessor,
I have served as President and Chief Restructuring Officer of the Debtor since December 18, 2019.
I am also the President and own 50% of DJO Services, LLC (“DJO”). DJO owns the equity
interest in a number of currently non-operating companies that face asbestos personal injury
litigation and provides management services to each of them. In addition, I am the President of
Fraser Boiler Service, Inc., which is the Debtor in a chapter 11 case involving asbestos mass tort
and related insurance issues, which is currently pending in the Western District of Washington. In

1 The last four digits of the Debtor’s federal tax identification number are 0822. The Debtor’s mailing address is
One Michael Owens Way, Perrysburg, Ohio 43551.

my personal capacity, I serve as Liquidating Trustee to the Oakfabco Liquidating Trust, as an independent director for two other companies, and as Director of Insurance and Litigation for a regional contractor in the Northwest. Prior to starting DJO in 2015, I served as a vice president, and then President and Chief Executive Officer ("**CEO**") of The Flintkote Company ("**Flintkote**") from 2000-2017, including through its chapter 11 bankruptcy. In my capacity as CEO of Flintkote, I also served as the CEO of the Plant Insulation Company from 2007-2012, including through its chapter 11 bankruptcy. I also currently serve as the trustee for the Flintkote Trust. From 1997-2003, I served in various capacities for Flintkote's ultimate parent, Imasco Holdings Group, Inc., including as the President of Roy Rogers Restaurants and as President of MRO Mid-Atlantic Restaurants. Prior to that time, I served in senior counsel positions for Hardee's Food Systems, Inc. from 1987-1997 and Burger King Corporation from 1980-1987. I am authorized to submit this declaration (the "**First Day Declaration**") on behalf of the Debtor.

2. I am responsible for overseeing the day-to-day operations of the Debtor, as well as developing and managing the real estate business of its wholly owned, non-Debtor subsidiary, Meigs Investments, LLC ("**Meigs**"). As a result of my experience with the Debtor, my review of public and non-public documents (including the Debtor's books and records), and my discussions with members of the Company's management team, I am generally familiar with the Debtor's business, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from Company employees, Company documents and/or the Debtor's professionals. If called upon to testify, I would testify competently to the facts set forth in this First Day Declaration.

3. On the date hereof (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of Delaware (the “**Court**”). The Debtor will continue to operate its business and manage its property as debtor-in-possession.

4. I submit this First Day Declaration on behalf of the Debtor in support of the Debtor’s (a) voluntary petition for relief and (b) “first-day” pleadings, which are being filed concurrently herewith (collectively, the “**First Day Pleadings**”). I have reviewed the Debtor’s petition and the First Day Pleadings, or have otherwise had their contents explained to me, and it is my belief that the relief sought therein is essential to avoid immediate and irreparable harm to the Debtor and to successfully maximize the value of the Debtor’s estate. References to the Bankruptcy Code, the chapter 11 process, and related legal matters are based on my understanding of such matters in reliance on explanations provided by, and the advice of, counsel.

5. The primary purpose of this case (the “**Chapter 11 Case**”) is to address and comprehensively resolve the Debtor’s legacy asbestos-related liabilities, which arise out of the production and distribution of certain asbestos-containing products by a former business unit of the Debtor’s predecessor from 1948 to 1958, when that business unit was sold. The Debtor intends to achieve this goal by promptly negotiating—and ultimately confirming—a plan of reorganization pursuant to sections 524(g) and 1129 of the Bankruptcy Code. The Debtor believes that creation of a section 524(g) trust would be the fairest and most expeditious way for the Debtor to ensure that holders of current and future Asbestos Claims (as defined below) are treated in a fair and just manner. The Debtor is confident that the tools and protections available in chapter 11 will facilitate negotiations that will ultimately result in a court-approved plan.

6. Part I of this First Day Declaration describes the Debtor’s historical asbestos-related liabilities and the events leading to the filing of this Chapter 11 Case. Part II provides an overview of the Debtor’s relevant corporate history and attributes, including the corporate modernization that it consummated on December 26-27, 2019. Part III sets forth relevant facts in support of the First Day Pleadings.

I. THE DEBTOR’S ASBESTOS-RELATED LIABILITIES AND EVENTS LEADING TO THE FILING OF THE CHAPTER 11 CASE

A. The Debtor’s Limited Asbestos Operations and Ongoing Claiming Activity

7. The Debtor is the successor-by-merger to Owens-Illinois, Inc., which previously served as the ultimate parent of the Company. The Debtor is annually subject to hundreds of claims and lawsuits alleging personal injuries and death from exposure to asbestos (“**Asbestos Claims**”) contained in products manufactured under the “Kaylo” brand between 1948 and 1958, which were primarily pipe covering and block insulation products. These products contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture, and had extremely limited applications, such as for high temperature piping in large industrial settings. As discussed further below, the Debtor’s predecessor sold its entire Kaylo business to Owens Corning Fiberglass Corporation (“**Owens Corning**”) in 1958 and has not manufactured or sold any Kaylo products since then. No other entities within the Company were ever involved in the production or sale of Kaylo products.

8. In April 1953, the Debtor’s predecessor entered into a five-year sales agreement covering Kaylo products with Owens Corning, which then began distributing the product line. Owens Corning subsequently purchased the Kaylo business in its entirety in April 1958 and, upon information and belief, owned and exclusively operated it until 1972. Owens Corning filed for chapter 11 protection in October of 2000 and confirmed its plan of reorganization with a section

524(g) trust in September of 2006. The Owens Corning 524(g) trust has been making payments on account of Kaylo-related asbestos claims since then.

9. Despite having only produced Kaylo products for a fraction of the total production window, the Debtor continues to fund an outsized share of tort recoveries. This situation arises in part because the section 524(g) trust system operates independently of the tort system, which allows for plaintiffs to recover from defendants in the tort system, collect their full damages, and then collect significant damages from trusts based on evidence they subsequently submit, even when it alleges exposure to the same product. It also arises because the cost of defending asbestos claims in the tort system has risen. The Debtor currently has approximately 900 personal injury lawsuits pending against it throughout the country, many of which are currently dormant in status. These lawsuits typically allege various theories of liability, including negligence, gross negligence and strict liability, and seek compensatory and, in some cases, punitive damages. Each lawsuit requires the Debtor to incur a range of tens to hundreds of thousands of dollars or more in attorneys' fees and costs alone.

10. In contrast to many other companies' pure litigation approach, however, most Asbestos Claims are presented to the Debtor through a variety of administrative claims-handling agreements ("**Administrative Claims Agreements**"). The Company long believed that it and its various stakeholders were best served by proactively managing its asbestos-related liabilities outside of the tort system through such agreements. This strategy has historically allowed the Debtor more predictability in managing risk and its annual asbestos-related financial obligations. However, the Company's ability to reasonably estimate and reserve for the Debtor's asbestos-related tort expenditures has been significantly affected by, among other factors, changes in claiming patterns; changes in the law, procedure, and asbestos docket management; and pressure

on settlement values driven by co-defendant bankruptcies, adverse tort system developments, and the Debtor’s status as one of the only remaining solvent “amosite” defendants. These factors have also made Administrative Claims Agreements—at least on existing payment terms—difficult to maintain, and therefore less reliable to the Debtor.

11. The Company has for many years conducted an annual comprehensive legal review of its asbestos-related tort expenditures in connection with finalizing its annual results of operations in its public filings. Beginning in 2003, the Company had been estimating its asbestos-related tort expenditures based on an analysis of how far in the future it could reasonably estimate the number of claims it would receive, which was several years. In April 2016, the Company adjusted its method for estimating its future asbestos-related tort expenditures in compliance with accounting standards codification (“ASC”) 450, *Contingencies*. With the assistance of an external consultant, and utilizing a model with actuarial inputs, the Company developed a new method for reasonably estimating its total asbestos-related tort expenditures, which made several adjustments to consider the probable losses for Asbestos Claims not yet asserted, as well as related costs it could properly include in its estimate.

12. Although the Company did not record any additional asbestos-related charges at the end of 2016 or 2017, as of December 31, 2018, the revised methodology led the Company to (i) conclude that a charge of \$125 million was necessary, which produced a year-end accrual of \$602 million for reasonably probable asbestos-related tort expenditures and (ii) estimate that reasonably possible losses could result in asbestos-related tort expenditures up to \$722 million (both stated in nominal dollars). The Debtor believes that, although the established reserves are appropriate under ASC 450, its ultimate asbestos-related tort expenditures cannot be known with certainty because, among other reasons, the litigation environment in the tort system has

deteriorated generally for mass tort defendants and Administrative Claims Agreements are becoming less reliable.

13. What is certain is the incredible disparity between what the Debtor has historically paid, and is now being asked to pay, for Asbestos Claims, given the extent of its historical asbestos-related operations. As of September 30, 2019, the Debtor had disposed of over 400,000 Asbestos Claims, and had incurred gross expense of approximately \$5 billion for asbestos-related costs. In contrast, its total Kaylo sales for the 10-year period in which it sold the product were approximately \$40 million. Asbestos-related cash payments for 2018, 2017, and 2016 alone were \$105 million, \$110 million, and \$125 million, respectively. Although these cash payments show a modest decline, the overall volume and claimed value of Asbestos Claims asserted against the Debtor has not declined in proportion to the facts that (i) over 60 years have passed since the Debtor exited the Kaylo business, (ii) the average age of the vast majority of its claimants is now over 83 years old, (iii) these demographics produce increasingly limited opportunities to demonstrate legitimate occupational Kaylo exposures, and (iv) other recoveries are available from trusts established by other asbestos defendants. Rather, increasing settlement values have been demanded of the Debtor. And because the Debtor has settled or otherwise exhausted all insurance that might cover Asbestos Claims, it must satisfy all asbestos-related expenses out of Company cash flows.

14. For years, the Debtor has paid more for its Asbestos Claims than its industry peers whose liabilities are paid by section 524(g) trusts. This is principally due to the inherent differences between the tort system and section 524(g) trust distribution procedures. The procedural and legal differences even among different jurisdictions in the tort system—such as joint-and-several liability—allow these disparities to exist in the extreme, which usually results in

the Debtor paying different claim amounts to otherwise similarly-situated plaintiffs. This situation is neither fair to the Company and its stakeholders nor to asbestos claimants.

15. The Debtor remains committed—as it has since the first Asbestos Claim brought against it—to fairly and equitably compensating claimants who are ill and have legitimate exposure to Kaylo products that the Debtor’s predecessor last manufactured more than 60 years ago. However, because the Company continues to face claims that increase in value, despite the fact that one would reasonably expect claims arising from the relevant manufacturing period to tail off and become more difficult to prove, the Debtor has concluded—consistent with the Company’s overall strategy of rationalizing and streamlining expenses—that the best path for fairness, certainty, and finality is only available through this Chapter 11 Case.

B. Engagement of Professionals

16. In order to explore potential alternatives to the status quo, the Debtor engaged its outside counsel, Latham & Watkins LLP (“**Latham**”), to assist it in evaluating a number of strategic options. It also retained Bates White LLC (“**Bates White**”) to provide estimation-related guidance with respect to its Asbestos Claims. The Debtor believes that guidance from both Latham and Bates White will assist it in reaching a consensual resolution in this Chapter 11 Case.

17. As part of this exploratory effort and to facilitate the implementation of a potential chapter 11 strategy if and when authorized to do so, the Debtor also entered into an engagement letter with James L. Patton, Jr. of Young, Conaway, Stargatt & Taylor, LLP (“**Young Conaway**”) on October 30, 2019 to serve as a proposed future claims representative (the “**Proposed FCR**”) to represent the interests of individuals who may assert Asbestos Claims in the future. The Debtor chose the Proposed FCR after interviewing and considering several qualified candidates, ultimately selecting James Patton based upon his qualifications and experience. The Proposed FCR retained Young Conaway as counsel and Ankura Consulting Group LLC as claims analyst to

provide advice in connection with such representation. Together with his advisors, the Proposed FCR initiated an extensive diligence process into the Debtor’s Asbestos Claims, subject to a confidentiality agreement. The Debtor has worked constructively with the Proposed FCR and his advisors throughout this process by producing over 1,600 pages of documents and written responses to his information requests, as well as by attending in-person and telephonic diligence meetings, among other things.

18. The Debtor intends to seek the appointment of Mr. Patton as the future claimants’ representative in connection with this Chapter 11 Case. Given the knowledge of the Debtor’s business and Asbestos Claims that Mr. Patton has gained during the prepetition diligence process, the Debtor believes his appointment will result in efficiencies that benefit creditors and the estate.

C. Ultimate Decision to File for Chapter 11

19. Managing Asbestos Claims has always been a mix of legal art and science and something on which the Debtor has prided itself. The laws and the circumstances, however, have changed over time and the Debtor is no longer confident that it can appropriately and reliably manage these claims outside of a chapter 11 process. In contrast, the large number of asbestos defendants that have successfully navigated chapter 11 and confirmed section 524(g) plans (none of whom exited asbestos-related manufacturing over 60 years ago or have the Debtor’s uniquely limited cohort of claimants) leads the Debtor to be confident that it too can reach a successful resolution as to its Asbestos Claims in chapter 11.

20. Thus, after extensive discussions with its advisors, the Debtor determined that commencement of this Chapter 11 Case would best position it to obtain certainty and finality in its funding obligations, in a manner that is fair and just to current and future asbestos claimants, and is in the best interests of the Debtor’s estate and stakeholders. Accordingly, on January 5, 2020, the Debtor’s board of managers authorized the filing of this Chapter 11 Case.

21. Based on my experience, I believe that chapter 11 provides the only avenue for all of the Asbestos Claims asserted, and to be asserted, against the Debtor to be comprehensively addressed in a single forum under a process that fosters integrity through application of the rules of evidence and the rule of law. It will avoid the unending process inherent in the state court system and, perhaps more importantly, avoid the risk that some claimants who are otherwise similarly-situated may fare better than others, based only on when their claim is asserted, where, and by which law firm. In short, chapter 11 will provide the Debtor with the statutory framework and tools necessary to finally and fairly resolve its liability for Asbestos Claims, while unlocking the growth potential for the Company and its businesses, and for the benefit of all stakeholders.

II. THE DEBTOR'S RELEVANT CORPORATE HISTORY AND ATTRIBUTES

A. The Debtor's Organizational Structure

22. There is one Debtor in this case. The Debtor was incorporated in Delaware in 2019 and maintains its headquarters in Perrysburg, Ohio. The Debtor has one operating subsidiary, Meigs. As shown in the simplified corporate organization chart attached as Exhibit A and as described in further detail below, the Debtor is a direct, wholly owned subsidiary of O-I Glass, Inc. ("**Current Parent**"). Current Parent is a public company with shares traded on the New York Stock Exchange. Current Parent holds 100% of the interests in Owens-Illinois Group, Inc. ("**O-I Group**"), which in turn directly or indirectly holds all of the Company's subsidiaries other than the Debtor and Meigs.

23. The Company is the largest manufacturer of glass container products in the world, with 78 glass manufacturing plants in 23 countries. The Company's principal product lines are glass containers for alcoholic beverages, including beer, flavored malt beverages, spirits and wine, a variety of food items, soft drinks, teas, juices and pharmaceuticals. The Company's segments include Europe, the Americas and Asia Pacific. It also provides engineering support for its glass

manufacturing operations through facilities located in the United States, Australia, France, Poland and Peru. As of December 31, 2019, the Company employed approximately 27,500 individuals worldwide.

B. Corporate Modernization Transaction

24. Recognizing that, within its corporate structure, the Company's asbestos-related liability was located at the level of the Debtor's predecessor, Owens-Illinois, Inc., the Company underwent a corporate restructuring pursuant to section 251(g) of the Delaware General Corporation Law (the "**Corporate Modernization Transaction**") in December 2019. The Company undertook the Corporate Modernization Transaction to structurally separate the legacy liabilities of the Debtor's predecessor, Owens-Illinois, Inc., from the active operations of Owens-Illinois, Inc.'s subsidiaries, while fully maintaining the Debtor's ability to access the value of those operations to support its legacy liabilities. I understand that, as a result of the Corporate Modernization Transaction, Owens-Illinois, Inc. ceased to exist for corporate purposes under Delaware law and two new entities were created: (i) the Debtor, into which Owens-Illinois, Inc. merged, and (ii) Current Parent, which became the Company's new publicly traded parent. I understand that, for all U.S. federal tax purposes, Current Parent is treated as a continuation of Owens-Illinois, Inc. In addition, (x) certain assets of Owens-Illinois, Inc., which became assets of the Debtor as a matter of law upon the Merger (as defined below), were distributed as a dividend to Current Parent, (y) certain obligations of Owens-Illinois, Inc., which became obligations of the Debtor by operation of Delaware law upon the Merger, were assumed by Current Parent, and (z) Debtor and Current Parent entered into a Support Agreement and a Services Agreement providing the Debtor with corporate and other shared services. These steps are further described below.

25. First, Owens-Illinois, Inc. undertook a holding company reorganization under the General Corporation Law of the State of Delaware, pursuant to which Owens-Illinois, Inc. formed

Current Parent as a direct, wholly owned subsidiary. Current Parent then formed the Debtor to serve as a merger subsidiary. Pursuant to an agreement and plan of merger (the “**Merger Agreement**”), Owens-Illinois, Inc. merged with and into the Debtor, with the assets and liabilities of Owens-Illinois, Inc. vesting in the Debtor as the surviving entity (the “**Merger**”) by operation of Delaware law. Upon the effectiveness of the Merger, each share of Owens-Illinois, Inc. stock held immediately prior to the Merger automatically converted into a right to receive an equivalent corresponding share of Current Parent stock, having the same designations, rights, powers and preferences and the qualifications, limitations, and restrictions as the corresponding share of Owens-Illinois, Inc. stock being converted. After the Corporate Modernization Transaction, Owens-Illinois, Inc.’s stockholders became stockholders of Current Parent.

26. In connection with the modernization, the Debtor distributed all of the shares of capital stock of O-I Group to Current Parent, and entered into an Assumption and Assignment Agreement through which certain contracts of Owens-Illinois, Inc. (including employee benefits plans) that the Debtor succeeded to as a result of the Merger by operation of Delaware law, were assigned to Current Parent (the “**Distribution**”). In connection with and prior to the Distribution, Current Parent entered into the Support Agreement with the Debtor, which is designed to ensure that the Debtor remains solvent, and a Services Agreement, which maintains the Debtor’s access to generalized corporate services and resources.

27. The Company undertook the Corporate Modernization Transaction to further its strategy of improving the Company’s operating efficiency and cost structure, while ensuring the Debtor remains well-positioned to address its legacy liabilities. The Debtor believes that the corporate structure resulting from the Corporate Modernization Transaction aligns with the Debtor’s goal of resolving its legacy liabilities fairly and finally, in a way that maximizes value

for all parties. The Corporate Modernization Transaction also helped ensure that the Debtor has the same ability to fund the costs of defending and resolving present and future Asbestos Claims as Owens-Illinois, Inc. did, through Debtor’s retention of (i) its own assets to satisfy these claims and (ii) access to additional funds from the Company through the Support Agreement. In short, the Corporate Modernization Transaction made good sense on a standalone, operational basis, and was also consistent with any bankruptcy strategy the Debtor might undertake.

C. Support Agreement

28. As part of the Corporate Modernization Transaction, Current Parent entered into a support agreement with the Debtor (the “**Support Agreement**”), a true and correct copy of which is attached as Exhibit B. The Support Agreement is not a loan agreement. Instead, without any corresponding repayment obligation by the Debtor, it requires Current Parent to provide funding for all “Permitted Uses”, subject to the terms of the Support Agreement. The key objective of the Support Agreement is to ensure that the Debtor has the same ability to fund the costs of managing and paying Asbestos Claims as Owens-Illinois, Inc., which funded asbestos-related liabilities out of cash funded from its subsidiaries.

D. Services Agreement

29. In connection with the Corporate Modernization Transaction and to ensure that the Debtor has access to the necessary resources and services to operate its business, the Debtor and Current Parent entered into a services agreement (the “**Services Agreement**”), pursuant to which Current Parent provides the Debtor with certain centralized corporate and administrative services, including, but not limited to, legal, accounting, tax, human resources, information technology, risk management and other support services (including information retention and records management) as are necessary to operate the Debtor’s business and support its operations (including any needed

support of Meigs) (the “**Services**”). The Debtor is invoiced quarterly, on an allocated basis, for Services expenses based on a projected annual budget, which is trued-up at the end of each year based on actual costs. Amounts due under the Services Agreement are included as Permitted Uses under the Support Agreement.

E. The Debtor’s Business Operations and Assets

30. The Debtor’s business operations are exclusively focused on (1) owning and managing certain real property and (2) owning interests in, and managing the operations of, its non-Debtor subsidiary, Meigs, which is developing an active real estate business. In addition, the Debtor is responsible for managing its historical asbestos and environmental liabilities through resources available under the Services Agreement and outside advisors. In addition to amounts due under the Services Agreement, the Debtor also incurs certain direct costs related to independent director fees, consulting costs, legal fees, and other charges. The Debtor has no employees.

31. The Debtor owns one parcel of real property in Lapel, Indiana, on which an affiliate owns and operates a glass manufacturing plant (the “**Lapel Property**”). The Debtor acquired the Lapel Property from Owens-Brockway Glass Container Inc. (“**OBGC**”) prior to the Petition Date and leased it back to OBGC under a 15-year triple net lease, subject to renewal (the “**Ground Lease**”). The Ground Lease is expected to generate net rents totaling approximately \$110,000 in annual revenue. In connection with the sale and leaseback of the Lapel Property, the Debtor obtained an appraisal and capitalization rates from CBRE. The Debtor intends to manage and derive revenue from the Ground Lease business during the Chapter 11 Case and after emergence.

32. In addition to the Ground Lease, through Meigs, the Debtor holds one property and is under contract to purchase another property, both subject to triple-net leases of quick-service

restaurants with national, third-party quick-service restaurant brands (the “**Existing Properties**”). The Existing Properties are expected to generate net rents totaling approximately \$216,000 in revenue in 2020, subject to increase in later years. In connection with owning and managing the Existing Properties, Meigs (as directed by the Debtor, as its sole member) performs the various tasks associated with its property management business, including periodic inspections of the properties for compliance with lease terms, management of tenants’ lease obligations such as tax, common area charges and insurance, and resolving disputes, if any. The Debtor will continue to assess opportunities to expand Meigs’ portfolio to provide income and asset value growth to its real estate business during the Chapter 11 Case.

33. In addition to these assets, the Debtor held approximately \$40.6 million in cash in its bank account as of the Petition Date. These funds derived from a combination of (i) an initial payment under the Support Agreement and (ii) additional cash left behind at Owens-Illinois, Inc. in the Corporate Modernization Transaction, which became cash of the Debtor upon the Merger. The Debtor may also hold *de minimis* other assets to which it became entitled as a matter of Delaware law pursuant to the Merger.

F. Debtor’s Capital Structure and Liabilities

34. As noted above, the Debtor is a wholly owned subsidiary of Current Parent. The Debtor has no funded debt as of the Petition Date. The Debtor’s most significant liabilities relate to its Asbestos Claims (as discussed in greater detail in Part I.A above). The Debtor also has legacy environmental liabilities (which are dwarfed by asserted Asbestos Claims) and has *de minimis* other contested prepetition liabilities arising from pending non-asbestos-related litigation.

35. Environmental Liabilities. The Debtor has historical environmental liabilities related to, among other things, Owens-Illinois, Inc.’s prior operation of certain facilities, including,

but not limited to, in Ohio, Kentucky, Connecticut, New Jersey, and Georgia. The Debtor's liabilities with respect to these facilities relate to penalties for site closures, remediation expenses, exposure for cleanup of contamination, and alleged noncompliance with regulations. The Debtor also has liabilities associated with Owens-Illinois, Inc.'s involvement in a number of other administrative and legal proceedings regarding the responsibility for the cleanup of hazardous waste or damages claimed to be associated with it and with Owens-Illinois, Inc.'s involvement in some minor claims for environmental remediation of properties sold to third parties.

III. FIRST DAY PLEADINGS²

36. To preserve value for all stakeholders, the Debtor has sought approval of the First Day Pleadings and related orders (the "**Proposed Orders**"), and respectfully requests that the Court consider entering the Proposed Orders granting such First Day Pleadings. The Debtor seeks authority, but not direction, to pay amounts or satisfy obligations with respect to the relief requested in any of the First Day Pleadings.

37. I have reviewed each of the First Day Pleadings, Proposed Orders, and exhibits thereto (or have otherwise had their contents explained to me), and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. Moreover, I believe that the relief sought in each of the First Day Pleadings (a) is vital to enabling the Debtor to make the transition to, and operate in, chapter 11 with minimum interruptions and disruptions to its business or loss of value and (b) constitutes a critical element in the Debtor's being able to successfully maximize value for the benefit of its estate.

² Unless otherwise defined herein, all capitalized terms in this Section shall have the meanings ascribed to them in the applicable First Day Pleadings.

A. Motion to Limit Notice and Approve Notice Procedures³

38. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor seeks entry of interim and final orders (i) authorizing the Debtor to file a list of the top 24 law firms with the most significant Asbestos Claimant (as defined in the Motion to Limit Notice and Approve Notice Procedures) representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the holders of the top 20 largest unsecured claims; (ii) approving the implementation of notice procedures by which the Debtor shall (a) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor’s creditor matrix and (b) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such notices, mailings, and other communications directly to the Asbestos Claimants themselves (the “**Notice Procedures**”); and (iii) granting related relief.

1. List of 24 Law Firms with the Most Significant Asbestos Claimant Representations

39. As described herein, the Debtor is currently subject to Asbestos Claims presented to the Debtor through Administrative Claims Agreements and is also named as a defendant in pending Asbestos Claim litigation. The vast majority of the Debtor’s known creditors are Asbestos Claimants. As a result, the Debtor anticipates that the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) will appoint an official committee of asbestos claimants to represent the interests of the Asbestos Claimants in the Chapter 11 Case. The Debtor does not

³ “**Motion to Limit Notice and Approve Notice Procedures**” means the *Motion of Debtor for Entry of Interim and Final Orders (I) Authorizing the Filing of a List of the Top 24 Law Firms Representing Asbestos Claimants, (II) Approving Certain Notice Procedures for Asbestos Claimants, and (III) Granting Related Relief.*

expect that the U.S. Trustee will also seek to appoint a separate official committee comprised solely of holders of non-asbestos claims against the Debtor as the Debtor has relatively few unsecured creditors compared to the number of Asbestos Claimants.

40. I do not believe that listing individual Asbestos Claimants with the largest unsecured claims against the Debtor would facilitate the U.S. Trustee's appointment of an asbestos claimants creditors' committee. I believe attempting to designate certain individual Asbestos Claimants as holding the "largest" unsecured claims would be arbitrary. The vast majority of pending Asbestos Claims are disputed, contingent, and/or unliquidated and therefore would be incredibly difficult to value. I therefore believe that providing the U.S. Trustee with a list of the top 24 law firms with the most significant Asbestos Claimant representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the 20 largest unsecured claims against the Debtor would better assist the U.S. Trustee in forming such a committee.

41. I understand that most Asbestos Claimants present Asbestos Claims to the Debtor through Administrative Claims Agreements. The Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs' law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Accordingly, in order to identify the top plaintiffs' firms, the Debtor reviewed historical data of which firms have submitted the highest volume of Asbestos Claims and have resolved the highest value of Asbestos Claims in the past 10 years. In addition to listing the law firms with the most significant Asbestos Claimant representations as determined by volume and value of payments, I understand that the Debtor also included any law firms representing Asbestos

Claimants with any unpaid but liquidated Asbestos Claims in excess of \$200,000 as of the Petition Date.

2. *The Asbestos Claimant Notice Procedures*

42. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor also seeks to implement the Notice Procedures by which the Debtor will (i) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor's creditor matrix and (ii) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such communications directly to the Asbestos Claimants themselves.

43. I understand that the Debtor does not routinely receive individual address information for Asbestos Claimants in Asbestos Claim litigation or under Administrative Claims Agreements, and therefore does not track or retain such information. As described above, for claims submitted under the Administrative Claims Agreements, the Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs' law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Further, the Debtor rarely receives contact information for such Asbestos Claimants pursuant to Administrative Claims Agreements.⁴ For Asbestos Claims pending in the tort system, the Debtor tracks the Asbestos Claimant's name, but ordinarily the pleadings and

⁴ I understand that the Debtor does have some identifying personal information about certain Asbestos Claimants for certain settled-but-unpaid claims existing as of the Petition Date, as well as some submitted Asbestos Claims that remain unresolved as of the Petition Date. However, the Debtor generally is not given and does not have contact information for such Asbestos Claimants.

publicly available discovery materials do not contain identifying contact information for such plaintiffs.

44. Instead, I understand that the Debtor typically tracks the address information of the counsel and/or law firm of record for the Asbestos Claimants in the tort system and named counsel party to the Administrative Claims Agreements, and conducts all communications regarding the related litigation and/or pending claims and Asbestos Claims through such counsel. Collecting the individual addresses of the Asbestos Claimants, I believe, would require a massive, expensive and time-consuming effort, including a search beyond the Debtor's existing books and records. Even if the Debtor did undergo this effort, I believe that it would likely be near impossible to locate and ensure the accuracy of such information for each Asbestos Claimant. As a result, the Debtor requests authority to list the addresses of the counsel of record for each Asbestos Claimant and named counsel under the Administrative Claims Agreements instead of the addresses of individual Asbestos Claimants on the Debtor's creditor matrix.

45. In addition, I understand that throughout the course of the Chapter 11 Case, various notices, mailings, and other communications will need to be sent to the Asbestos Claimants. In order to ensure that these claimants receive proper and timely notice of filings and critical events in the Chapter 11 Case, the Debtor requests authority to direct Prime Clerk, LLC, the Debtor's proposed claims and noticing agent (the "**Claims and Noticing Agent**"), to send required notices, mailings, and other communications to the counsel of record for the Asbestos Claimants and named counsel under the Administrative Claims Agreements, in the manner required pursuant to otherwise applicable noticing procedures in effect in the Chapter 11 Case, *provided* that the Debtor will (or will direct the Claims and Noticing Agent to) send required notices, mailings, and other communications directly to any Asbestos Claimants who so request such direct notice from the

Debtor in writing. As to those Asbestos Claimants, if any, whose personal addresses are known to the Debtor, the Debtor shall send required notices, mailings, and other communications related to the Chapter 11 Case to such Asbestos Claimants at their personal addresses, as well as to their known counsel. Additionally, for those law firms representing multiple Asbestos Claimants (including those law firms party to the Administrative Claims Agreements), the Debtor seeks authorization to serve each document only a single time on such law firms (at each relevant address) on behalf of all such counsel's clients, *provided* that any notice or other document relating specifically to one or more particular Asbestos Claimants (rather than all Asbestos Claimants represented by such law firm) shall clearly identify such parties.

46. I believe that by implementing the Notice Procedures, the actual notice that Asbestos Claimants will receive via their counsel will be superior to the notice that the Asbestos Claimants would receive if the Debtor were to attempt to deliver notices and other communications directly to such claimants. In addition, I understand that the address for counsel to the Asbestos Claimants is more likely to remain unchanged over time, and hence providing notice to the counsel of record will allow for more accurate notice to Asbestos Claimants. Moreover, I believe that the Notice Procedures will also significantly ease the Debtor's administrative burden of sending notices to thousands of Asbestos Claimants, resulting in a more cost-effective notice procedure that benefits the Debtor's estate and creditors.

B. Claims Agent Retention Application⁵

47. Pursuant to the Claims Agent Retention Application, the Debtor is seeking entry of an order appointing Prime Clerk, LLC ("**Prime Clerk**"), as claims and noticing agent in the

⁵ "**Claims Agent Retention Application**" means the *Application of Debtor for Appointment of Prime Clerk LLC as Claims and Noticing Agent*.

Chapter 11 Case, effective as of the Petition Date, to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Case. It is my understanding that the Debtor’s selection of Prime Clerk to act as the Claims and Noticing Agent has satisfied the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, in that the Debtor has obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, I understand that, based on all engagement proposals obtained and reviewed, Prime Clerk’s rates are competitive and reasonable given Prime Clerk’s quality of services and expertise.

48. Although the Debtor has not yet filed its schedules of assets and liabilities, it anticipates that there will be in excess of 200 entities to be noticed. In view of the number of anticipated claimants, I understand that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f), and I believe that it is otherwise in the best interests of both the Debtor’s estate and its creditors.

C. Cash Management and Services Agreement Motion⁶

1. The Cash Management System

49. I understand that the Debtor maintains a bank account (the “**Bank Account**”) at Fifth Third Bank (the “**Bank**”), into which all rent payments received pursuant to the Ground Lease are deposited, and which serves as the Support Account into which the proceeds of all payments made pursuant to the Support Agreement are deposited. I have been informed that, as of the Petition Date, the Bank Account holds approximately \$40.6 million in cash, derived from

⁶ “**Cash Management and Services Agreement Motion**” means the *Motion of Debtor for Entry of Interim and Final Orders Authorizing Debtor to (I) Maintain Cash Management System, Bank Account, and Business Forms, (II) Perform Under Services Agreement, and (III) Granting Related Relief.*

(i) an initial payment under the Support Agreement and (ii) additional cash left behind at Owens-Illinois, Inc. in the Corporate Modernization Transaction, which became cash of the Debtor upon the Merger. Additionally, I understand that, pursuant to the Support Agreement, Current Parent is required to make available funding to maintain a balance of at least \$5 million in the Bank Account. All proceeds from the Debtor’s operations (and funding provided pursuant to the Support Agreement) are deposited into the Bank Account, and all disbursements, including checks, drafts, wires, and automated clearing house transfers, are issued from the Bank Account. The Bank Account was established in connection with the Corporate Modernization Transaction and it is my understanding that the Debtor has never held a bank account other than the Bank Account.

50. The Debtor may use a variety of preprinted business forms, including checks, letterhead, correspondence forms, invoices, and other business forms in the ordinary course of business (collectively, and as they may be modified from time to time, the “**Business Forms**”). To avoid a significant disruption to the Debtor’s operations that would result from a disruption of the Debtor’s cash management system (the “**Cash Management System**”), and to avoid unnecessary expense, the Debtor is requesting authority to continue using all Business Forms in use before the Petition Date, including with respect to the Debtor’s ability to update authorized signatories and services, as needed—without reference to the Debtor’s status as a chapter 11 debtor-in-possession—rather than requiring the Debtor to incur the expense and delay of ordering or printing new Business Forms. I understand that the Debtor will use reasonable efforts to have the designation “Debtor-in-Possession” and the corresponding bankruptcy case number printed on any Business Forms reordered after the Debtor exhausts its existing supply.

51. I have been informed that the Debtor incurs periodic service charges and other fees in connection with maintenance of the Cash Management System (the “**Bank Fees**”). The Bank

Fees are paid monthly and are automatically deducted from the Bank Account as they are assessed by the Bank. As of the Petition Date, I believe that any Bank Fees outstanding are *de minimis*.

2. *The Services Agreement*

52. I believe that the Services Agreement is of vital importance to the Debtor as without the Services Agreement, the Debtor (which does not have any of its own employees, much less the infrastructure to support its back-office requirements) would be unable to perform basic legal, finance, corporate, administrative, and other tasks necessary to support its business operations. The Services Agreement allows the Debtor to operate its treasury system, maintain its books and records, and comply with applicable tax requirements. Under the Services Agreement, the Debtor also has access to certain critical employees with historical knowledge relating to the defense and management of the Debtor's asbestos liabilities, and expertise relating to such matters. Accordingly, I believe that Current Parent's (and/or its affiliates') provision of services to the Debtor under the Services Agreement results in efficiencies and saved costs.

53. Pursuant to the Services Agreement, the Debtor (together with Meigs and any future subsidiaries that the Debtor may form, each a "**Service Recipient**") is eligible to receive one or more services (collectively, the "**Services**") from Current Parent (together with its subsidiaries other than the Debtor and its subsidiaries, each a "**Service Provider**") set forth in Exhibit A of the Service Agreement, which are incorporated by reference herein, on an as-needed basis.⁷ The Services Agreement includes the following key financial terms:⁸

- **Service Fees.** Each Service will be provided to Service Recipient at Service Provider's Cost (as defined below), as determined by Current Parent in its

⁷ Current Parent may also, in its sole discretion, engage or otherwise subcontract with third parties to assist with the performance of any Services under the Services Agreement.

⁸ The summary contained herein is qualified in its entirety by the provisions of the Services Agreement. To the extent that anything in this Declaration is inconsistent with the terms of the Services Agreement, the Services Agreement will control.

reasonable discretion, in accordance with Exhibit B to the Services Agreement. The term “**Cost**” represents the direct cost to provide a Service. The intent is to assign to the Service all direct costs, including direct labor, direct supervision, benefits, travel and related costs, service-related training, and any direct third-party costs incurred to provide the Service. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

- Billing. Current Parent will determine by line item in Exhibit A to the Services Agreement the projected cost of Services to be provided in the calendar year, and will deliver this projection to the Debtor on or before March 1 of such calendar year and every year thereafter. Once agreed, the sum total of these projected costs will be charged to the Debtor in advance in four equal quarterly installments. At the conclusion of each year, Current Parent will determine the actual cost of the Services provided during the year and provide a comparison to the projected costs to the Debtor by March 1 of the following year. Once agreed, any differences between the actual costs and the projected costs charged during the year will be credited or charged, as applicable, to the Debtor on the first quarterly invoice billed in the following year.
- Change Requests and Amendments. If Current Parent or the Debtor desires a change in the scope of the Services, the party requesting the change will submit a written request for change of Service (the “**Change Request**”). Within 30 days after receipt of the Change Request, Current Parent and the Debtor will negotiate in good faith regarding mutually acceptable changes in the scope of the Services. Current Parent and the Debtor may substitute one or more revised versions of Exhibit A to the Services Agreement as they mutually agree to from time to time.

54. I have been informed that the estimated cost of receiving the Services the Debtor currently receives under the Services Agreement will total approximately \$300,000 to \$450,000 per quarter in 2020. I understand that the Debtor’s payments to Current Parent under the Services Agreement are a Permitted Use under the Support Agreement and thus, subject to the terms of the Support Agreement, Current Parent has funding obligations to the Debtor that correspond to the Debtor’s obligations under the Services Agreement.

55. I believe that this cost is reasonable in light of the scope of the Services and the facts of the Chapter 11 Case, and that the Court should authorize the Debtor to continue to perform under the Services Agreement. In particular, I believe that the anticipated allocated cost is fair and

appropriate, and that the Debtor would be unable to receive the Services at a similarly competitive cost in the marketplace.

CONCLUSION

56. As discussed above, the Debtor's ultimate goal in this Chapter 11 Case is to confirm a plan of reorganization providing for a trust mechanism that will address all current and future Asbestos Claims against the Debtor while simultaneously preserving value and allowing the Debtor to emerge from chapter 11 free of asbestos-related liabilities. I believe that if the Court grants the relief requested in each of the First Day Pleadings, the prospect for achieving confirmation of a chapter 11 plan will be substantially enhanced.

57. I hereby certify that the foregoing statements are true and correct to the best of my knowledge, information and belief, and respectfully request that all of the relief requested in the First Day Pleadings be granted, together with such other and further relief as is just and proper.

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

Executed this 6th day of January, 2020.

/David J. Gordon/

David J. Gordon
President and Chief Restructuring Officer of
Paddock Enterprises, LLC

EXHIBIT C

FILED & JUDGMENT ENTERED
Steven T. Salata

Aug 07 2012

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



George R. Hodges
George R. Hodges
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES
LLC, et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER GRANTING IN PART AND OVERRULING IN PART OBJECTIONS TO
SUBPOENA BY DELAWARE CLAIMS PROCESSING FACILITY, LLC AND
ASSOCIATED TRUSTS, ESTABLISHING CLAIMANT OBJECTION PROCEDURES,
AND GOVERNING THE CONFIDENTIALITY OF INFORMATION PROVIDED IN
RESPONSE TO THE SUBPOENA**

This matter came before the Court on the Emergency Application of Multiple Asbestos Personal Injury Settlement Trusts to Impose Reasonable Privacy Protections on Trusts’ Responses to Debtors’ Subpoena *Duces Tecum* for Information Regarding Settled Claims, and to Require Debtors to Cover the Full Costs and Expenses of Complying with Debtors’ Subpoena (Docket No. 2366) (the “Emergency Application”). In addition, six trusts (the “Trusts”),²

¹ The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company (hereinafter “Garlock” or “Debtors”).

² The Trusts are the Armstrong World Industries Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal Mogul

Delaware Claims Processing Facility, LLC (“DCPF”), the Official Committee of Asbestos Personal Injury Claimants (the “Committee”), and Debtors agreed to submit all matters related to the subpoena authorized by the Order Granting Debtors Leave to Serve Subpoena on Delaware Claims Processing Facility, LLC (Docket No. 2234) and served on May 31, 2012 (the “Subpoena”) (including Garlock’s motion to compel compliance with the subpoena, filed in Delaware (the “Motion to Compel”)) for decision by this Court, and agreed to submit to the jurisdiction of this Court for that purpose.

On or before July 17, 2012, DCPF and the Trusts gave electronic notice of the Subpoena, the Trusts’ written objections to the Subpoena, and the Motion to Compel (and provided copies of each) to each matching trust claimant whose claims data was subject to the Subpoena in accordance with the Trusts’ respective trust distribution procedures by sending electronic notice to such claimant’s lawyer as identified in the records of DCPF and the Trusts. On July 24, 2012, DCPF and the Trusts delivered a list identifying each law firm that represented affected trust claimants to Debtors’ counsel without identifying the affected claimants.³ On July 27, 2012, Debtors sent to such lawyers, by priority, overnight carrier, written notice of an August 16, 1012 hearing scheduled before this Court, and of the opportunity to be heard on any objections to the Subpoena, to law firms on the list provided by DCPF and the Trusts. On July 30, 2012, DCPF also sent electronic notice of hearing to such lawyers, together with a copy of Debtors’ written notice pursuant to the Trusts’ own TDP procedures.

U.S. Asbestos Personal Injury Trust, the Owens Corning Fibreboard Asbestos Personal Injury Trust (both subfunds), and the United States Gypsum Asbestos Personal Injury Settlement Trust.

³ DCPF and the Trusts contend that the identity of trust claimants, and information regarding their claims and settlements with the Trusts, is confidential and cannot be disclosed absent notice to such claimants and an opportunity to be heard on any objections they may have to disclosure.

Based upon a review of the Emergency Application, the Motion to Compel, any supporting or opposing submissions of the parties, the evidence presented, and the arguments of counsel, the Court hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Emergency Application, Motion to Compel, and other matters related to the Subpoena pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.

2. As used in this Order, the term “Settled Claimants” shall mean all individuals listed in Exhibit 1 of the Subpoena, consisting of mesothelioma claimants who (according to Debtors’ records) entered into a settlement with Garlock between 1999 and 2010.

3. On July 27, 2012, Debtors served notice on lawyers who, according to data maintained by DCPF and the Trusts, represented potentially affected claimants. That notice informed such lawyers that on August 16, 2012, the Court will hear objections to the Subpoena that Settled Claimants may wish to raise. Subject to any such objections by Settled Claimants, it does not appear that further or different notice will be required.

4. Settled Claimants shall have until August 14, 2012 to file an objection with this Court to the disclosure of the information sought in the Subpoena. Subject to the right of Settled Claimants to be heard pursuant to the above-described objection procedure, (i) the Trusts and DCPF shall not be subject to any actions, claims, or demands by Settled Claimants or any other party as a result of their good faith compliance with this Order and (ii) the Court shall retain exclusive jurisdiction to hear any objections filed by the Settled Claimants to the Subpoena.

5. Subject to the outcome of this Court’s hearing on August 16, DCPF and the Trusts shall produce the following information with respect to each Trust (collectively, the

“Trust Data”) in Excel format to Debtors no later than fifteen days after the Court enters an order resolving any objections filed by the Settled Claimants:

- a. The date any Settled Claimant filed a claim against a Trust;
 - b. The date any claim filed by a Settled Claimant against a Trust was approved by the Trust (if approved);
 - c. The date any claim filed by a Settled Claimant against a Trust was paid by the Trust (if paid); and
 - d. If a claim filed by a Settled Claimant against a Trust has not been approved or paid, the current status of the claim.
6. Debtors are required to reimburse DCPF and the Trusts for reasonable and necessary costs and expenses incurred in making this production, including the costs and expenses incurred in giving notice to Settled Claimants.
7. The request by DCPF, the Trusts, and the Committee for the Trust Data to be anonymized prior to production to Debtors is denied. The Trust Data shall instead be subject to the confidentiality protection contained in this Order.
8. No Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) Debtors, the Committee, and the Future Claimants’ Representative (the “FCR”) (referred to collectively in this Order as the “Estimation Parties”); (ii) any law firm rendering legal services with respect to the Estimation Parties, and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; and (iii) any Estimation Party’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party in connection with the Estimation Proceeding;

provided, however, that the right of access to Trust Data hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 9 immediately below.

9. Any person exercising a right of access to Trust Data granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Trust Data conferred by paragraph 8, every entity described in subparts (ii) and (iii) in paragraph 8 shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Trust Data in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit A.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Trust Data in their individual capacities, rather than as employees, agents, or representatives of a firm.

10. Trust Data shall be confidential and treated as such without need of any special designation by the Trusts or DCPF. Any entity granted access to Trust Data as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

11. Settled Claimants, Estimation Parties, DCPF, and the Trusts shall have standing to enforce the protections afforded to Trust Data by this Order.

12. Any entity that receives access to Trust Data as provided in this Order shall provide for physical, managerial and electronic security thereof such that Trust Data are

reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Trust Data occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties, as well as any Settled Claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

13. Neither Trust Data, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose whatsoever other than the Estimation Proceeding in this case.

14. Neither Trust Data nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

15. To the extent Trust Data are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Trust Data maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Trust Data themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Trust Data themselves.

16. Nothing in this Order shall restrict any person’s right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 17 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Trust Data.

17. In the event that, in the course of the Estimation Proceeding, any Estimation Party intends to offer into evidence or otherwise use Trust Data in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party may not divulge Trust Data except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Trust Data; and (iii) such Estimation Party has first utilized its best efforts to maintain the confidentiality of the Trust Data, including by seeking an order, on notice to all other Estimation Parties and to the Settled Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from Trust Data if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Settled

Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party from using or referring to Trust Data in such expert's report, or testifying concerning Trust Data, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Settled Claimant.

18. In the event that an entity granted access to Trust Data pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Trust Data, in whole or in part, to a third party (a "**Third-Party Discovery Demand**"), including a governmental or other regulatory body, such entity (a "**Discovery Target**") shall provide prompt written notice of any such request or requirement to the Settled Claimants, Trusts, and DCPF, with copies to the Estimation Parties, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, Trusts, DCPF and each of the Estimation Parties, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Trust Data produced or disclosed pursuant to such an order, including, without limitation, by cooperating with DCPF or any Settled Claimant, Trust or Estimation Party who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Trust Data.

19. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Trust Data shall destroy such Trust Data, including all copies thereof and any Merged Database(s), in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Estimation Parties of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding).

20. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, DCPF, Trusts and Settled Claimants. The movant shall bear the burden of showing good cause for the requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Trust Data on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) Settled Claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Trust Data; (iii) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (iv) among the intended benefits of estimating the Debtors’ asbestos-

related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

21. As a precautionary measure, but not as a precondition to protection, the file names of all Trust Data and Merged Database(s) shall contain the following legend: “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”

22. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

EXHIBIT A.1

Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina

Instructions: *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 9 of the above-referenced Order.*

ACKNOWLEDGEMENT

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Trust Data. The Trust Data constitute confidential and protected information in connection with the above- referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to Trust Data. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Trust Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access to Trust Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer, its employees, agents, and representatives will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court.

Pursuant to paragraph 19 of the Order, Employer will destroy or cause to be destroyed all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly

certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

EXHIBIT A.2

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 9 of the above-referenced Order (for example, a self-employed expert or a witness).*

ACKNOWLEDGEMENT

I may be given access to certain confidential and protected information in connection with the above-referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 20 of the Order.

Pursuant to paragraph 19 of the Order, I will destroy all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Order and this Acknowledgment and for no other purposes.

By: _____
Print Name: _____
Title: _____
Address: _____

Dated: _____

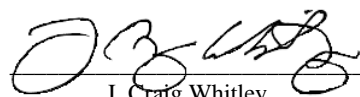
EXHIBIT D

FILED & JUDGMENT ENTERED
Steven T. Salata

February 17 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina




J. Craig Whitley
United States Bankruptcy Judge

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

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 416), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**DBMP**”) on August 19, 2020, as modified by the Debtor’s revised forms of order filed on June 9, 2021 (Dkt. 859) and July 29, 2021 (Dkt. 949, Ex. A) (collectively,

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

the “**Motion**”).² Based upon a review of the Motion,³ the further submissions of the parties, the evidence presented, and the arguments of counsel at the hearing on this matter, and for the reasons stated on the record at the December 16, 2021 hearing (which record is incorporated herein), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the Decembers 16, 2021 hearing.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 7 below on the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and on the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):⁴

² On June 9, 2021 the Debtor filed a revised form of order to incorporate the privacy and security protections in the order entered by Judge Beyer in the Bestwall case, *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC*, No. 17-31795 (Dkt. 1672) (Bankr. W.D.N.C. Mar. 24, 2021) (Bestwall Order (Dkt. 859)). Subsequently, the Debtor further modified the relief sought in its Motion by filing a second revised form of order on July 29, 2021 (Dkt 949, Ex. A) in which the Debtor (1) deleted from its request all of the data fields requiring production of personal identifying information regarding any claimant; and (2) proposed a protocol for the anonymization of the remaining requested data by the Trusts before production to the Debtor.

³ Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

⁴ The Debtor also may subpoena the DCPF Trusts to effectuate this Order.

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust;
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
- c. Celotex Asbestos Settlement Trust;
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
- f. Flintkote Asbestos Trust;
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
- h. Pittsburgh Corning Corporation Asbestos PI Trust;
- i. United States Gypsum Asbestos Personal Injury Settlement Trust; and
- j. WRG Asbestos PI Trust.

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor’s liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization proposed by the Debtor, the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and/or the Future Claimants’ Representative (the “**FCR**”) (collectively, such purposes, the “**Permitted Purposes**”).

4. Bates White, in its capacity as a Retained Expert (as defined herein) for DBMP, shall create a “**Matching Key**”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former CertainTeed Corporation (“**Old CT**”) that were resolved by settlement or verdict and for whom DBMP possesses SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “**DBMP Claimants**”), as well as a unique numerical pseudonym (the “**Claimant Pseudonym**”) assigned by Bates White and corresponding to each DBMP Claimant. On the same day the Debtor effects

service of the subpoenas authorized by this order (the “**Service Date**”), Bates White shall provide the Matching Key to the Manville Trust and DCPF. Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“**LAS**”), and Ankura Consulting Group, LLC (“**Ankura**”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

5. On or before the twenty-first (21st) day following the Service Date,⁵ DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a DBMP Claimant and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before the twenty-first (21st) day following the Service Date, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any DBMP Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the DBMP Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on

⁵ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however*, that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtor, DCPF and Manville Trust cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

6. DCPF and the Manville Trust shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. The notice from DCPF and the Manville Trust shall state that the data associated with the Matching Claimants, as described in paragraph 7 below, will be produced if they do not file a motion to quash the subpoena by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provisions of notice to their counsel of record by DCPF or the Manville Trust. DCPF and the Manville Trust shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, DCPF or the Manville Trust, as applicable, is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the "**Unnoticeable Claimants**"). DCPF and the Manville Trust shall provide the Debtor on or before the thirtieth (30th) day following the Service

Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtor, DCPF, and Manville Trust to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtor and DCPF or the Debtor and Manville Trust are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust shall produce to the Debtor the data described in paragraph 7 below relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “**Production Date**”).

7. On or before the applicable Production Date, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separately for each Trust) the following information pertaining to each Matching Claimant⁶ (to the extent the relevant Trust databases contain such information) (the “**Anonymized Matched Production**”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;

⁶ For the avoidance of doubt, the term “Matching Claimants” referenced here includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

- e. Date claim paid by Trust, if paid;
 - f. If not approved or paid, status of claim; and
 - g. All exposure-related fields⁷, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.
8. The Anonymized Matched Production shall be used as follows:
- a. Subject to and without in any way limiting the restrictions described in paragraph 9(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and CertainTeed LLC (“**New CT**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production.
 - b. The Retained Experts (as defined in paragraph 9(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor’s database or other

⁷ DCPF’s Chief Operating Officer testified that, when claimants describe how they were exposed to products for which a DCPF Trust is responsible, it is possible that they may list individuals by name and/or SSN. To the extent any names or SSNs appear in any exposure-related field, DCPF and the Manville Trust may redact such names and SSNs prior to production of the Anonymized Matched Production. In addition, prior to delivery of the Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Anonymized Matched Production.

sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (*provided that* such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however*, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Production to the Matching Key.

- c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor's database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "**Anonymized Database**").

9. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, and any Anonymized Databases (together, the “**Confidential Trust Data**”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 251) (the “**Protective Order**”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in this case (collectively, the “**Authorized Representatives**”); *provided, however*, that the right of access to the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 9(b) immediately below.
- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 9(a) above, each entity whose Authorized Representatives will receive

access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a

retained claims expert for the Debtor, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “**Retained Expert**”), and (iii) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 9(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 9(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 9(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could

reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

- f. If, in connection with a motion pursuant to paragraph 9(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.
 - g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
 - h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
 - i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
10. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

11. Within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later (the “**Deletion Date**”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) attest in the declaration specified in paragraph 12 that they have permanently deleted such files and any excerpts thereof in compliance with this Order; *provided, however*, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

12. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Trust Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Trust Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 9(g); and (d) complied with the requirements in paragraph 11 concerning the deletion of any Confidential Trust Data.

13. Subject to the requirements of paragraphs 8 and 9 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

14. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular DBMP Claimants, including where such DBMP Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Production.

15. The Debtor shall reimburse DCPF and the Manville Trust for their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

16. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 9(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Trust Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Trust Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, Employer will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 9(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, I will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor, or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____

EXHIBIT E

FILED & JUDGMENT ENTERED
Steven T. Salata

March 24 2021

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



Laura T Beyer

Laura T. Beyer
United States Bankruptcy Judge

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

IN RE:

BESTWALL LLC,¹

Debtor.

Case No. 17-BK-31795 (LTB)

Chapter 11

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 1237) (the “**Motion**”), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**Bestwall**”).² Based upon a review of the Motion, the further submissions of the parties,³ the evidence presented, and the arguments of

¹ The last four digits of debtor’s taxpayer identification number are 5815. The Debtor’s address is 133 Peachtree Street, N.E., Atlanta, Georgia 30303.
² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.
³ The parties submitted the following with respect to the Motion: *Response and Objection of Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility to the Debtor’s Motion for Bankruptcy*

counsel at the hearing before the Court on January 21, 2021, and for the reasons stated in the Court's bench ruling at the hearing on March 4, 2021 (the "**March 4, 2021 Ruling**") (which ruling is incorporated herein by reference), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated in the March 4, 2021 Ruling.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 8 below on

Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response (Dkt. 1321); Objection of the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1327); Objection of the Future Claimants' Representative to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1328); Buck Law Firm's Clients' Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1330); Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1332); Reply in Support of Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1354); Supplemental Objection of the Future Claimants' Representative to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. No. 1510); Supplemental Brief and Objection of the Official Committee of Asbestos Claimants to (I) Debtor's Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires By Pending Mesothelioma Claimants and (II) Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1511); Statement of Interest on Behalf of the United States of America Regarding Estimation of Asbestos Claims (Dkt. 1557); Debtor's Omnibus Supplemental Reply in Support of (I) Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and (II) Debtor's Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires by Pending Mesothelioma Claimants (Dkt. 1565); The Official Committee of Asbestos Claimants Response to United States Statement of Interest (Dkt. 1581); Supplemental Submission by Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility in Further Opposition to the Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1612); The Official Committee of Asbestos Claimants' Post-Hearing Brief Regarding Estimation-Related Motions (Dkt. No. 1614); Debtor's Supplemental Brief on Discovery and Limiting Motions (Dkt. 1615); Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility Letter to the Court (Dkt. No. 1616); Debtor's Reply to Trusts' Letter Regarding Trust Discovery (Dkt. 1622).

the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):⁴

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- c. Celotex Asbestos Settlement Trust
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
- f. Flintkote Asbestos Trust
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
- h. Pittsburgh Corning Corporation Asbestos PI Trust
- i. United States Gypsum Asbestos Personal Injury Settlement Trust
- j. WRG Asbestos PI Trust

The subpoenas seek evidence that is relevant to specific purposes in connection with estimation and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the Debtor’s development of its trust distribution procedures and evaluation of the procedures proposed by the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and the Future Claimants’ Representative (the “**FCR**”) in their proposed chapter 11 plan (collectively, the “**Permitted Purposes**”).

4. On or before March 31, 2021, the Debtor shall provide to the Manville Trust and DCPF a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former Georgia-Pacific LLC (“**Old GP**”) that were resolved by settlement or verdict and

⁴ The Debtor may also subpoena the DCPF Trusts if necessary to effectuate this Order.

for whom Debtor possesses SSNs, as well as the corresponding last names and SSNs of the injured parties if different from the claimant (the “**Bestwall Claimants**”). The list referenced in this paragraph may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in the last name field, and may also close spaces between parts of a name (e.g., “Van” or “De”).

5. On or before April 21, 2021, DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Bestwall Claimant in the Debtor’s claims database and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before April 21, 2021, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any Bestwall Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the Bestwall Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before April 30, 2021, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on the Meet and Confer List should

instead be classified as Matching Claimants. On or before May 26, 2021, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however,* that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after May 26, 2021.

6. DCPF and the Manville Trust (through its claims processing agent, Claims Resolution Management Corporation (“**CRMC**”)) shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. DCPF and CRMC (each, a “**Notifying Facility**”) shall inform such counsel that the Matching Claimants' data described in paragraph 8 below will be produced if they do not notify the Notifying Facility and the Debtor in writing by May 12, 2021 that the Matching Claimant intends to file a motion to quash.

- a. If counsel for any Matching Claimant communicates to the Notifying Facility and the Debtor by May 12, 2021 an intent to file a motion to quash the subpoena, the Notifying Facility shall stay the production of any data relating to such Matching Claimant for an additional two weeks. If a motion to quash is filed by May 24, 2021, the Notifying Facility will stay the production of any data relating to such Matching Claimant until such motion is resolved.
- b. If a motion to quash is not filed by May 24, 2021, the Notifying Facility shall produce to Debtor the data described in paragraph 8 below relating to the Matching Claimant on or before May 28, 2021.

7. If counsel for any Matching Claimants do not on or before May 12, 2021 notify the Notifying Facility and the Debtor that the Matching Claimant intends to file a motion to quash the subpoena, the Notifying Facility shall produce to the Debtor's expert, Bates White, the information in paragraph 8 relating to any such Matching Claimants on or before May 28, 2021.

8. Subject to the procedures set forth in paragraph 6 above, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separated by Trust) the following information pertaining to Matching Claimants⁵ (to the extent the relevant Trust databases contain such information) (the "**Matched Production**"):

- a. Full name of injured party;
- b. Injured party SSN;
- c. Gender of injured party;
- d. Date of birth of injured party;
- e. Date of death of injured party;
- f. State of residency of injured party;
- g. Date of diagnosis of injured party;
- h. Claimed disease and disease body site (if available);
- i. Full name of any claimant who is not the injured party and his or her SSN;
- j. Claimant's law firm (with email and address of contact person), jurisdiction of tort claim filing, and date of tort claim filing;
- k. Date claim filed against Trust;
- l. Date claim approved by Trust, if approved;
- m. Date claim paid by Trust, if paid;

⁵ For the avoidance of doubt, the term "Matching Claimants" referenced here and elsewhere in this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants, but excludes any other claimants on the Meet and Confer List.

- n. If not approved or paid, status of claim;
 - o. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed;
 - p. Mode of review selected; and
 - q. Mode of review under which claim was approved and paid.
9. The Matched Production shall be used as follows:
- a. Bates White shall assign a unique identifier to each claimant record in the Matched Production and may use the date of birth and date of death fields to create age fields for each claimant record, rounded to the nearest year;
 - b. Bates White shall create a separate file (the “**Matching Key**”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by DCPF and the Manville Trust pursuant to paragraph 8 include such information):
 - i. Full name of injured party;
 - ii. Injured party SSN;
 - iii. Date of birth of injured party;
 - iv. Date of death of injured party; and
 - v. Full name of any claimant who is not the injured party and his or her SSN.

For the avoidance of doubt, nothing in this paragraph 9(b) should be construed as modifying or expanding the scope of DCPF's and the Manville Trust's disclosure obligations under paragraph 8.

- c. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields contained within the Matching Key (except the unique identifier and the year of the date of birth and the year of any date of death). The resulting database will be the “**Anonymized Matched Production.**” Bates White shall then provide a copy of the Matching Key and the Anonymized Matched Production to Legal Analysis Systems, Inc. and Ankura Consulting Group, LLC, each in its capacity as a Retained Expert (as defined herein) for the ACC and the FCR, respectively. Within four weeks after the final production of any Matching Claimant's data or the resolution of all pending motions to quash described in paragraph 6, whichever is later, Bates White shall serve a declaration on DCPF, the Manville Trust, and the other Parties (as defined herein) that attests to the creation of the Anonymized Matched Production and the Matching Key pursuant to this Order; and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be deemed “Confidential” pursuant to the Protective Order (as defined herein).
- d. Subject to and without in any way limiting the restrictions described in paragraph 10(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and Georgia-Pacific LLC (“**New GP**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise

entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production upon request to Bates White.

- e. The Retained Experts (as defined in paragraph 10(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor's database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however*, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. Absent further order by this Court, no Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other

record of any kind linking the complete set of unique identifiers in the Anonymized Matched Production to the Matching Key.

- f. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor’s database or other sources of information, such Retained Expert shall delete from any resulting database any datafields or information of the type contained within paragraphs 9(b)(i) to 9(b)(v), without regard to whether such information was derived from data produced by DCPF or the Manville Trust or other sources of information (any such database being an “**Anonymized Database**”).
10. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, any Anonymized Databases, and (while it exists) the Matched Production (together, the “**Confidential Trust Data**”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 337) (the “**Protective Order**”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:
- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in this case (collectively, the “**Authorized Representatives**”); *provided, however*, that the right of access to

the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 10(b) immediately below.

- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 10(a) above, each entity whose Authorized Representatives will receive access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, Legal Analysis Systems, Inc., and Ankura Consulting Group, LLC, each in its capacity as a retained claims expert for the Debtor, the ACC, and the FCR, respectively, (ii) the Parties' other retained experts (consulting or testifying) in this case (if any), and (iii) to the professional staff employed by such experts (each of (i), (ii), and (iii), a "**Retained Expert**"), and (iv) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert's network, accessible only to individuals authorized to access the Matching Key under this paragraph 10(d), and the same data security requirement shall apply to

any other person granted access to the Matching Key under this paragraph 10(d).

Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data, including without limitation the kinds of claimant data listed in paragraphs 9(b)(i) to 9(b)(v) above, shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 10(e) shall also apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.
- f. If, in connection with a motion pursuant to paragraph 10(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

- g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
- h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.
- i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.

11. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

12. Within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, the Parties and any Authorized Representatives (and any of their associated entities), including without limitation any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form

annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) certify in writing to DCPF and the Manville Trust that they have permanently deleted such files and any excerpts thereof.

13. Subject to the requirements of paragraphs 9 and 10 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

14. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Bestwall Claimants, including where such Bestwall Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Matched Production.

15. Debtor shall reimburse DCPF and the Manville Trust their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

16. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*
Case No. 17-BK-31795 (LTB)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 10(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Trust Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Trust Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 12 of the Order, Employer will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a

final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
 Print Name: _____
 Title: _____
 Employer: _____
 Address: _____

 Dated: _____
 Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*
Case No. 17-31795 (LTB)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 10(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 12 of the Order, I will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT F

1 APPEARANCES (via ZoomGov continued):

2 For the Debtor: J. JOEL MERCER, ESQ.
133 Peachtree Street, 39th Floor
3 Atlanta, GA 30303

4 King & Spalding LLP
BY: RICHARD A. SCHNEIDER, ESQ.
1180 Peachtree Street, NE, #1600
5 Atlanta, GA 30309

6 For Official Committee of
7 Asbestos Claimants: Robinson & Cole LLP
BY: NATALIE D. RAMSEY, ESQ.
DAVIS LEE WRIGHT, ESQ.
8 1201 N. Market Street, Suite 1406
Wilmington, DE 19801

9 For Rick Bankston, Member
10 of ACC: Shepard Law, P.C.
BY: MICHAEL SHEPARD, ESQ.
160 Federal Street
11 Boston, MA 02110

12 For Georgia-Pacific LLC: Debevoise & Plimpton LLP
BY: MARK P. GOODMAN, ESQ.
M. NATASHA LABOVITZ, ESQ.
13 919 Third Avenue
14 New York, NY 10022

15 Rayburn Cooper & Durham, P.A.
BY: JOHN R. MILLER, JR., ESQ.
16 227 West Trade St., Suite 1200
Charlotte, NC 28202

17 For Georgia-Pacific Holdings: Reed Smith LLP
18 BY: DEREK J. BAKER, ESQ.
1717 Arch Street, Suite 3100
19 Philadelphia, PA 19103

20 For Asbestos Claimants: Buck Law Firm
BY: ROBERT C. BUCK, ESQ.
21 3930 East Jones Bridge Road, #360
Peachtree Corners, GA 30092

22 For the United States: U. S. Department of Justice
23 BY: SETH B. SHAPIRO, ESQ.
1100 L Street, NW, Room 7114
24 Washington DC 20005

25

1 APPEARANCES (via ZoomGov continued):

2 For Future Claimants' Alexander Ricks, PLLC
3 Representative, Sander L. BY: FELTON PARRISH, ESQ.
4 Esserman: 1420 E. 7th Street, Suite 100
Charlotte, NC 28204

5 Young Conaway
6 BY: EDWIN J. HARRON, JR., ESQ.
7 SHARON ZIEG, ESQ.
1000 North King Street
Wilmington, DE 19801

8 For Manville Personal Injury Friedman Kaplan
9 Settlement Trust and Delaware BY: JASON C. RUBINSTEIN, ESQ.
10 Claims Processing Facility: 7 Times Square
New York, NY 10036-6516

11 ALSO PRESENT (via ZoomGov): SANDER L. ESSERMAN
12 Future Claimants' Representative
2323 Bryan Street, Suite 2200
13 Dallas, TX 75201-2689

14 SHELLEY K. ABEL
15 Bankruptcy Administrator
402 West Trade Street, Suite 200
Charlotte, NC 28202

16
17 JON INT-HOUT
Technology Consultant

18
19
20
21
22
23
24
25

1 counsel. I am convinced, however, based on comparing the
2 debtor's questionnaire to those used in prior asbestos cases
3 that it is consistent with those questionnaires, if not more
4 finely well tuned in light of experience gained from prior
5 cases.

6 In addition, the debtor has taken steps to minimize
7 the burden of completing the questionnaire by allowing
8 claimants' firms to attach documents in lieu of providing
9 explanation on the questionnaire, by creating a fillable PDF in
10 which claimants can type their answers, and, hopefully, by the
11 use of an electronic portal to which the claimants can submit
12 the questionnaires.

13 Finally, with respect to delay, the questionnaire
14 requires that it be returned within four months of service,
15 which is consistent with every questionnaire attached to the
16 debtor's motion and the Court's timeline for getting to an
17 estimation proceeding.

18 The Court grants the personal injury questionnaire
19 motion, subject to the concessions that were agreed to by the
20 debtor at the conclusion of the hearings in January. The
21 debtor has agreed to limit the questionnaire to the pre-1978
22 joint compound products and also agreed to having a product
23 list go out with the questionnaires.

24 With respect to the motion for Rule 2004 examination
25 of bankruptcy trusts, I conclude I should grant the debtor's

1 motion for Rule 2004 exam of bankruptcy trusts pursuant to Rule
2 2004 and that the debtors have met their burden of showing that
3 the information sought is both relevant and necessary to the
4 case. The information is relevant to the determination of
5 whether pre-petition settlements of mesothelioma claims provide
6 a reliable basis for estimating the debtor's asbestos liability
7 which has been put at issue by the ACC and the FCR. It's
8 relevant to Dr. Bates' estimation of the debtor's liability and
9 it will assist the debtor in developing its trust distribution
10 procedures and evaluating those procedures proposed by the ACC
11 and the FCR in their plan. And I'm sufficiently convinced
12 based on the evidence introduced by the debtor regarding the
13 eight cases in which it alleges there was a failure to disclose
14 material exposure evidence that there's a good faith basis for
15 the trust discovery it seeks.

16 But I share Mr. Rubinstein's concerns about the
17 confidential, proprietary, and inherently sensitive nature of
18 the data that would be collected by the debtor. So I will
19 grant the motion subject to the following conditions:

20 Particularly in light of the lessons the Court learned
21 in Garlock, it would be appropriate to order the production of
22 information from the trusts be anonymized by Bates White after
23 it is produced, as Judge Whitley ordered in the confirmation
24 phase of the Garlock case.

25 With respect to the matching protocol, the Court will

1 require the debtor to provide the trusts with a full Social
2 Security number, plus another identifier. I understood
3 Mr. Cassada to suggest last name and Mr. Rubinstein seemed to
4 be in agreement with that. So I will require Social, full
5 Social Security number and last name to be used for the
6 matching protocol.

7 The debtor will be limited to using the data for
8 purposes of estimation and confirmation in this case.

9 And finally, I agree with Mr. Rubinstein that access
10 should be limited to people who have a clear need to know.

11 Again, I grant the motion subject to the concession
12 agreed to by the debtor, that if they get matches from the
13 trusts for *pro se* claimants, that those matches will be
14 excluded from the discovery or not viewed as having Bestwall
15 claims as well as subject to the agreement reached between
16 Mr. Cassada and Mr. Rubinstein regarding the merged database
17 and its confidential treatment as well as the date certain for
18 the deletion of trust data.

19 Now I'll turn to the shaping motions and I'll make
20 just a few general comments about those motions before I rule
21 on each specific motion.

22 With respect to estimation, I remain focused on the
23 need to avoid undue delay utilizing estimation as an
24 opportunity to advance the resolution of this case and due
25 process. In the context of reminding me about the factors on

EXHIBIT G

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE: : Case No. 20-30080-JCW

DBMP LLC, : Chapter 11

Debtor, : Charlotte, North Carolina

: Thursday, December 16, 2021

: 9:30 a.m.

: :

OFFICIAL COMMITTEE OF : AP 21-03023 (JCW)

ASBESTOS PERSONAL INJURY :

CLAIMANTS and SANDER L. :

ESSERMAN, etc., :

Plaintiffs, :

v. :

DBMP LLC and CERTAINTEED LLC, :

Defendants. :

: :

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE J. CRAIG WHITLEY,
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For Debtor/Defendant, : Robinson, Bradshaw & Hinson, P.A.

DBMP: : BY: GARLAND CASSADA, ESQ.

: RICHARD C. WORF, ESQ.

: 101 N. Tryon Street, Suite 1900

: Charlotte, NC 28246

Proceedings recorded by electronic sound recording; transcript
produced by transcription service.

JANICE RUSSELL TRANSCRIPTS
1418 Red Fox Circle
Severance, CO 80550
(757) 422-9089
trussell31@tdsmaail.com

1 APPEARANCES (continued):

2 For Debtor/Defendant,
3 DBMP:

Jones Day
BY: GREGORY M. GORDON, ESQ.
2727 North Harwood Street
Dallas, TX 75201-1515

4

Jones Day
BY: JEFFREY B. ELLMAN, ESQ.
1221 Peachtree St., N.E., #400
Atlanta, Georgia 30309

7 For Plaintiff, ACC:

Caplin & Drysdale
BY: KEVIN MACLAY, ESQ.
TODD PHILLIPS, ESQ.
JEFFREY A. LIESEMER, ESQ.
NATHANIEL R. MILLER, ESQ.
One Thomas Circle, NW, Suite 1100
Washington, DC 20005

10

11

Robinson & Cole LLP
BY: NATALIE D. RAMSEY, ESQ.
DAVIS LEE WRIGHT, ESQ.
RYAN M. MESSINA, ESQ.
1201 N. Market Street, Suite 1406
Wilmington, DE 19801

12

13

14

Robinson & Cole LLP
BY: KATHERINE M. FIX, ESQ.
1650 Market Street, Suite 3600
Philadelphia, PA 19103

15

16

17

Hamilton Stephens
BY: ROBERT A. COX, JR., ESQ.
GLENN C. THOMPSON, ESQ.
525 North Tryon St., Suite 1400
Charlotte, NC 28202

18

19

20

Winston & Strawn LLP
BY: CARRIE V. HARDMAN, ESQ.
200 Park Avenue
New York, NY 10166-4193

21

22

23 For Manville Personal Injury
24 Settlement Trust and the
Delaware Claim Processing
25 Facility:

Womble Bond
BY: B. CHAD EWING, ESQ.
301 South College St., Suite 3500
Charlotte, NC 28202-6037

1 APPEARANCES (continued):

2

For Plaintiff, Future
3 Claimants' Representative,
Sander L. Esserman:

Young Conaway
BY: SHARON ZIEG, ESQ.
EDWIN HARRON, ESQ.
SEAN T. GREECHER, ESQ.
1000 North King Street
Wilmington, DE 19801

6

Alexander Ricks PLLC
BY: FELTON E. PARRISH, ESQ.
JACK SPENCER, ESQ.
1420 E. 7th Street, Suite 100
Charlotte, NC 28204

9

For Defendant, CertainTeed
10 Corporation:

Rayburn Cooper & Durham, P.A.
BY: JOHN R. MILLER, JR., ESQ.
227 West Trade Street, Suite 1200
Charlotte, NC 28202

11

12

Goodwin Procter LLP
BY: HOWARD S. STEEL, ESQ.
ARTEM SKOROSTENSKY, ESQ.
620 Eighth Avenue
New York, NY 10018

14

15

ALSO PRESENT:

SHELLEY K. ABEL
Bankruptcy Administrator
402 West Trade Street, Suite 200
Charlotte, NC 28202

16

17

APPEARANCES (via telephone):

18

For CertainTeed Corporation
19 and Saint-Gobain Corporation:

Goodwin Procter LLP
BY: RICHARD M. WYNER, ESQ.
1900 N Street, NW
Washington, DC 20036

20

21

For Manville Personal Injury
22 Settlement Trust and the
Delaware Claim Processing
Facility:

Friedman Kaplan
BY: JASON C. RUBINSTEIN, ESQ.
7 Times Square
New York, NY 10036-6516

23

24

Friedman Kaplan
BY: TIMOTHY M. HAGGERTY, ESQ.
1 Gateway Center
Newark, NJ 07102-5311

25

1 ALSO PRESENT (via telephone): SANDER L. ESSERMAN
2 Future Claimants' Representative
3 2323 Bryan Street, Suite 2200
4 Dallas, TX 75201-2689
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 So he may feel differently than me, but I --

2 THE COURT: Do you want to ask him?

3 MR. EWING: Well, I, I think I have, but, but I think
4 our position would be, you know, we are again concerned about
5 getting ruling in this case, get the ruling in Bestwall. We
6 share the same concern, also especially to the extent it can
7 affect if we're forced to produce documents, you know.

8 THE COURT: Uh-huh (indicating an affirmative
9 response).

10 MR. EWING: I mean, that's just another factor in
11 there. Because that, you know, we could be told to produce one
12 set of documents in this case, a slightly different thing in
13 Bestwall, and then they could change again and again.

14 THE COURT: Uh-huh (indicating an affirmative
15 response).

16 MR. EWING: And so we do think it would be more
17 efficient maybe in the long run if the Court held its ruling or
18 even if the Court didn't hold its ruling, that the Court at
19 least held our compliance deadline until all this could be
20 sorted out. Then we could only produce, we'd only have to
21 produce one set of documents and essentially the same thing.

22 Thank you.

23 THE COURT: And, and potentially, that would be until
24 the Third Circuit ruled. I was thinking more of the next time
25 around in front of Judge Connolly, but --

1 MR. EWING: Well, you know, your Honor, the DCPF and
2 the Manville Trust are not parties to the Delaware litigation.
3 I don't really know where that's at, but --

4 THE COURT: Uh-huh (indicating an affirmative
5 response).

6 MR. EWING: -- I, I assume the debtor, I assume the
7 debtor does and I guess that may be right.

8 THE COURT: Okay. Well, all right.

9 I guess what I want to say at this point is I, I
10 alluded to this early on about, in great measure, this is, this
11 is procedural and Judge Beyer and I try to do our best to stay
12 consistent on procedure, so. We don't always manage it, but
13 we're likely to see things in the same way, having been raised
14 in the same court and, and having similar cases here.

15 The bottom line is I'm inclined to -- I agree with
16 Bestwall on this, as modified. I think we've got to bear in
17 mind what Judge Connolly has done. So I'm inclined to grant
18 this motion without the PII, effectively allowing the proposed
19 keying with the, the relevant so that it can be matched up when
20 it comes back to the debtor, but anonymized when it's produced.
21 I think it's relevant. Other courts have found that.
22 Basically, I'm adopting Judge Beyer's original ruling, but
23 modified for the requirements that the district court has.

24 And so I think we've got information that is necessary
25 and relevant to an estimation here. I can go through all the

1 other arguments that have been made, but effectively, on the
2 things other than the technical issues I'm foursquare with
3 Judge Beyer on this. Whether the debtor relied on it or not, I
4 think it's something we sort out once we get to an estimation
5 hearing. I don't think that's a basis to foreclose it. The
6 debtor's -- the argument that the debtor should already know
7 about the trusts reason, we don't need this and don't need to
8 burden the trusts, well, it doesn't sound like it to me.

9 But I agree that with Judge Connolly's input we need
10 to have the pre-disclosure anonymization. We'll use the
11 debtor's arrangement where the debtor proposed to provide the
12 list and the like and then it comes back under the pseudonyms.
13 That, and the fact that there's no personal injury, personal
14 identifying information now satisfies the privacy concerns, at
15 least from my perspective. We'll see what Delaware thinks
16 about it.

17 But the bottom line is the debtor needs to be able to
18 match or otherwise, this is unusable to it for its purposes and
19 it sounds like the experts all agree on that. Whether they
20 agree that you should get it or not is something else.

21 I would say that, also, the fact that Judge Hodges
22 relied on this heavily in his estimation decision, I think,
23 accentuates both the relevance and the need for the
24 information.

25 Now don't jump to any conclusions there. I think

1 Judge Beyer may have said this to you before, but from my
2 vantage point, I have no present idea whether I will adopt
3 Judge Hodges' methodology or not. I, I have never really tried
4 to get down in the weeds except to the extent y'all've talked
5 about it in court and to go wade through all 60 or 90 pages of
6 his estimation opinion. I have a great deal of regard for his
7 opinions, but as has been pointed out before, Judge Fitzgerald
8 wasn't much on that theory at all and I, I think a lot of her
9 as well. So don't, don't get too excited.

10 But the bottom line, and including the proposed
11 stringent confidentiality use restrictions, I think that with
12 that I, I would be inclined to grant the motion now and we'll
13 just see where we, we go.

14 So that one, I'm going to call upon the, the debtor to
15 propose an order consistent with the remarks.

16 All right. Time for another question. I want to talk
17 now about the personal injury questionnaire, No. 3 on the
18 matter.

19 It is a curiosity to me that I've got Aldrich under
20 submission right now with the debtor wanting to use,
21 effectively, a bar date and a, and a follow-on questionnaire
22 and in here, we're, we're talking about a PIQ. Just from
23 personal efficiency, I sort of hate to have two different
24 methodologies in two very similar cases and my question is --
25 the debtor didn't ask for the bar date -- but do the parties

EXHIBIT H

MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.

ELKAN ABRAMOWITZ
RICHARD F. ALBERT
ROBERT J. ANELLO***
LAWRENCE S. BADER
BARRY A. BOHRER
BENJAMIN S. FISCHER
CATHERINE M. FOTI
PAUL R. GRAND
LAWRENCE IASON
STEPHEN M. JURIS
JUDITH L. MOGUL
JODI MISHNER PEIKIN
LISA A. PRAGER***
ROBERT M. RADICK***
JONATHAN S. SACK**
EDWARD M. SPIRO
JAMES R. STOVALL
JEREMY H. TEMKIN
BARBARA L. TRENCHER
RICHARD D. WEINBERG

565 FIFTH AVENUE
NEW YORK, NEW YORK 10017
(212) 856-9600
FAX: (212) 856-9494

www.maglaw.com

WRITER'S CONTACT INFORMATION
(212) 880-9475
sjuris@maglaw.com

COUNSEL
BARBARA MOSES*
SENIOR ATTORNEY
THOMAS M. KEANE

ROBERT G. MORVILLO
1938-2011
MICHAEL C. SILBERBERG
1940-2002
JOHN J. TIGUE, JR.
1939-2009

*ALSO ADMITTED IN CALIFORNIA AND
WASHINGTON, D.C.
**ALSO ADMITTED IN CONNECTICUT
***ALSO ADMITTED IN WASHINGTON, D.C.

September 5, 2012

By Federal Express

Garland S. Cassada, Esq.
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

Re: *In re: Garlock Sealing Technologies LLC*, 10-BK-31607

Dear Garland:

Enclosed, on behalf of the Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal-Mogul Asbestos Personal Injury Trust, the Owens Corning/Fibreboard Asbestos Personal Injury Trust, and the United States Gypsum Asbestos Personal Injury Settlement Trust (collectively, the "Producing Trusts") are six separate CD-ROMs containing trust information called for by Judge Hodges's Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, dated August 7, 2012 (the "Order").

The data fields and information being produced by the Producing Trusts have been limited to the specific categories of information required to be produced under the terms of the Order for those individuals whose names and social security numbers, as maintained by the Producing Trusts, exactly matched the names and social security numbers supplied by Debtors in connection with their subpoena and the Order. The Producing Trusts hereby designate this trust information as "Confidential" pursuant to the Order.

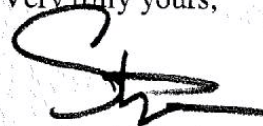
MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.

Garland S. Cassada, Esq.
September 5, 2012
Page 2

Consistent with Paragraph 6 of the Order, we will provide you with information regarding the costs associated with this production by separate correspondence.

Please do not hesitate to contact me at (212) 880-9475 if you have any questions regarding the enclosed materials or any other matter.

Very truly yours,



Stephen M. Juris

Enc.

cc: Trevor W. Swett III, Esq. (w/enclosures)
Edwin J. Harron, Esq. (w/o enclosures)

EXHIBIT I

FILED & JUDGMENT ENTERED
Steven T. Salata

Jul 24 2015

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES LLC,
et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER GRANTING IN PART AND DENYING IN PART DEBTORS' MOTION FOR
LEAVE TO SERVE SUBPOENA ON MANVILLE TRUST**

This matter came before the Court pursuant to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4599) (the "Motion"), filed to obtain discovery relevant to the hearing on confirmation of Debtors' Second Amended Plan of Reorganization (the "Confirmation Hearing"). Upon consideration of the Motion, the Objection of Non-Party Manville Personal Injury Settlement Trust to the Debtors' Motion for Leave to Serve Subpoena

¹The Debtors in these jointly administered cases are Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and The Anchor Packing Company.

(Docket No. 4638), the Response and Limited Objection of the Official Committee of Asbestos Personal Injury Claimants to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4644), Debtors' Reply in Support of Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4646), the Sur-Reply of Non-Party Manville Personal Injury Settlement Trust to Debtors' Motion for Leave to Serve Subpoena (Docket No. 4660), and the arguments of counsel at the hearing on June 17, 2015, and for the reasons stated on the record at the hearing on June 30, 2015, the Court grants the Motion in part and denies the Motion in part and hereby orders as follows:

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, and it is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given.

2. Debtors are authorized to issue and serve a subpoena on the Manville Personal Injury Settlement Trust (the "Manville Trust") forthwith, consistent with the terms and conditions of this Order. Debtors shall reimburse the Manville Trust's reasonable expenses in complying with the subpoena.

3. On or before July 15, 2015, Debtors shall provide to the Manville Trust a list (in electronic, text searchable format) of first and last names, in separate fields, for claimants listed as having pending non-mesothelioma or unknown disease claims in the latest version of Debtors' claims database. The list may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name ("executor," "deceased," "dec," etc.) but that may be contained in the first and last name fields, and may also

close spaces between parts of a name (i.e., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

4. On or before July 31, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 3 above with the filings in the Manville Trust database whose injured party datafield or related claimant datafield matches a first and last name in the list provided by Debtors (“Initial Matching Claimants”). In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Initial Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Initial Matching Claimants’ data will be produced if they do not notify the Manville Trust and Debtors in writing, within 14 days (*i.e.*, by August 14, 2015), that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or that the Initial Matching Claimant intends to file a motion to quash.

- a. If an Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, counsel for such Initial Matching Claimant shall notify both the Manville Trust and Debtors’ counsel, in writing, on or before August 14, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Initial Matching Claimant.
- b. If counsel for any Initial Matching Claimant communicates to the Manville Trust by August 14, 2015 an intent to file a motion to quash the subpoena, the Manville

Trust shall stay the production of any records relating to such Initial Matching Claimant for an additional two weeks (*i.e.*, until August 28, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Initial Matching Claimant until such motion is resolved.

If a motion is not filed within that time, the Manville Trust shall produce to Debtors the records described in paragraph 4(c) below relating to the Initial Matching Claimant on or before September 4, 2015.

- c. If counsel for any Initial Matching Claimants do not on or before August 14, 2015 (i) notify the Manville Trust and Debtors that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or (ii) communicate to the Manville Trust an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the information in paragraph 5 relating to any such Initial Matching Claimants on or before August 28, 2015, as well as a copy of the computer code the Manville Trust used to identify the Initial Matching Claimants.
 - d. The records produced by the Manville Trust relating to the Initial Matching Claimants are referred to herein as the “Initial Production.”
5. The Manville Trust shall produce to Debtors (in electronic database format) the following information pertaining to Initial Matching Claimants (to the extent the Manville Trust database contains such information):
- a. Manville POC number;
 - b. Injured party name;
 - c. Related party name;

- d. Social Security number;
- e. Date of birth;
- f. Gender;
- g. Claimant address and contact information;
- h. Date of death (if applicable);
- i. Whether death was asbestos-related (if applicable);
- j. Personal representative (if any);
- k. Law firm representing claimant;
- l. Whether Manville Trust claim has been approved or paid;
- m. Date Manville Trust claim was filed;
- n. Disease level, both as filed and as approved, and related database fields including diagnosis date, diagnosing doctor, diagnosing facility, claimant B-reader, medical audit, disease category, PFT, and ILO score(s) and related diagnosis assessment fields;
- o. Claim type (i.e., first injury claim or second injury claim);
- p. Amount paid by Manville Trust to claimant (if applicable);
- q. Database fields containing exposure information, including occupation, industry, dates of exposure, and related database fields in the “exposure” table;
- r. Database fields containing information about tort suit, including jurisdiction and other such database fields;
- s. Smoking history;
- t. Nature of co-worker’s exposure (if applicable); and

- u. Copies of medical records, exposure affidavits, death certificates, and other non-privileged documents maintained by the Manville Trust and typically provided to co-defendants pursuant to subpoena, linked to Manville POC number.
6. Debtors' claims expert (Bates White) shall use the following data fields from the Initial Production (as well as any other data fields that can reliably be used for this purpose) in conjunction with its standard matching algorithms to identify claimants in the Initial Production who do not in fact have pending claims against Debtors according to their database ("Non-Matching Claimants"):
- a. Injured party name;
 - b. Related claimant name;
 - c. Claimant address and contact information;
 - d. Personal representative (if any);
 - e. Social Security number;
 - f. Date of birth;
 - g. Date of death (if applicable);
 - h. Disease level (both as filed and as approved);
 - i. Lawsuit filing date;
 - j. Law firm representing claimant; and
 - k. Jurisdiction.
7. After identifying Non-Matching Claimants, Bates White shall perform the following tasks:
- a. Bates White shall permanently delete the records of Non-Matching Claimants from the Initial Production (thus creating the "Matched Production").

- b. Bates White shall assign a unique identifier to each claimant record in the Matched Production.
- c. Bates White shall create a separate file (the “Matching Key”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by the Manville Trust include such information):
 - i. Manville POC number, injured party name, related claimant name, SSN, date of birth (except month and year for each claimant), claimant address and contact information;
 - ii. Personal representative name, SSN, address and contact information;
 - iii. Occupationally exposed person name, SSN, address and contact information;
 - iv. Other exposed person name, SSN, address and contact information;
 - v. Exposure affiant name;
 - vi. Dependent name;
 - vii. Dependent date of birth (except year for each dependent); and
 - viii. Lawsuit case numbers (except jurisdiction).

The Matching Key shall also contain the documents listed in paragraph 5(u) of this Order, linked to the unique identifier and other fields.

- d. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields and documents contained within the Matching Key. The resulting database will be the “Anonymized Matched Production.”
- e. Bates White shall store the Matching Key in a separate, password-protected folder on its network, accessible only to Bates White professionals engaged in work

relating to the Confirmation Hearing (or, in the case of the documents in paragraph 5(u), a litigation support company engaged to extract data from such documents and that signs a joinder to the Stipulated Protective Order). The Matching Key shall be used only for the following purposes: (i) matching and combining the Anonymized Matched Production, on a claimant-by-claimant basis, with data from Debtors' database or other sources, (ii) verifying the accuracy of any matching of data performed by any expert for the Committee, (iii) defending challenges to the accuracy of Bates White's matching of such data to other data sources, and (iv) in the case of the documents listed in paragraph 5(u) of this Order, to perform expert analysis relating to the Confirmation Hearing (by extracting data from those documents and adding such extracted data to the Anonymized Matched Production, so long as the extracted data does not include claimant identifying information including claimant identifying information of the type contained within paragraphs 7(c)(i) to 7(c)(viii) (which, for purposes of this Order, may also include, without limitation, information such as Medicare HIC numbers, Medicaid identification numbers, and patient record locator numbers)). Absent further order by this Court, Debtors and Bates White shall not use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the unique identifiers in the Anonymized Matched Production to the Matching Key. To the extent the Matching Key is used to match the Anonymized Matched Production, on a claimant-by-claimant basis, to Debtors' database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete

from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

8. On or before September 18, 2015, Bates White shall serve a declaration on the Manville Trust and the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) that describes the process used to match claimants and identify Non-Matching Claimants, attests to the permanent deletion of the records of Non-Matching Claimants; identifies the Non-Matching Claimants whose records were deleted; attests to the creation of the Anonymized Matched Production and the Matching Key (and the deletion of the records contained in the Matching Key from the Matched Production); and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. Bates White shall contemporaneously serve the Manville Trust and the Committee with copies of the computer code for the matching algorithms used (“Matching Code”), Matching Key and Anonymized Matched Production, on a password-protected hard drive. The Committee and any of its experts shall likewise store the Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing. To the extent the Matching Key is used by the Committee or its agents to match the Anonymized Matched Production, on a claimant-by-claimant basis, to any other database or other sources of information, the Committee and its agents shall delete from any resulting database any datafields, information or documents of the type contained within

paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Committee, or any other public or nonpublic source (any such database being an “Anonymized Database”).

9. On or before October 13, 2015, Debtors shall provide to the Manville Trust (in electronic, text searchable format) a list of first names, last names, and SSNs, in separate fields, for claimants and associated related claimants who filed proofs of claim in this bankruptcy case alleging non-mesothelioma or unknown disease claims and who were not in the Matched Production.

10. On or before October 27, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 9 above with the following records in the Manville Trust database (together, “Supplemental Matching Claimants”): (a) Manville Trust records where the injured party or related claimant SSN matches the injured party or related claimant SSN provided by Debtors, (b) Manville Trust records where the injured party or related claimant first name, last name, and last four digits of SSN match the injured party or related claimant first name, last name, and last four digits of SSN provided by Debtors; or (c) in the case of claimants who did not provide an SSN in their proof of claim form or ballot, Manville Trust records where the injured party or related claimant first and last name matches the claimant or related claimant first and last name in the list provided by Debtors. In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Supplemental Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Supplemental Matching Claimants’ data will be produced if they do

not notify the Manville Trust and Debtors in writing, within 7 days (*i.e.*, by November 3, 2015) that the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, or that the Supplemental Matching Claimant intends to file a motion to quash.

- a. If the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, counsel for such Supplemental Matching Claimant shall notify both the Manville Trust and Debtors' counsel, in writing, on or before November 3, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Supplemental Matching Claimant.
- b. If counsel for any Supplemental Matching Claimant communicates to the Manville Trust and Debtors before November 3, 2015 an intent to file a motion to quash the subpoena, the Manville Trust shall stay the production of any records relating to such Supplemental Matching Claimant for one week (*i.e.*, until November 10, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Supplemental Matching Claimant until such motion is resolved. If a motion is not filed on or before November 10, 2015, the Manville Trust shall produce to Debtors the records described in Paragraph 10(b) below relating to the Supplemental Matching Claimant on or before November 11, 2015.
- c. If counsel for any Supplemental Matching Claimants do not communicate to the Manville Trust and Debtors before November 3, 2015 (i) that the Supplemental Matching Claimant has not filed a proof of claim, or (ii) an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the

information in paragraph 5 relating to any such Supplemental Matching Claimants on or before November 4, 2015, as well as a copy of the computer code the Manville Trust used to identify Supplemental Matching Claimants.

- d. The records produced by the Manville Trust relating to the Supplemental Matching Claimants are referred to herein as the “Final Production.”
- e. Promptly upon the production of the Final Production, Bates White shall follow the procedures in paragraphs 6 and 7 to identify Non-Matching Claimants in the Final Production; delete the records of Non-Matching Claimants in the Final Production; separate the Final Production into a Second Anonymized Matched Production and Second Matching Key; and then add the Second Anonymized Matched Production and Second Matching Key to the Anonymized Matched Production and Matching Key to create the “Final Anonymized Matched Production” and “Final Matching Key.”

11. For the avoidance of doubt, the requirements set forth in paragraph 7 above relating to the use and deletion of datafields, information and/or documents contained within the Matching Key apply with full force and effect to the datafields, information and/or documents contained in the Second Matching Key and Final Matching Key. Accordingly, to the extent the Second Matching Key and/or Final Matching Key are used to match the Second Anonymized Matched Production, the Final Anonymized Matched Production, and/or any other records produced by the Manville Trust on a claimant-by-claimant basis, to Debtors’ database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was

derived from data produced by the Manville Trust, data and information already maintained by Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

12. On or before November 16, 2015, Bates White shall serve on the Manville Trust and Committee a second confidential declaration in the form of the one described in paragraph 8 above, and shall contemporaneously serve Manville Trust and the Committee with copies of the Final Anonymized Matched Production and Final Matching Key. Bates White shall be bound by the same restrictions contained in paragraph 7(e) above with respect to the Final Matching Key. The Committee and any of its experts shall likewise store the Final Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing, and shall be subject to the same restrictions contained in paragraph 8 above with respect to the Final Matching Key.

13. The Final Matching Key and Final Anonymized Matched Production as well as (while they exist) the Initial Production, Second Production, and intermediate steps before creation of the Final Matching Key and Final Anonymized Matched Production (including the Matched Production, the Matching Key, the Anonymized Matched Production, the Second Matching Key, and the Second Anonymized Matched Production), the declarations required by paragraphs 8 and 12, and any Anonymized Databases (together, “Manville Confidential Information”) and the Matching Code shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. In addition to and without diminution of the protections in that Order, the provisions in this Order will apply, including the following:

- a. Records relating to Non-Matching Claimants shall not be used for any purpose.

- b. For the purposes of Section 5 of the Stipulated Protective Order, the Court hereby rules that Manville Confidential Information is appropriately treated as Confidential.
- c. No claimant-specific data from or derived from the Manville Confidential Information, including without limitation the kinds of claimant information listed in paragraphs 7(c)(i) through 7(c)(viii) above, shall be (i) offered as evidence in the Confirmation Hearing, (ii) placed on the public record, or (iii) filed with the Bankruptcy Court, the District Court, or any reviewing court, absent further order by this Court made after notice of hearing of a motion authorizing such use (with notice to claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust), brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- d. Without diminishing or limiting the restrictions set forth in paragraph 13(c) above, such Manville Confidential Information that is not subject to the terms of paragraph 13(c) may be offered as evidence in the Confirmation Hearing or otherwise placed on the public record, but only upon further order of the Court made after notice of hearing of a motion authorizing such use, brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- e. If, in connection with a motion pursuant to Paragraph 13(c) or (d), or any response to such motion, a party proposes to place such Manville Confidential Information under seal, that party shall have the burden of making the showing required for sealing under applicable law.

- f. In addition to, and without diminution of any other use restrictions in this Order, the Manville Confidential Information shall be used only in connection with the Confirmation Hearing.
 - g. Notwithstanding the foregoing, in the course of the Confirmation Hearing and solely for the purposes thereof, a party may use in the Bankruptcy Court, or any reviewing court, summaries or analyses derived from Manville Confidential Information if such material is redacted so as not to reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
 - h. Likewise, nothing herein shall prohibit an expert witness with access pursuant to the Stipulated Protective Order from using or referring to Manville Confidential Information in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning Manville Confidential Information, so long as such testimony, summary, or report does not reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
14. Pursuant to section 105(a) of the Bankruptcy Code, none of the Manville Confidential Information shall be subject to subpoena or otherwise discoverable by any person or entity other than the Debtors, the Committee, the Future Asbestos Claimants' Representative ("FCR"), or Coltec Industries Inc. ("Coltec"). If the FCR or Coltec request copies of the Manville Confidential Information, they shall be bound by all the provisions of this order that apply to the Debtors, Bates White, and the Committee.

15. Within one month after the later of the entry of a final confirmation order or the exhaustion of any appeals therefrom, the parties and any retained professionals, experts or agents possessing the Final Anonymized Matched Production and Final Matching Key (or any other Manville Confidential Information) shall (i) permanently delete those files, and any excerpts thereof, without in any way retaining, preserving, or copying the Final Anonymized Matched Production, Final Matching Key, or Manville Confidential Information, and (ii) certify in writing to the Manville Trust that they have permanently deleted such files and any excerpts thereof.

16. Subject to the requirements of paragraphs 7, 8, 11, 12, and 13 of the Order, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Confirmation Hearing in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Manville Confidential Information.

17. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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

United States Bankruptcy Court

EXHIBIT K

1 APPEARANCES (continued):

2 For the Debtors, Aldrich,
3 Pump LLC and Murray
4 Boiler LLC:

Rayburn Cooper & Durham, P.A.
BY: JOHN R. MILLER, JR., ESQ.
C. RICHARD RAYBURN, JR., ESQ.
227 West Trade St., Suite 1200
Charlotte, NC 28202

5

Evert Weathersby
BY: C. MICHAEL EVERT, JR., ESQ.
3455 Peachtree Road NE, Ste. 1550
Atlanta, GA 30326

6

7

8 For Bestwall LLC
and DBMP LLC:

Robinson, Bradshaw & Hinson, P.A.
BY: RICHARD C. WORF, ESQ.
GARLAND CASSADA, ESQ.
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246

9

10

Jones Day
BY: GREGORY M. GORDON, ESQ.
2727 North Harwood St., Suite 500
Dallas, TX 75201-1515

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

For DBMP LLC:

Arent Fox Schiff LLP
BY: ELIZABETH R. GEISE, ESQ.
901 K Street NW, Suite 700
Washington, DC 20001

For the ACC:

Robinson & Cole LLP
BY: NATALIE D. RAMSEY, ESQ.
DAVIS LEE WRIGHT, ESQ.
RYAN MESSINA, ESQ.
1201 N. Market Street, Suite 1406
Wilmington, DE 19801

Robinson & Cole LLP
BY: KATHERINE M. FIX, ESQ.
1650 Market Street, Suite 3600
Philadelphia, PA 19103

Hamilton Stephens
BY: ROBERT A. COX, JR., ESQ.
525 North Tryon St., Suite 1400
Charlotte, NC 28202

1 APPEARANCES (continued):

2 For FCR, Joseph Grier
(Aldrich and Murray):

Orrick Herrington
BY: JONATHAN P. GUY, ESQ.
1152 15th Street, NW
Washington, D.C. 20005-1706

4 For FCR, Sander L. Esserman
5 (DBMP LLC):

Young Conaway
BY: ERIN D. EDWARDS, ESQ.
1000 North King Street
Wilmington, DE 19801

7

Alexander Ricks PLLC
BY: FELTON PARRISH, ESQ.
1420 E. 7th Street, Suite
Charlotte, NC 28204

8

9

10 For Trane Technologies
Company LLC and Trane
U.S. Inc.:

McCarter & English, LLP
BY: GREGORY J. MASCITTI, ESQ.
825 Eighth Avenue, 31st Floor
New York, NY 10019

11

12

Burt & Cordes, PLLC
BY: STACY C. CORDES, ESQ.
122 Cherokee Road, Suite 1
Charlotte, NC 28207

13

14

15 For Paddock Enterprises, LLC:

Blanco Tackabery
BY: ASHLEY S. RUSHER, ESQ.
404 N. Marshall Street
Winston-Salem, NC 27101

16

17

Latham & Watkins LLP
BY: AMY C. QUARTAROLO, ESQ.
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560

18

19

20 ALSO PRESENT:

ROBERT H. SANDS
SARA BROWN
EVAN TURTZ

21

22

23 APPEARANCES (via telephone):

24

25 For FCR, Sander L. Esserman
(DBMP LLC and Bestwall LLC):

Young Conaway
BY: SHARON ZIEG, ESQ.
1000 North King Street
Wilmington, DE 19801

1 APPEARANCES (via telephone):

2 For FCR, Joseph Grier
(Aldrich and Murray):

Orrick Herrington
BY: DEBRA FELDER, ESQ.
1152 15th Street, NW
Washington, D.C. 20005-1706

4

5

Anderson Kill P.C.
BY: ROBERT M. HORKOVICH, ESQ.
1251 Avenue of the Americas
New York, NY 10020

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 the debtors' motion for an order authorizing them to issue
2 subpoenas on the asbestos trusts and Paddock, and hear that,
3 then take a break and then consider the consolidated case
4 matters, right?

5 (No response)

6 THE COURT: Okay, very good. Well, I'm ready to go to
7 that point if you are. Whenever --

8 MR. ERENS: We are, your Honor. If it's all right,
9 I'd like to take the podium.

10 THE COURT: Please.

11 MR. ERENS: Thank you.

12 Again, Brad Erens on behalf of the debtors.

13 Your Honor, this is the debtors' motion for trust
14 discovery. I'm not going to spend any time going through
15 specifically what we're seeking in the motion because your
16 Honor has seen the motion before and that's part of the point
17 here --

18 THE COURT: Uh-huh (indicating an affirmative
19 response).

20 MR. ERENS: -- your Honor. This is not the first time
21 this motion has come before your Honor. It's not the first
22 time this type of motion's come before this Court in this
23 jurisdiction.

24 Your Honor, the order that the debtors are tendering
25 to the Court and seeking approval on is essentially the same

1 order that your Honor entered in the DBMP case just three
2 months ago in February. It's subject to the same
3 anonymization, notice, confidentiality provisions. It's
4 subject to the same access and use restrictions. It's
5 essentially the identical order that your Honor has already
6 entered. And again, it seeks no personally identifiable
7 information from the producing parties, the trusts or Paddock.
8 It does seek information from two additional sources -- and
9 we'll get into that in a second -- Paddock and an additional
10 trust facility, the Verus facility.

11 With respect to Paddock, last week Judge Beyer in the
12 Bestwall case approved essentially, again, the exact same
13 subpoena that the debtors are seeking approval for here with
14 respect to the same type of information. Again, Paddock -- and
15 I think you've heard this in this case before -- in the tort
16 system acted very much like a trust. It was, it was rarely
17 sued in the tort system. It acted much more like a trust.
18 Judge Beyer did restrict the number of claimants that Bestwall
19 can seek from Paddock. Originally, they asked for, I believe,
20 somewhere between 20 and 30,000. Judge Beyer reduced that to
21 approximately 8700. We did our math, your Honor, with respect
22 to the number of claimants that we would be seeking from
23 Paddock and we came up with approximately 8800.

24 Now the motion references 12,000 claimants, but
25 Paddock, as you may recall, had an earlier cut-off date with

1 respect to exposure, 1958. So some of our claimants, we know,
2 will not be relevant to Paddock. So we did the math and we
3 came up with, roughly, 8800 claimants that we'd be seeking
4 information from Paddock. Again, Judge Beyer approved 8700.

5 So somewhat by coincidence, but the point is that
6 we're seeking, effectively, the same number as Bestwall is
7 going to be seeking in the, in their case and was approved by
8 Judge Beyer, again just last week.

9 The ACC indicates that the order we're, we're seeking
10 is really not the same, but that's simply not the case, your
11 Honor. In Footnote 5 of our reply we indicate the minor
12 differences between the order that your Honor signed in
13 February in DBMP and our order. Two minor differences, really
14 procedural. We added a provision in Paragraph 9 that matching
15 claimants would be given seven days' notice of the opportunity
16 to seek to quash and we provided that, if they do seek to
17 quash, they would do so in the same jurisdiction as the
18 producing parties. No one has objected to those provisions.
19 They're to organize the matter and provide some certainty with
20 respect to timing.

21 So we don't view those as substantive, significant
22 changes and again, no one's objected to those. That's it, your
23 Honor. So this should not be controversial, in our view.
24 Again, same order your Honor has already entered and again,
25 consistent with precedent in this jurisdiction.

1 As a result of the fact that the substance of what the
2 debtors are seeking is not different than what has been sought
3 before, both the ACC and Paddock go to what effectively are
4 procedural objections rather than, than what we would consider
5 to be substantive objections. But, your Honor, again, the
6 precedent in this jurisdiction has been to bring this type of
7 motion to the bankruptcy court first. As we cite in Footnote 6
8 in our reply, in each of the prior cases the order approving
9 trust discovery was entered after the order approving
10 estimation. That was true in the Garlock case. That was true
11 in the Bestwall case. That was true in the DBMP case. As we
12 indicated in Garlock, the motion itself wasn't even filed, the
13 motion for trust discovery, until the estimation order was
14 entered. That has been the precedent and we are following the
15 precedent in this jurisdiction. My guess is if we hadn't
16 followed the precedent, we would have been criticized for that.
17 That's good case management. It provides your Honor a view as
18 to what the debtors are doing in terms of third-party discovery
19 before they go off and do it.

20 And, your Honor, we actually have an example which is
21 relevant today of what happens if the debtor doesn't seek,
22 initially, bankruptcy court review of third-party discovery.
23 In the Bestwall case, Bestwall issued a subpoena to Paddock as
24 well as DBMP as well as Aldrich and Murray and as to DBMP and
25 Aldrich and Murray, you'll be hearing about that --

1 THE COURT: Uh-huh (indicating an affirmative
2 response).

3 MR. ERENS: -- after this part of the hearing.

4 What happened? The ACC in Bestwall filed a motion to
5 strike in front of Judge Beyer in the bankruptcy court, the ACC
6 in DBMP filed a motion to quash in that case, and the ACC in
7 our case filed a motion to quash in our case. So in a
8 situation where the debtor did not go first to the bankruptcy
9 court it wound, the, the litigation wound up in the bankruptcy
10 court, anyway, not in one case, but in three cases.

11 So, your Honor, this just shows why it is good case
12 practice as well as precedent to come to this Court first.

13 In our particular case, there are some differences in
14 the motion that your Honor can review. As I indicated, there's
15 two additional sources that we're seeking information from,
16 Paddock itself -- and again, if we had sought the subpoena
17 directly from Paddock without coming here first, we know what
18 would have happened because it already happened in the Bestwall
19 case. The ACC in that case sought to come back here, anyway --
20 and then we're also seeking information from one additional
21 trust facility, Verus, and giving the ACC an opportunity to
22 argue before we go off and do that and give your Honor an
23 ability to review our request for that because that, again, is
24 somewhat different than what has happened in prior cases. The
25 ACC describes that as a massive expansion of the discovery. We

1 dispute that and we'll get into that in a second.

2 So, your Honor, we think the ACC can hardly complain
3 that we're coming here first, but they've done so, nonetheless.

4 But that's our main point, your Honor. Precedent and
5 good practice means we should have this hearing first and then
6 the debtors should go off and do what your Honor approves.

7 I do want to respond relatively quickly to the
8 procedural points that the, both the ACC and the -- and --
9 excuse me -- both ACC and Paddock raises in their objections.
10 It's all in our papers, your Honor. I'm sure you've read our
11 papers. I don't want to go into great depth. It's their
12 arguments and I think, in general, we would reserve most of our
13 time for rebuttal on this point, on these points, but I do just
14 want to highlight our main positions on the various main
15 objections that have been raised by the parties before we turn
16 it over to the ACC and Paddock. But again, we, we intend to
17 mostly reserve time for rebuttal on these points.

18 THE COURT: Uh-huh (indicating an affirmative
19 response).

20 MR. ERENS: First of all, there's been an argument
21 that the debtors have not specified the legal bases for the
22 relief they're seeking. Your Honor, again, this is not the
23 first time this type of motion's been in front of your Honor.
24 There are several legal bases for your Honor to approve the
25 motion.

1 First is Section 105 of the Bankruptcy Code. Your
2 Honor has the ability to manage its own docket, to manage
3 discovery and the like, and your Honor even made this point in
4 connection with the PIQ in the DBMP hearing. We quoted this in
5 the reply where there were various arguments being raised about
6 2004 and Rule 26 and your Honor said:

7 "Well, those are all fine, but you know what? I don't
8 think the issue is limited to that under Section 105
9 and general authority to regulate my case. I have the
10 ability to entertain" -- in that case it was the PIQ
11 motion -- "and to approve the discovery."

12 THE COURT: Uh-huh (indicating an affirmative
13 response).

14 MR. ERENS: So 105 is applicable.

15 Rule 2004 itself is also applicable. Again, in each
16 of the cases, as I mentioned before, Garlock, Bestwall, and
17 DBMP, the order approving this trust discovery was entered
18 after the order for estimation. So there you had a 2004 issue,
19 potentially. In, in Bestwall and DBMP, the trust discovery was
20 explicitly approved under 2004. And the ACC has raised the
21 pending proceeding rule. But again, as we've talked about, I
22 think, in several hearings, both in this case and others, the
23 pending proceeding rule is discretionary, especially in
24 contested matters, as set forth in Rule 9014. We're not in an
25 adversary here and it has been waived or not followed several

1 times in the course of these mass tort cases in this
2 jurisdiction.

3 And finally, your Honor, there's Rule 26. For all the
4 reasons set forth in the motion and the reply, the discovery
5 that the debtors are seeking, there's good cause. It's
6 proportional. The burden is, is, is, is relatively minimal, in
7 our view, and we'll get into that in a second.

8 So the, the discovery can also be approved under Rule
9 26 for the same reasons that it's been approved in the prior
10 cases.

11 So those are the main points on the procedural issues.
12 Again, in rebuttal, we'll get more into this, as necessary.
13 And if it's all right with your Honor, since Mr. Hirst is
14 really more versed in the ins and outs of the procedural rules
15 under the Federal Rules and 2004, I would ask him to do the
16 rebuttal for this particular point.

17 THE COURT: Any objection to spitting? Okay.

18 MS. RAMSEY: No objection, your Honor.

19 THE COURT: Okay. Go ahead.

20 MR. ERENS: Thank you.

21 The next main point that's been raised by the ACC is
22 that the debtors need to provide not only evidence, but
23 admissible evidence to obtain discovery here. Your Honor, in
24 the reply we provide a variety of law that that's simply not
25 the case. It's, it's not the case that you have to provide

1 admissible evidence just to get discovery in a, in a
2 proceeding. And, your Honor, there's no mystery why we're
3 seeking discovery here. We're seeking it for the same reasons
4 that it was sought in Garlock, for the same reasons it was
5 sought in Bestwall, and for the same reasons it was sought in
6 DBMP, in connection with estimation as well as plan formulation
7 and, and I'd say TDPs. In this case we're proposing CRPs, but
8 the procedures that govern a trust.

9 So it's not like there's a mystery as to why we're
10 seeking the information. We're seeking it for the same reasons
11 sought in the prior cases and the same reasons it was approved
12 in the prior cases.

13 The next main point that's been raised, mostly by
14 Paddock, is burden. Paddock is arguing that the discovery
15 we're seeking is highly burdensome. Well, a couple of things.
16 As to Paddock itself, again Paddock is subject to a subpoena
17 now that's been approved by Judge Beyer as is, or as Aldrich
18 and Murray are. So it's the same subpoena was served on
19 Paddock, was served on Aldrich and Murray.

20 So we had to, ourselves, review what we would need to
21 do to prepare and produce the information that Bestwall is
22 seeking from us, same information they're seeking from Paddock.
23 We did our review. Our conclusion was the amount of time and
24 the amount of costs is fairly minimal. Again, all of these
25 entities, whether it's a debtor in the case of Paddock, or in

1 the case of DBMP or Aldrich and Murray or a trust, have all
2 this information in electronic form which requires electronic
3 searches. It can be done cheaply. It can be done with
4 relatively low cost and again, under the proposed order. The
5 debtors are willing to pay the, the reasonable costs of all
6 that activity. In fact, in the case of Paddock we're willing
7 to do the work ourselves. If they provide us the names that,
8 that would need to be searched through, we can tell them which
9 of those names we're looking for. We're willing to do the work
10 ourselves. If they want to do it, that's fine, but we can take
11 the laboring oar off them.

12 In the Garlock case, as we indicated, there is
13 precedent. There was two productions by the trusts in both
14 cases, one with respect to mesothelioma, one with respect to
15 non-mesothelioma claims. In both cases, once the trust
16 discovery was actually fully approved, the trusts were able to
17 produce the information fairly easily through electronic
18 searches of their database.

19 So, your Honor, burden is not an issue here. The
20 costs are being paid. The information is readily available.
21 And again, as you've seen in the motion, we're seeking limited
22 information, non-personally identifiable information, and a few
23 data fields with respect to the claimants.

24 Paddock has also raised an additional burden-type
25 argument, that they're in the middle of confirmation and this

1 is a terrible time for them to be doing this. Well, couple of
2 points, your Honor. First of all, Paddock's already had its
3 confirmation hearing at the bankruptcy court. That occurred on
4 May 16th. As we understand, it was a rough, it was a
5 relatively uncontested three-hour hearing. It went smoothly.
6 They have, you know, full votes in favor of their plan and the
7 only thing they have left is to go to the district court to get
8 affirmation. I mean, the confirmation order hasn't been
9 entered, but the hearing is over. We haven't issued the
10 subpoena yet, your Honor. It's not like we're asking for the
11 information tomorrow. My guess is by the time we get through
12 this they should be pretty much done with their case.

13 So it's not a, it's not a legitimate argument for
14 Paddock to argue that they just can't deal with this right now
15 because they're on the eve of confirmation.

16 The next main issue that's been raised in the papers
17 is Verus. Now here's a substantive issue, your Honor. As I
18 indicated before, most of the issues that are being raised are
19 procedural, but this is substantive. And again, we don't
20 understand why the ACC is arguing procedurally when we're
21 giving them the opportunity to argue whether the debtors should
22 be able to get information from the Verus facility.

23 So the Verus facility is an additional trust facility
24 that operates and manages 20 trusts. We're not seeking all 20
25 trusts. We're seeking, first of all, the Garlock trust.

1 That's the main, sort of initial reason to seek Verus. As your
2 Honor has heard in this case, there's substantial overlap of
3 issues claiming products and the like between this case and the
4 Garlock case. These are both gasket cases.

5 So the Garlock trust itself, of course, is one of the
6 most highly relevant trusts with respect to this case.

7 Once we're sort of into the Verus case, we looked at
8 some other facilities -- or excuse me -- we looked at some
9 other trusts within the Verus facility and we noticed 7 of the
10 other 19 trusts have significant assets. The debtors had
11 products in industrial settings and it's highly likely there's
12 significant overlap in claiming, which would mean the claimants
13 who claimed against Aldrich and Murray in the tort system and
14 the claimants who may have claimed against those additional
15 companies in the trot system.

16 So we didn't ask for all 20 trusts. We tailored it to
17 the seven additional trusts, in addition to Garlock. So we're
18 seeking eight additional trusts, again only one trust facility.
19 There are numerous trust facilities throughout the United
20 States. We're not seeking a massive expansion of, of trust
21 discovery in this case. We're seeking one additional facility
22 and less than half the trusts within that facility and we've
23 tailored it for the reasons I just indicated because these are
24 larger trusts where there's likely overlap.

25 With respect to sort of aggregate data, as I think we

1 indicated in our motion and maybe again in our reply, there are
2 maybe 70 plus trusts out there right now with respect to former
3 asbestos claims. We're seeking at this point 19 of those
4 trusts. So we're still in the 20 percent. All of the trusts
5 are relevant, your Honor. If there's overlap in claiming, all
6 of the trusts are relevant. We're trying to come up with a,
7 sort of a, a dividing point that makes some sense. We're
8 seeking only the larger trusts where it's more likely that
9 there's overlap and we're not seeking a hundred percent of the
10 trusts. We're in the 20 percent range, so to speak. So we're
11 still not seeking a lot of information that is relevant out
12 there. We're trying to be proportionate.

13 So in our view, getting information from the Verus
14 trusts is hardly a massive expansion of discovery. It's one
15 additional facility and less than half of the trusts within
16 that facility.

17 Next item that's been raised is confidentiality. Your
18 Honor, I have to admit. I'm a little bit confused by this one.
19 As I indicated, we're not seeking personally identifiable
20 information. Same as in DBMP. Again, the order that we're
21 tendering is subject to the same confidentiality restrictions
22 as your Honor approved in DBMP. Issues have been raised about
23 data hacking. There's a -- there's -- there's an argument
24 made, "Well, if we have all this information together, then
25 there's the risk that if there's a data hack it'll all get

1 out." Well, you know, the information is already collected in
2 various places throughout the world. As an example, all of the
3 trust claims for a particular claimant are sitting with the law
4 firm for that claimant, not just the ones we're seeking, but
5 all of them across any of the 70 trusts I just mentioned. So
6 it's collected in one place. There's no reason to believe that
7 the Bates White security procedures are worse than the law
8 firms who are holding those claims.

9 So we think the data-hacking arguments are simply a
10 red herring.

11 Also, Paddock has raised the issue that they have
12 settlements. Well, your Honor, we cited case law in our reply.
13 Settlements, settlement agreements themselves are not immune to
14 discovery, but we're not seeking the settlement agreements,
15 your Honor. We're just seeking the fact of settlement. We're
16 not seeking the amount. We're not seeking the terms of the
17 settlement. We're just seeking the fact.

18 So the issues raised by Paddock with respect to
19 confidentiality, again, we think, are just not, just not
20 viable.

21 Couple of other issues raised by Paddock and then I'll
22 turn it over to the ACC. Paddock has raised because they're in
23 bankruptcy the automatic stay prevents us from obtaining the
24 discovery we seek. Again, your Honor, we cited numerous cases
25 within our, in our reply that that's simply not the law.

1 Debtors in possession are not immune from third-party
2 discovery. They're certainly immune from discovery with
3 respect to someone trying to collect a claim against the
4 debtor. That, that's the type of cases they cite, but this is
5 not to collect a claim against Paddock. This is to get third-
6 party discovery. As we cited in our case law, numerous courts
7 have said that as long as the litigation is unrelated to trying
8 to collect a claim against the debtor, the debtor is not immune
9 to third-party discovery. Otherwise, no debtor could ever be
10 subject to such discovery.

11 In a similar vein, Paddock has argued that the debtors
12 cannot obtain the information under the so-called Barton
13 doctrine. The Barton case is a case from 1881, I believe, that
14 says, "Receivers cannot be sued for acts taken in their," "in
15 their official capacity during a receivership." Well, that
16 makes some sense, your Honor, but that's hardly what we're
17 doing. We're not suing Paddock. We're not suing Paddock for
18 actions they've taken during their bankruptcy. We're just
19 seeking third-party discovery. And I don't think Paddock is
20 seriously pushing this argument, your Honor, they stuck in a
21 footnote

22 But if, if the Barton doctrine really applied, the
23 automatic stay might as well apply. I mean, there's no reason
24 to apply the Barton doctrine because the logic of the position
25 is you have to go back to the bankruptcy court anytime you

1 wanted third-party discovery. Well, you might as well, then,
2 take the position the automatic stay applies 'cause you're
3 going to have to be back in the bankruptcy court, anyway.

4 So the Barton doctrine, your Honor, also does not
5 apply.

6 So unfortunately, your Honor, I'll leave it at that
7 for now. We're relitigating, in our view, something your Honor
8 has already decided, for the most part, in the DBMP proceeding.
9 The order, again, is essentially identical. We're just seeking
10 Paddock as an addition, again a subpoena that Judge Beyer just
11 approved last week in the Bestwall case, and we're seeking
12 Verus for the reasons I mentioned prior and is in our motion
13 and reply. And again, the number of claimants we're seeking
14 from Paddock is effectively the same as the number of claimants
15 that Judge Beyer just approved in Bestwall.

16 So I've gone through the points quickly. Again,
17 we'll, we'll reserve the rest of our time for rebuttal. Unless
18 your Honor has any questions, I will sit down and turn it over
19 to the ACC and Paddock.

20 THE COURT: Not at the moment. Thank you.

21 MR. ERENS: All right. Thank you very much.

22 THE COURT: All right.

23 Ms. Ramsey.

24 MS. RAMSEY: Good morning, your Honor.

25 May I also --

1 THE COURT: Certainly.

2 MR. WRIGHT: May I approach?

3 THE COURT: You may.

4 MS. RAMSEY: Your Honor, we do have slides, if --

5 THE COURT: Okay.

6 MS. RAMSEY: -- my colleague may approach.

7 Thank you.

8 (Slide presentation handed to the Court)

9 THE COURT: Well, as a native North Carolinian I'm all
10 for the North Carolina practice. As I get older, I see the
11 merit of speaking from a lectern. You can actually read the
12 materials.

13 MS. RAMSEY: Exactly, your Honor.

14 THE COURT: All right. Whenever you're ready.

15 MS. RAMSEY: Thank you. Appreciate it.

16 Your Honor, Natalie Ramsey for the record, Robinson &
17 Cole.

18 With respect to an overview, your Honor, the debtors'
19 argument breaks down, largely, into, "Why are we even here.
20 The Court's heard this before. We should just do what has been
21 done in the other cases," and we certainly understand that the
22 Court has heard this argument before, fairly recently even, in
23 the DBMP case, and that Judge Beyer has obviously authorized
24 trust discovery in Bestwall and it was authorized in the
25 Garlock case, but this case is quite different.

1 So I, I just wanted to hit a few of the overarching
2 themes quickly.

3 THE COURT: Uh-huh (indicating an affirmative
4 response).

5 MS. RAMSEY: The first is our objection's not purely
6 procedural. We object to trust discovery in this case under
7 the unique facts of this case. This case is very different in
8 its posture. The Court had entered an estimation order before
9 the trust discovery motion was sought and that just is, is an
10 important distinction from what happened in the Bestwall and
11 DBMP cases where the discovery was sought and then an
12 estimation order was entered.

13 The second really key difference of this case is that,
14 here, we have the debtor and the FCR having reached a
15 settlement which values the future claims liability and that
16 settlement is embodied in a plan that has been filed in this
17 case. And so to some extent this is very different than the
18 circumstance that you have in the DBMP or Bestwall cases where
19 those debtors are saying, "We're, we're uncertain of this
20 liability and we, the debtor, and the other parties need to
21 project that." Here, the debtor has valued that liability.

22 There's also, I think, a couple of points I just
23 wanted to respond to at the beginning and then I'll take some
24 of the arguments in sequence. The first is this issue of we
25 really need to come here first. We, we couldn't just serve the

1 discovery under Rule 26 because if we had done that, goodness
2 knows, everybody would have come in to this case and raised an
3 argument that we should have approached the Court first.

4 In the Bestwall case there was no argument in
5 connection with the motion to strike, that the debtor had
6 proceeded improperly from a procedural perspective. There was
7 -- the -- the arguments were different than that. They, they
8 went to the underlying merits of whether those subpoenas should
9 be, should be stricken, but there was no suggestion at all that
10 the debtor couldn't do that. And frankly, who knows whether
11 had the debtor proceeded that way here we would be in front of
12 this Court at all.

13 The second thing that I wanted to correct sort of was
14 with respect to what just happened with regard to the ruling
15 that Judge Beyer issued on the motion to strike. What Judge
16 Beyer did in terms of narrowing was she narrowed the field of
17 settled claims to 2700 and then there was an additional 6,000
18 pending claims that were authorized and that got you to the
19 8700. But when we're comparing respective volume of claims as
20 to which discovery is sought, it's the 2700 figure that
21 compares to what the debtor is seeking here.

22 And with those, with those sort of overarching
23 comments, your Honor, I think I'd like to start by just
24 hitting, really, three points. And I am going to try to rely
25 principally on our objections to the extent of arguments that

1 the Court has heard before that are, are the same arguments
2 that we've raised in other cases.

3 The first argument is that the trust discovery motion
4 is procedurally deficient and that will, gets us into the Rule
5 26 versus 2004 issue; the second is whatever the standard is,
6 the debtors have failed to satisfy the standard; and the third
7 is that the requested relief is overbroad.

8 With respect to the first argument that the trust
9 discovery motion is procedurally deficient --

10 THE COURT: Uh-huh (indicating an affirmative
11 response).

12 MS. RAMSEY: -- the Federal Bankruptcy Rule 9013
13 requires that a motion state with particularity the grounds for
14 relief. Here, we have absolutely no support in the record for
15 what the debtor is seeking unlike what you had in DBMP,
16 Bestwall, and Garlock. In each of those cases the expert for
17 the debtors put in a declaration explaining, or at least
18 arguing that, that the expert needed the information in order
19 to conduct the type of estimation that the expert had been
20 asked to provide. Here, there is no declaration and the debtor
21 says in its reply, "Well," you know, "we don't need, really, to
22 have evidence of why we need this discovery. The Court should
23 just sort of by implication rely on the fact that in the other
24 cases it's been approved and we're advocating the same sort of
25 theory." But with respect to the cases that the debtor has

1 cited in its reply, they're inapposite and clearly
2 distinguishable.

3 First of all, in the Metiom case the court held that,
4 that declarations were not necessary there because the party
5 had included underlying e-mails that were evidence of why it
6 allegedly needed that discovery and that there were
7 representations regarding witness statements. The combination
8 of those two things the court found to be sufficient.

9 In the Hammond case, there, the district court
10 overturned the bankruptcy's imposition of a, what it called a
11 novel extraordinary circumstances standard for examination of
12 the debtor. That is not our argument at all. We're not
13 arguing for a higher standard. What we're arguing is that
14 there has to be some evidentiary basis for why discovery should
15 proceed. And in that case, also, they noted that the party
16 could establish cause based on information that was readily
17 available from other sources. But here, our contention is
18 those sources can't be evidence that was unique to other
19 pending cases. It's just, proves too much.

20 The other cases cited similarly are distinguishable.
21 In UN4 Productions there was a motion to quash that alleged
22 that the subpoena failed to establish the underlying merits.
23 Again, what we're arguing here is that the burden of proof is
24 to present some good cause or, or, or relevance of the
25 discovery and, and we are not looking at this point to get to

1 the underlying merits of that discovery.

2 And in Federal Election Commission v. Christian
3 Coalition the court's ruling was that disputes arising from a
4 motion to compel were based on privileges, not on a lack of, of
5 evidentiary support as we have here.

6 With respect to the standards, our contention is,
7 again, that the support that the debtor relies on here is (a)
8 evidence from other cases which we, we say does not support it,
9 its informational brief, which is really an advocacy piece and
10 not evidence, and two declarations that the debtor cites to,
11 the declaration -- and I always mispronounce Mr. Pittard,
12 Pittard --

13 THE COURT: Pittard.

14 MR. ERENS: Pittard.

15 THE COURT: Pittard.

16 MS. RAMSEY: Okay. I'm sorry. One --

17 THE COURT: Pittard.

18 MS. RAMSEY: Pittard -- Mr. Pittard's name, your Honor
19 -- but his first day declaration and the declaration of
20 Mr. Tananbaum in connection with support for the debtors'
21 preliminary injunction. And if you review those two
22 declarations, there are no references, zero, to estimation, to
23 trust discovery, to the Garlock decision, rather surprisingly,
24 or to any instance of alleged evidence suppression.

25 So those declarations don't do anything in terms of

1 the present motion.

2 When we also look about, to the, the debtors' support
3 the debtors admit that their predecessors routinely settled
4 cases "regardless of underlying merit." In the face of that
5 admission seeking now to go back and try to relitigate, which
6 is what the debtors are really suggesting that they should be
7 able to do, their entire history in the face of an admission
8 that that was not something that was considered in the tort
9 system simply is distinguishable, again. Because what you've
10 heard in the other cases, or in DBMP what you've heard is,
11 well, it was a combination of cost and, and evidence
12 suppression. Here, what you have is an admission that, that
13 they really were not looking at merit.

14 So this idea that we should be able to go back, the
15 debtors should be able to go back and conduct discovery on
16 12,000 settled claims is just inconsistent with the theories of
17 this case.

18 So moving to the second argument, the debtors failed
19 to meet the standards of both 2004 and Rule 26, whichever of
20 those procedural rules it is seeking this discovery under.
21 With respect to the other cases -- and I mention this first,
22 your Honor -- the timeline was that in each of those cases
23 there was a Rule 2000 [sic] trust discovery motion filed before
24 the estimation order was entered. In this case, the estimation
25 motion was filed, the estimation was entered, and then several

1 months later the debtors sought trust discovery.

2 Moving then to the Federal Rules, the Federal Rules
3 are the default in the case of a pending contested matter and
4 our contention is, as the debtor said, that the debtors should
5 just serve these subpoenas. And why do we say that? Why do we
6 care whether they do it under Rule 2004 or under Rule 26 given
7 that in either instance the debtor has admitted or suggested
8 that its intention is to, is to serve subpoenas? We care
9 because we believe that the debtor has come to this Court with
10 this motion to get a leg up when and if there is an effort to
11 quash the subpoenas so that they have this Court's order to
12 point to to say, "See, our Court has found that this is
13 relevant and, therefore, in, in connection with the motions to
14 quash we should have this discovery." We contend that they can
15 point to the estimation order, which the Court has entered,
16 without the Court further blessing this particular discovery.

17 With respect to the -- again, the differences here, we
18 think, are very significant with respect to both the filing of
19 a plan in this case that has an embodied agreement with one of
20 the parties in the case and also with respect to the fact that
21 we have a pending estimation order and that, therefore, just as
22 Judge Beyer decided with respect to a recent decision in
23 Bestwall where the debtor came back to her in that case and
24 said that it was asking for permission to file a new subpoena
25 on the trusts, which the debtor alleged there complied with the

1 district court in Delaware's order for sampling and
2 anonymization, and in that instance Judge Beyer ruled that she
3 was not prepared to bless that subpoena, that, in fact, they
4 should just go and serve it on the Delaware courts. We contend
5 that that is what this Court ought to do in this circumstance.

6 Moving then to Point 3, the requested relief is
7 overbroad. Under Rule 2004, a movant is required to
8 demonstrate good cause and that requires a reasonable basis to
9 examine the materials sought to discover. I want to reiterate
10 again the complete lack of evidence here. And then if good
11 cause is shown, then the Court has to balance the competing
12 interests of the parties weighing the relevance and necessity
13 of the information with the burden. Here, the only party that
14 has, has appeared before this Court in response who is a
15 recipient, the Paddock debtor, has argued burden. The Court
16 has heard the burden arguments before, but these arguments are
17 not insignificant. And with respect to burden, to move it to
18 the Committee's interests, part of what the Committee will need
19 to do as well as the FCR, if this discovery takes place, is
20 also to spend the time to go through each of those files to
21 pull the information to be in a position to respond to or
22 address any allegations that the debtor is going to make based
23 on that information.

24 With respect to Rule 2004 examinations, they're also
25 supposed to not be used to annoy, embarrass, or oppress the

1 party being examined. Here, our contention is that the
2 examination is being conducted to embarrass and oppress the
3 Claimant Representatives and the attorneys for those Claimant
4 Representatives and that that's an improper purpose for this
5 discovery.

6 Moving then to Rule 26. Your Honor, again, the
7 debtors do not need this Court's authority. As I mentioned in
8 response to a similar motion before Judge Beyer, the court said
9 that it was not prepared to enter a order under 2004, but that
10 the party should, the debtor should exercise its discovery
11 rights under Rule 26.

12 And then with respect to the unduly burdensome nature,
13 again what we have here is a settlement. And so the question
14 is what possible justification can the debtor, who has agreed
15 to this settlement, have in attempting to obtain this
16 information? And what I heard a little bit was -- and, and saw
17 this in the response -- is that the debtor has to be in a
18 position to respond to potential theories that the Committee
19 may argue here, but the Committee hasn't argued anything yet
20 here unlike in the Bestwall case, for example, where the
21 Committee had filed a motion seeking a determination that the
22 court ought to make a decision about the methodology that would
23 be used in estimation at the early stages. There, the court
24 denied that motion without prejudice.

25 With respect to the DBMP case, the Court will recall

1 that there was a motion by the Committee to take the estimation
2 in sequence and to conduct a settlement methodology estimation
3 first and then if that did not result in assisting the parties,
4 to then open up estimation to other theories that the debtor
5 might want to proceed with. There is no record of any of that
6 in this case.

7 So there is no basis for the debtor to obtain the
8 discovery based on the assumption of the theory that the
9 Committee might use in estimating claims.

10 With respect to the disproportionate nature of the
11 discovery in this case, the debtor has said, "Well, it's only
12 20 percent. It's 19 trusts, plus it's Paddock." The Court's
13 going to hear the motion to quash later this afternoon, but if
14 that discovery is allowed it will also then include Bestwall.
15 It will include DBMP, at a minimum.

16 So when you look at the volume of information where,
17 again what this is moving closer to is an absolute relitigation
18 of every single case that the debtor has ever settled in its
19 entire history and that point is also important. The debtor
20 has made no proposal of sampling, none at all. The debtor has
21 made the same proposal with respect to anonymization that was
22 made in DBMP. We, as the Court may guess, like the Committee
23 in DBMP, contest that the debtors' anonymization protocol
24 satisfies what the district court in Delaware had ordered, but
25 the debtor has proposed some anonymization, but absolutely no

1 sampling.

2 And with respect to the justification that's now been
3 made with respect to, "Well, the Verus trusts are," you know,
4 "have some very large trusts and, therefore, there may be
5 overlap," that argument, then, would suggest maybe that the
6 Delaware Claims Facility trusts shouldn't be part of this or
7 there should be some control over the volume of the discovery
8 over the breadth of what we are talking about and we are going
9 to be presenting to the Court in connection with estimation.

10 The debtor is looking to compile personal and private
11 information for 12,000 people from 20 different sources into
12 one single location and that is the concern with
13 confidentiality. It's aggregation of the data and you heard
14 the debtor argue, "Well, data breaches, the, the information's
15 already there. It's already subject. There's no reason to
16 believe that, that, that Bates White is any more subject to a
17 data breach than Verus." But what, what the debtor is now
18 doing is compiling all of that information, if their motion is
19 permitted, into one place.

20 And we know that data breaches happen. We know cyber
21 attacks happen. It's in the news all the time and it's
22 happened to major entities. It's happened to the Federal
23 Government. It's happened to Equifax. It happened to eBay,
24 Capital One, Dropbox, Facebook. Those data breaches are
25 significant and the Court will recall it was a major concern of

1 the Committee early in the case in connection with the approval
2 of Bates White when Bates White sought to cap its potential
3 liability in that circumstance.

4 We are very concerned about the aggregation, No. 1,
5 because of data breach and, No. 2, because, as the Court knows
6 and has heard this theme many times, there is a concern about
7 the potential that the information could be subject to a motion
8 seeking to disclose it, similar to the motion that was filed by
9 Legal Newsline in the Garlock case and that aggregated
10 information increases the risk to a vulnerable population with
11 every single additional piece of information that is compiled
12 and consolidated.

13 So with respect to our arguments, to summarize, your
14 Honor, the motion does not state grounds for the requested
15 relief. The motion does not provide evidence in support of its
16 motion. It does not argue that the Court's approval is
17 necessary to issue a subpoena. In fact, the subpoenas ought to
18 be just served by the debtor.

19 With respect to good cause, there is none because,
20 again, there is a lack of evidence and relying on what has
21 happened in other cases for an evidentiary basis in this case,
22 we contend, is improper.

23 And with respect to limiting the scope of and
24 proportionality that the, the debtor has not proved either
25 proportionality or that the discovery is not unduly burdensome.

1 Thank you, your Honor.

2 THE COURT: Thank you.

3 All right. Ready to hear from Paddock. Whenever
4 you're ready.

5 MS. QUARTAROLO: Good morning, your Honor. Amy
6 Quartarolo of Latham & Watkins on behalf of Paddock
7 Enterprises, debtor in separate proceeding pending in Delaware.
8 I will endeavor not to reiterate or go over ground that
9 Ms. Ramsey's already tread, but I would like to briefly address
10 a few points that relate to Paddock more specifically.

11 First, I think it bears reiterating Paddock is
12 differently situated. Paddock is not a trust.

13 THE COURT: Uh-huh (indicating an affirmative
14 response).

15 MS. QUARTAROLO: Paddock is an Ohio-based entity and
16 it is a debtor, again in its own pending chapter 11 case in
17 Delaware. The Aldrich debtors' representation in their reply,
18 which they had supplemented this morning, regarding the state
19 of Paddock's case was not correct in the reply. Paddock does
20 not have a confirmed plan at this time. Yes, we had our
21 confirmation hearing last week. It was for that reason that we
22 originally reached out upon the filing of the motion and asked
23 the Aldrich debtors to please defer the hearing as to Paddock
24 so that we could focus on our confirmation proceedings. They
25 declined to do so and, and without any apparent urgency with

1 regard to the estimation proceedings in this case.

2 As your Honor knows, even once we receive a
3 confirmation order in our case we, we will be focused on
4 getting that affirmed by the district court and then on taking
5 our own plan effective. Respectfully, I think it would be
6 setting dangerous precedent to suggest that a debtor in one
7 case should be permitted to serve discovery, which we contend
8 is quite burdensome -- and I'll get to that in a minute -- on a
9 completely independent debtor in the middle of that debtor's
10 confirmation proceedings. It is for this reason that we asked
11 the debtor to, to delay and separate Paddock from the rest of
12 its motion and again, it declined to do so.

13 We heard just this morning that there's not even a
14 schedule that's been agreed upon for the estimation proceeding.
15 So it's unclear why this information is needed from Paddock and
16 needed now. If there is an argument that Paddock has been
17 operating by, as a trust, we hope that in a number of months we
18 will be a trust and that there will be a trust that is
19 operating under 5, Section 524(g) of the Bankruptcy Code to, to
20 address the claims that were asserted against Paddock and, and
21 that if, if it will be a trust in a matter of months and if
22 there's no schedule in the estimation matter in this case, we
23 see no reason why they couldn't be deferred and if there is to
24 be a subpoena that is issued, that that subpoena should be
25 issued to the trust once the trust is established.

1 We also don't think it's fair to say that Judge Beyer
2 actually approved the subpoena that was issued in, in the other
3 matter. That's, it's, it's really not the case. Paddock was
4 not a party to that proceeding and did not appear. We
5 obviously have read the transcript. But in that case, there
6 was a subpoena that was issued, as is appropriate under the
7 procedure. Paddock objected to the subpoena and we will work
8 with, with counsel in that matter to, to address those issues
9 and if they need to be brought to a court, they will be brought
10 to the court that's required under the Rules and that's, you
11 know, under Rule 45. As the Aldrich debtors concede in their
12 reply, that's the court of compliance.

13 THE COURT: Was Paddock served in, with Judge Beyer's
14 motion?

15 MS. QUARTAROLO: No.

16 THE COURT: You were left out of this and, and you're
17 saying now that you're going back to Judge Silverstein
18 afterwards, right?

19 MS. QUARTAROLO: Well, put it this way. After there
20 was a hearing last week in the other matter, we did not receive
21 outreach in regard to a subpoena that we had objected to.

22 So that, it just remains to unfold and we'll figure
23 out --

24 THE COURT: Uh-huh (indicating an affirmative
25 response).

1 MS. QUARTAROLO: -- if it needs to go before Judge
2 Silverstein or it can be deferred --

3 THE COURT: Uh-huh (indicating an affirmative
4 response).

5 MS. QUARTAROLO: -- or it needs to go to the Northern
6 District of Ohio. But there's -- it -- it certainly, and our
7 position respectfully, is not this Court.

8 THE COURT: Right.

9 And the request for a continuance as to Paddock, are
10 you renewing that at this point?

11 MS. QUARTAROLO: Yes.

12 THE COURT: Okay, very good.

13 MS. QUARTAROLO: We would, we would request that, as
14 we requested from the debtor directly, from the Aldrich debtor
15 directly, that this Court defer any ruling with respect to the
16 appropriateness of a subpoena related to Paddock's claims until
17 a trust is established.

18 THE COURT And we don't really have a feel for when
19 that would be.

20 Is there any opposition at this point to confirmation
21 by either the U. S. Trustee or anyone else?

22 MS. QUARTAROLO: We did have an objection from the
23 U. S. Trustee. We are hopeful that that has been resolved in
24 terms of what happened at the confirmation hearing last week --

25 THE COURT: Uh-huh (indicating an affirmative

1 response) .

2 MS. QUARTAROLO: -- and that, again, we are hopeful
3 that we are able to get our plan affirmed by the district court
4 in short order and then to go effective shortly thereafter.
5 And so that's why what we had requested and this, given that we
6 are now ten days post our confirmation hearing and don't yet
7 have a confirmation order entered, it might be slight, slightly
8 optimistic to think that the end of June would be, you know,
9 when, when there, we'll be up and running and, and going
10 effective. But we're certainly, you know, hoping to move as
11 quickly in that direction as possible.

12 THE COURT: The district court's being asked to, to
13 approve the 524 injunction or --

14 MS. QUARTAROLO: Correct.

15 THE COURT: -- or are they passing over? In the last
16 case I had, the parties wanted to, effectively, have the
17 district court confirm the plan. It's been confirmed by a
18 ruling by Judge Silverstein and then it's going to district
19 court for a 524?

20 MS. QUARTAROLO: Yes, for affirmation.

21 THE COURT: Okay, very good.

22 MS. QUARTAROLO: Yes.

23 THE COURT: All right. Thank you.

24 MS. QUARTAROLO: And, and just briefly to touch on a
25 few other points, to the extent the Court is, is not inclined

1 to, to defer the ruling, which we would --

2 THE COURT: Uh-huh (indicating an affirmative
3 response).

4 MS. QUARTAROLO: -- respectfully request. As to
5 confidentiality concerns, we do have confidentiality concerns
6 that, that sort of go beyond, I think, what's been addressed
7 this morning in terms of argument. There was some suggestion
8 in discussions with the Aldrich debtors that they would be
9 willing to remove some language in the proposed order about the
10 notice being required, but I think that, that misses the point
11 and doesn't necessarily solve for Paddock's concerns, which are
12 that the production of information about claims that Paddock
13 settled prepetition and that's really what they're seeking.
14 Paddock may owe obligations to those claimants or to those
15 counsel to maintain the confidentiality of that information and
16 to not provide it.

17 So we, we cannot risk exposing Paddock to claims that
18 it improperly disclosed information that it was contractually
19 obligated not to disclose.

20 And finally, turning to the particular discovery
21 sought, we heard from counsel this morning that this should be
22 a simple exercise. Unfortunately, that's anything but from
23 what I have inquired and learned. Yes, they, they expected
24 this would be something where they're, you know, accessing a
25 database and waving a magic wand, then, then you get an output.

1 That's not the case. They're seeking 13 separate categories of
2 information, some of which we may have, some of which we may
3 not, for 12,000 individuals. I think we heard this morning
4 that maybe they would be willing to limit that, but it's still
5 many thousand individuals and that's a burden and certainly a
6 burden at this point in our case. And, and when you're
7 assessing proportionality, I think the particular circumstances
8 of the target of the discovery, here a debtor on --

9 THE COURT: Uh-huh (indicating an affirmative
10 response).

11 MS. QUARTAROLO: -- you know, trying to achieve its
12 own confirmation, really needs to be taken into account.

13 So with that, we would ask that the Court defer ruling
14 as to any subpoena on Paddock until a trust is established and
15 defer to the appropriate court under Rule 45 to address any
16 issues with regard to a subpoena.

17 THE COURT: Okay, very good.

18 MS. QUARTAROLO: Thank you.

19 THE COURT: Anyone else before -- I don't think the
20 FCR took a stand in this one.

21 MR. GUY: No comment your Honor.

22 THE COURT: Ready to have rebuttal, or do y'all need a
23 break first? We normally break about 11:00, but if this is a
24 better time, I, I'm open for it.

25 Ready to go?

1 MR. HIRST: I certainly don't and will try and be
2 quite brief, your Honor.

3 THE COURT: Okay. Thank you.

4 MR. HIRST: Again, Morgan Hirst of Jones Day for the
5 debtors. And again, it's nice to be here in person with your
6 Honor.

7 I just want to address a couple of points, first from
8 the Committee. Counsel kept referring to this case being
9 different in some ways than the other case and they're
10 certainly, each case is unique and we understand that, but the
11 relevance and the importance of the discovery we're seeking is
12 no different than it was in Garlock or Bestwall or DBMP and I
13 think your Honor's aware of that. The, the case we will be
14 presenting has many similarities which makes this information
15 "relevant" and, and "necessary," I think is the words the
16 courts have actually used in granting this discovery. The fact
17 that we have a deal with the FCR, I don't know how that impacts
18 anything about the relevance here. The Committee certainly
19 hasn't agreed to that deal in any way, shape or form.

20 On the support motion or this idea that we have not
21 properly supported our motion, this, to me, is maybe the most
22 striking argument. It appears that the position is that in
23 order to obtain discovery we need to put forward admissible
24 evidence showing entitlement to that discovery and that's just
25 not, that's not Rule 2004, that's not the Federal Rules, that's

1 not anything. That's essentially made up. We supported our
2 motion with numerous cases that demonstrate we don't need to
3 put forward admissible evidence. We put forward our bases for
4 the discovery and why it is relevant and necessary here. On
5 its own, I think Judge Hodges' ruling and his opinions -- and
6 again, Judge Hodges' rulings and opinions, we know, will be
7 debated from a substantive standpoint in this case for the
8 foreseeable future -- but at the very least, I think Judge
9 Hodges' opinions make clear that this information is at least
10 relevant from a discoverability standpoint and that's what
11 we're seeking here, discovery.

12 And so I, I don't understand the support notion. Our
13 motion is well supported with the bases for why we need it. It
14 satisfies both Rule 2004. It satisfies the Federal Rules.

15 As to the particular standards themselves -- oh. I
16 guess one other thing on the, the difference notion, your
17 Honor.

18 One of the criticism the Committee had was the timing
19 of when we filed our motion for trust discovery versus
20 estimation.

21 THE COURT: Uh-huh (indicating an affirmative
22 response).

23 MR. HIRST: And I was looking with interest in Slide
24 11 at the ACC's packet which shows the different timeline
25 between Bestwall, DBMP, and Aldrich and Murray. What they

1 didn't include was Garlock and that's very intentional because
2 our timeline is exactly the same as the timeline in Garlock.
3 Estimation order was approved. Subsequent to the estimation
4 order a trust discovery motion was filed and subsequent to that
5 in Garlock, at least, the trust discovery motion was entered.
6 We hope that timeline will follow suit here as well.

7 As to the standards, you know, I think relevance,
8 burden, and proportionality are kind of the three touchstones
9 whether you're talking about Rule 2004 or the Federal Rules of
10 Civil Procedure. We think they're certainly all met here. I
11 talked about relevance earlier. On the burden side -- and I
12 guess I'll address the one party that's here who actually can
13 speak to burden, which is Paddock -- while Paddock expressed a
14 burden, we do know based on Paddock's own filings that they
15 have a claims database. We believe that claims database has to
16 be searchable in some ways. We are willing to work with them
17 in any way, shape, or form to take the burden off of them. We
18 are willing, as we said in our papers, to pay all reasonable
19 costs of obtaining that information.

20 And so I -- I -- we just don't see the burden argument
21 and usually when a subpoena recipient is objecting on burden,
22 you actually do see evidence. That's the one place you do.
23 You lay out where that burden is, what the hours are going to
24 take to do it, what the costs are going to take. We didn't see
25 any of that, your Honor. We really don't know other than their

1 exclamation that there is burden here what that burden is and
2 we are willing to do everything in our power to eliminate that
3 burden, both from a cost and time perspective, including having
4 our own folks at Bates White get in there and essentially do
5 the work for them, if they want.

6 Proportionality was one that the Committee, in
7 particular, focused on and I found Slides 19 and 20 of their
8 presentation to be interesting with regards to that. Slide 20
9 is their disproportionate 11 trusts versus 19 trusts.

10 THE COURT: Uh-huh (indicating an affirmative
11 response).

12 MR. HIRST: Again, we're seeking fields of
13 information. We're not seeking a single document, your Honor.
14 We're not seeking anybody to search e-mails. We're seeking 7
15 fields of information from these 19 trusts. As Slide 19 shows,
16 the settlement with the FCR renders us a \$545 million case. I
17 know the Committee believes that number is much, much higher.
18 In light of the, the dollars at stake in this case, I don't
19 know how they, the ACC, can take the position that seeking 7
20 fields of information from 19 trusts where we have explained
21 the relevance of each of those trusts can be disproportionate
22 to the needs of the case.

23 Lastly, just to address Paddock's continue,
24 continuance request, keep in mind the time here, your Honor.
25 We, we filed this motion in early April. It was originally set

1 for the April 28th omnibus. We agreed based on a request from
2 the Committee to continue it till now. Also importantly, we
3 have not issued a subpoena. Paddock's already under a subpoena
4 from Bestwall for this same information. So the burden on
5 Paddock has already existed via subpoena.

6 We haven't asked Paddock to do anything. We are here
7 before your Honor asking for our trust discovery motion to be
8 approved. We are more than willing to work with Paddock on
9 timing of subpoena responses, the time they need to work on the
10 subpoena. We are not trying to interfere with their case or
11 burden them. We are simply trying to have our trust discovery
12 motion approved so then we can take the next steps. And we
13 understand we may have to be talking about this again in front
14 of another court, certainly as it relates to Paddock, and these
15 issues will be brought up.

16 But there's no reason to delay your Honor's ruling
17 today to let us, at least, have the tools to go forward and
18 hopefully, work with Paddock to reach an agreement, to
19 eliminate the burden, to address their confidentiality issues.

20 So with that, your Honor, absent any questions from
21 your Honor, that's all I have.

22 THE COURT: That got it?

23 MR. HIRST: Thank you.

24 THE COURT: Anything else?

25 MS. RAMSEY: Three points, your Honor, in rebuttal? I

1 can do them very quickly.

2 THE COURT: Okay.

3 MS. RAMSEY: With respect to Slide 11 and the trust
4 discovery that was conducted in the Garlock case, while it is
5 correct that there, there was a motion that was approved by the
6 court, that motion was approved under Rule 26. It was not a
7 2004. So it is consistent, we believe, with the argument that
8 we are making here that Rule 26 is in place.

9 With respect to the 7 fields of information and
10 whether that is both burdensome or disproportionate to the
11 needs of the case, those 7 fields are going to be multiplied by
12 at least 19, in addition to the 2 before your Honor. That is
13 an extraordinary amount of information on these claimants.

14 And then just to sum up, your Honor, it is our
15 contention that the motion should be denied, that the unique
16 circumstances of this case are different from the other cases
17 here, and that in that there is this settlement which values
18 the future claim between the debtor and the FCR which no one
19 has said is now no longer the deal now that we're in
20 estimation. And, No. 2, there is no evidence in front of the
21 Court that supports the relevance of the information requested.

22 And then to the extent that your Honor denies that
23 and, and is inclined to permit the debtor to proceed, we would
24 ask that the Court deny the motion for the reason that the
25 debtor should simply serve the discovery under the contested

1 matter.

2 Thank you.

3 THE COURT: Okay, very good.

4 Anyone else?

5 (No response)

6 THE COURT: In terms of planning for what we are doing
7 today on the contested, on the consolidated matter, were the
8 parties anticipating that we would take a break and just start
9 up with that as soon as we finish with this or were you --
10 someone said something about this afternoon. Are we breaking
11 this in, in two pieces?

12 MR. ERENS: Your Honor, we weren't sure how long this
13 portion of the hearing would go. I think it went a little
14 faster than people expected. We figured maybe it would go to
15 more like 11:30 and then we'd break for an early lunch, but
16 it's only --

17 THE COURT: 10:30.

18 MR. ERENS: -- 10:40 or so.

19 THE COURT: Uh-huh (indicating an affirmative
20 response).

21 MR. ERENS: So I don't know if you want to rule on
22 this or rule on both motions or, I guess, three motions at the
23 end of the day.

24 THE COURT: That's a question and the question is do I
25 want to take a recess now and, and our morning break and then

1 come back and give you a ruling. And then the question is do
2 we go into the second matter. I see Mr. Cassada in the back of
3 the room saying, yes.

4 Other parties?

5 I just wanted to know if you had an arrangement as to
6 how this was to be approached.

7 MR. EVERT: Yeah. We're going to take a break.

8 MS. RAMSEY: We -- we don't -- Natalie Ramsey, your
9 Honor.

10 We, we didn't really have an arrangement, but we had
11 talked a little bit about the timing that the next motion might
12 take and we expect that that will also go fairly quickly.

13 And so if we're talking about trying to do it in the
14 morning or breaking and doing it in the afternoon, I think that
15 the consensus of the people here would be to go ahead and have
16 the argument, your Honor.

17 THE COURT: We had an inquiry yesterday from the
18 Bestwall folks that some of the attorneys wanted to appear
19 telephonically and I, we will need to take a break to, to let
20 y'all know to have those folks call in.

21 Let's take about a ten-minute recess. I'll give you a
22 ruling on this, then we will stand down again long enough to
23 get them on the line and then we'll pick up with the second set
24 of hearings, so.

25 (Recess from 10:39 a.m., until 10:52 a.m.)

1 AFTER RECESS

2 (Call to Order of the Court)

3 THE COURT: Have a seat, everyone.

4 I'm not going to bore you or put you through reading
5 back through detailed remarks with regard to the current motion
6 because I generally agree with the debtor here and I believe
7 that, particularly, the response brief for the reasons stated
8 in that and as announced in the DBMP matter. I think, for the
9 most part, the motion should be granted. Couple of *caveats*
10 with that, though.

11 The first is the Paddock time needs. I think since it
12 was already argued it, it doesn't make much sense to continue
13 as to Paddock and then have y'all come back and argue
14 everything again. So I'd like to avoid that burden. I wish I
15 had, even if the debtor was not willing to agree to a
16 continuance, we could have considered a motion to continue had
17 I known about it, but I didn't.

18 So the bottom line is that I'm sympathetic to the
19 needs of that case and I am sensitive also not to try to
20 override Judge Silverstein and what she's doing to manage the
21 Paddock bankruptcy case. It's what they -- the old expression
22 is "You've gone from preaching into meddling" when you start
23 doing that sort of thing. We all have our bit to play in all,
24 in these dramas. My belief is that if the debtor will hold off
25 and not serve the subpoena on Paddock until June 30th, that

1 should give sufficient time.

2 The second *caveat*, though, is what happens afterwards
3 there. From my chair under the facts presented -- and I think
4 the facts are important -- as you know, there's a split of
5 authority as to whether or not you have, whether discovery may
6 be obtained from a debtor without violating the bankruptcy
7 stay. For my own part, I believe that the law is it depends.
8 It depends what you're doing, how close it is to the claims
9 against the debtor. It depends on the needs of the bankruptcy
10 case. I think the most prudent practice is to seek relief from
11 stay before you do it just in case you run into a judge that
12 has an opinion that the stay applies and stops all discovery.
13 I don't feel that strongly about it, myself. I believe you can
14 raise it either way.

15 But I don't know what the, the Delaware court thinks.
16 I looked a little bit to see what the rulings were up there as
17 to where they got in on the two-sided debate as to whether the
18 automatic stay prevents or not. I also don't know how they
19 feel about the Barton doctrine application in this context.

20 So from my vantage point on the facts presented it's
21 okay with me to serve these subpoenas, but I am not going to
22 try in any way to influence what Judge Silverstein thinks about
23 that. You may have to have this same fight up in Delaware
24 afterwards and if they decide to file a stay violation motion
25 against you or whatever, then you're going to have to live with

1 it if you want this discovery. There's just a limit to what we
2 do and at the next NCBJ Committee meeting where I sit on the
3 committee with Judge Silverstein I don't want to hear her
4 telling me that I was messing in her affairs.

5 So that's the ruling. Otherwise, the debtors' motion
6 is granted with those *caveats* and with that extension of time
7 on the service.

8 So if you'll draw an order consistent with your brief
9 as modified by those remarks.

10 MR. ERENS: We, we will do so, your Honor.

11 Again, on the point you raised, we will not be
12 authorized to serve the subpoena until June 30th. And again,
13 as counsel for Paddock indicated, we did promise them that we
14 would not require them to notice claimants.

15 So we will take that out of the order. I think that's
16 in Paragraph 9 as well. But those are the only two changes.
17 And we'll try to upload the order as soon as we can.

18 THE COURT: All right, very good.

19 MR. ERENS: Thank you.

20 THE COURT: Okay. We will take another recess. Tell
21 me how much time you think you need to get organized and ready
22 to go with the, the consolidated hearings.

23 MR. GORDON: Your Honor, Greg Gordon.

24 I, I don't think we need any time if you're ready.

25 We've already notified people to the --

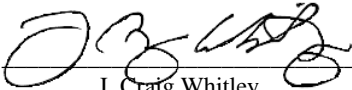
EXHIBIT L

FILED & JUDGMENT ENTERED
Steven T. Salata

February 17 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina




J. Craig Whitley
United States Bankruptcy Judge

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

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 416), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**DBMP**”) on August 19, 2020, as modified by the Debtor’s revised forms of order filed on June 9, 2021 (Dkt. 859) and July 29, 2021 (Dkt. 949, Ex. A) (collectively,

¹ The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

the “**Motion**”).² Based upon a review of the Motion,³ the further submissions of the parties, the evidence presented, and the arguments of counsel at the hearing on this matter, and for the reasons stated on the record at the December 16, 2021 hearing (which record is incorporated herein), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the Decembers 16, 2021 hearing.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 7 below on the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and on the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):⁴

² On June 9, 2021 the Debtor filed a revised form of order to incorporate the privacy and security protections in the order entered by Judge Beyer in the Bestwall case, *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC*, No. 17-31795 (Dkt. 1672) (Bankr. W.D.N.C. Mar. 24, 2021) (Bestwall Order (Dkt. 859)). Subsequently, the Debtor further modified the relief sought in its Motion by filing a second revised form of order on July 29, 2021 (Dkt 949, Ex. A) in which the Debtor (1) deleted from its request all of the data fields requiring production of personal identifying information regarding any claimant; and (2) proposed a protocol for the anonymization of the remaining requested data by the Trusts before production to the Debtor.

³ Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

⁴ The Debtor also may subpoena the DCPF Trusts to effectuate this Order.

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust;
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
- c. Celotex Asbestos Settlement Trust;
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
- f. Flintkote Asbestos Trust;
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
- h. Pittsburgh Corning Corporation Asbestos PI Trust;
- i. United States Gypsum Asbestos Personal Injury Settlement Trust; and
- j. WRG Asbestos PI Trust.

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor’s liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization proposed by the Debtor, the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and/or the Future Claimants’ Representative (the “**FCR**”) (collectively, such purposes, the “**Permitted Purposes**”).

4. Bates White, in its capacity as a Retained Expert (as defined herein) for DBMP, shall create a “**Matching Key**”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former CertainTeed Corporation (“**Old CT**”) that were resolved by settlement or verdict and for whom DBMP possesses SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “**DBMP Claimants**”), as well as a unique numerical pseudonym (the “**Claimant Pseudonym**”) assigned by Bates White and corresponding to each DBMP Claimant. On the same day the Debtor effects

service of the subpoenas authorized by this order (the “**Service Date**”), Bates White shall provide the Matching Key to the Manville Trust and DCPF. Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“**LAS**”), and Ankura Consulting Group, LLC (“**Ankura**”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

5. On or before the twenty-first (21st) day following the Service Date,⁵ DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a DBMP Claimant and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before the twenty-first (21st) day following the Service Date, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any DBMP Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the DBMP Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on

⁵ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however*, that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtor, DCPF and Manville Trust cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

6. DCPF and the Manville Trust shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. The notice from DCPF and the Manville Trust shall state that the data associated with the Matching Claimants, as described in paragraph 7 below, will be produced if they do not file a motion to quash the subpoena by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provisions of notice to their counsel of record by DCPF or the Manville Trust. DCPF and the Manville Trust shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, DCPF or the Manville Trust, as applicable, is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the "**Unnoticeable Claimants**"). DCPF and the Manville Trust shall provide the Debtor on or before the thirtieth (30th) day following the Service

Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtor, DCPF, and Manville Trust to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtor and DCPF or the Debtor and Manville Trust are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust shall produce to the Debtor the data described in paragraph 7 below relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “**Production Date**”).

7. On or before the applicable Production Date, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separately for each Trust) the following information pertaining to each Matching Claimant⁶ (to the extent the relevant Trust databases contain such information) (the “**Anonymized Matched Production**”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;

⁶ For the avoidance of doubt, the term “Matching Claimants” referenced here includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

- e. Date claim paid by Trust, if paid;
 - f. If not approved or paid, status of claim; and
 - g. All exposure-related fields⁷, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.
8. The Anonymized Matched Production shall be used as follows:
- a. Subject to and without in any way limiting the restrictions described in paragraph 9(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and CertainTeed LLC (“**New CT**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production.
 - b. The Retained Experts (as defined in paragraph 9(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor’s database or other

⁷ DCPF’s Chief Operating Officer testified that, when claimants describe how they were exposed to products for which a DCPF Trust is responsible, it is possible that they may list individuals by name and/or SSN. To the extent any names or SSNs appear in any exposure-related field, DCPF and the Manville Trust may redact such names and SSNs prior to production of the Anonymized Matched Production. In addition, prior to delivery of the Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Anonymized Matched Production.

sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (*provided that* such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however*, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Production to the Matching Key.

- c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor's database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "**Anonymized Database**").

9. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, and any Anonymized Databases (together, the “**Confidential Trust Data**”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 251) (the “**Protective Order**”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in this case (collectively, the “**Authorized Representatives**”); *provided, however*, that the right of access to the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 9(b) immediately below.
- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 9(a) above, each entity whose Authorized Representatives will receive

access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a

retained claims expert for the Debtor, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “**Retained Expert**”), and (iii) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 9(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 9(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 9(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could

reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

- f. If, in connection with a motion pursuant to paragraph 9(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.
 - g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
 - h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
 - i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
10. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

11. Within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later (the “**Deletion Date**”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) attest in the declaration specified in paragraph 12 that they have permanently deleted such files and any excerpts thereof in compliance with this Order; *provided, however*, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

12. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Trust Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Trust Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 9(g); and (d) complied with the requirements in paragraph 11 concerning the deletion of any Confidential Trust Data.

13. Subject to the requirements of paragraphs 8 and 9 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

14. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular DBMP Claimants, including where such DBMP Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Production.

15. The Debtor shall reimburse DCPF and the Manville Trust for their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

16. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 9(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Trust Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Trust Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, Employer will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 9(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, I will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor, or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____

EXHIBIT M

1 APPEARANCES:

2 For Debtor/Defendant,
3 DBMP LLC:

Robinson, Bradshaw & Hinson, P.A.
BY: GARLAND CASSADA, ESQ.
KEVIN CRANDALL, ESQ.
101 N. Tryon Street, Suite 1900
4 Charlotte, NC 28246

5

Jones Day
BY: GREGORY M. GORDON, ESQ.
2727 North Harwood St., Suite 500
6 Dallas, Texas 75201

7

8

Jones Day
BY: JEFFREY B. ELLMAN, ESQ.
1221 Peachtree Street, N.E., #400
9 Atlanta, GA 30361

10 For Plaintiff, ACC:

Robinson & Cole LLP
BY: DAVIS LEE WRIGHT, ESQ.
1201 N. Market Street, Suite 1406
11 Wilmington, DE 19801

12

13

Robinson & Cole LLP
BY: KATHERINE M. FIX, ESQ.
1650 Market Street, Suite 3600
14 Philadelphia, PA 19103

15

Hamilton Stephens
BY: ROBERT A. COX, JR., ESQ.
525 North Tryon St., Suite 1400
16 Charlotte, NC 28202

17

18 For Plaintiff, Future
19 Claimants' Representative,
20 Sander L. Esserman:

Young Conaway
BY: EDWIN HARRON, ESQ.
SEAN GREECHER, ESQ.
ROBERT S. BRADY, ESQ.
1000 North King Street
21 Wilmington, DE 19801

22

23

Alexander Ricks PLLC
BY: FELTON E. PARRISH, ESQ.
1420 E. 7th Street, Suite 100
24 Charlotte, NC 28204

25 For Defendants, CertainTeed
LLC, et al.:

Goodwin Procter LLP
BY: HOWARD S. STEEL, ESQ.
620 Eighth Avenue
New York, NY 10018

1 APPEARANCES (via telephone):

2 For Defendants, CertainTeed Rayburn Cooper & Durham, P.A.
3 LLC, et al.: BY: JOHN R. MILLER, JR., ESQ.
4 227 West Trade Street, Suite 1200
5 Charlotte, NC 28202

6 For Manville Trust Matching Impresa Legal Group
7 Claimants: BY: DAVID I. BLEDSOE, ESQ.
8 600 Cameron Street
9 Alexandria VA 22314

10 For Plaintiff, ACC: Winston & Strawn LLP
11 BY: CARRIE V. HARDMAN, ESQ.
12 DAVID NEIER, ESQ.
13 200 Park Avenue
14 New York, NY 10166-4193

15 ALSO PRESENT (via telephone): SANDER L. ESSERMAN
16 Future Claimants' Representative
17 2323 Bryan Street, Suite 2200
18 Dallas, TX 75201-2689
19
20
21
22
23
24
25

1 The -- in, in Delaware the briefing has recently been
2 completed. There has been a motion filed by the DCPF Trusts
3 joined into by the claimants to stay proceedings, but -- and
4 that motion has been opposed. And there's been no ruling on
5 that.

6 So, so no. There's no evidence that the district
7 court has, is staying that proceeding pending the outcome of
8 the appeal. There's been, there's been no ruling on that. As
9 I indicated, it's, it's a different subpoena. It doesn't raise
10 the personal identifying --

11 THE COURT: I understand.

12 MR. CASSADA: -- information that was at the heart of
13 the --

14 THE COURT: I've, I've looked at the two subpoenas --

15 MR. CASSADA: -- the appeal.

16 THE COURT: -- since we last met, so.

17 Well, actually, out of all this, I think what
18 Mr. Wright said is, is the matter that's on my mind the most.
19 Let me just start with generalities.

20 Having watched from afar and not being well versed on
21 all the details, but watched the, the morass that has come out
22 in, in Bestwall over the last four or five years, I'm eager to
23 avoid some of that, if we can possibly do that. One of the
24 things in my mind that it strikes me that is, is contributing
25 is that all the parties want the broadest amount of discovery

1 possible to augment their case while, of course, wanting to
2 limit your opponent to samples. I don't mean anything
3 disrespectful about that. That's just natural lawyer tendency.

4 But on broad strokes, I would say that I would like to
5 see a sample as much as we possibly can in these cases just to
6 cut down the scope of the litigation with respect to the
7 current motions. That's just a broad statement of purpose, I
8 guess. So you can find anyone arguing about, about limiting is
9 going to hear, is going to find a, an ear that's willing to
10 listen in me, at least.

11 So turning to the motions. One, as to the motion to
12 anonymize, I don't think the James factors, Jacobson factors
13 are met. I don't have evidence. I don't have a showing that
14 those events, those criteria being met. So largely for the
15 reasons that have been argued by the debtor, I don't think we
16 can justify anonymizing. It's not just a question of what
17 prejudice there is to DBMP, but as the Fourth Circuit, of
18 course, and Judge Phillips says in that opinion that it -- it's
19 -- there's an independent duty by the court to make sure that
20 we keep open proceedings.

21 My order certainly not in my mind -- I never
22 envisioned, frankly, that I would be hearing the motion to
23 quash -- but I never envisioned that we would be applying that.
24 We were talking mostly about the take, if you will, from the,
25 from the matching and the inquiries by subpoena to those

1 trusts. We were not envisioning that parties would be
2 anonymous in other courts and I'll just say that on the record
3 very clearly for the benefit of the Delaware court if that
4 argument's being made. We were talking about what we could do
5 with the data that we got, not suggesting how another court
6 should run its docket or who should or should not be forced to
7 identify themselves. For all the reasons the debtor argues in
8 there, in that decision, the strong, strong preference that is
9 contemplated both in the Rules and the case law is that parties
10 are identified on the record and I don't have anything in this
11 circumstance other than "we just don't want to have that
12 information out there" that really would even start, even if
13 there was factual evidence to support it, that really gets you
14 there.

15 So that part, I think, I'm going to have to deny. Now
16 I realize there's a desire and that, in my mind, is an
17 appealable issue. So I'm inclined to stay that portion of it
18 for 30 days.

19 That will give opportunity to get to the district
20 court and see if you can get some, an emergency stay from them,
21 Mr. Bledsoe, on that particular point. No need to come to me
22 for the, the stay pending appeal. I don't see how I could
23 possibly grant a stay under the circumstances. I don't think
24 the legal standards are met. The factual evidence isn't there.
25 I don't see that being in accord with public policy.

1 So the bottom line is you have my blessing and we can
2 put it in the order that any stay pending appeal can go in the
3 first instance to the district court. I'm staying it for 30
4 days to offer that opportunity.

5 Now in the meantime, I'm also granting the -- excuse
6 me -- I am denying the motion to quash. I will tell you, as I
7 said, I think sampling is something that I strongly favor, but
8 I believe for the reasons that I've previously stated in a
9 prior order that we have protections here and that there's not
10 a real risk of harm. I favor the sampling for the reasons I
11 just said, primarily because it saves costs and, and
12 controversy, but I do know that in Bestwall that there has been
13 a lot of litigation of how to sample. It sounds to me like the
14 sampling there is, that what is being sought is cherry picking,
15 not sampling, but that's just a, an observation way at a
16 distance. I may be wrong about that.

17 But the point is I'm all for random representative
18 sampling as long as representative doesn't mean me picking the
19 cases I want. That doesn't sound random at all, but I'm not
20 going to require it in this instance because I believe the cost
21 of that process based on what you've been doing in Bestwall
22 will outweigh any benefit, at least as to this issue. But I do
23 recognize Mr. Wright's point. It is a little bit odd to be
24 talking about a, a wide-open discovery, even as we're talking
25 about sampling in other respects.

1 So don't take that as a license going forward. I want
2 to -- in this case I think it's as much burden to sample or
3 more than it would be to take everything here and I, given the
4 limited information that's provided, I don't think it's
5 warranted. But I do strongly suggest when y'all get into other
6 aspects of the case where you're wanting to, to make discovery
7 on individual lawyers and look at their case files and all that
8 sort of thing on both sides, that you're not asking me to let
9 you look at every file. Again, at the end of the day when we
10 get to estimation the goal is to figure out what the aggregate
11 liability is and I need representative information there, not
12 selected information that makes the case. That just makes it
13 harder to determine what the liabilities are.

14 So bottom line is I'm denying the motion to quash and
15 I'm basically on, also denying the motion to anonymize, but I'm
16 not staying the motion, the ruling on the subpoenaed
17 information. I'm just simply saying that 30 days from now
18 you're going to have to file a list of identifiers as to who
19 these parties are in this court and provide that information to
20 your opponents, okay? Everybody understand?

21 I'm planning to call on the debtor for the proposed
22 orders here. Run it by co-coun, opposing counsel for their
23 comments and send them on down.

24 MR. CASSADA: Will do, your Honor.

25 THE COURT: Anything else?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

I, Janice Russell, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

/s/ Janice Russell

August 15, 2022

Janice Russell, Transcriber

Date

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtor.

AC&S ASBESTOS SETTLEMENT TRUST,
COMBUSTION ENGINEERING 524(G)
ASBESTOS PI TRUST, GI HOLDINGS INC.
ASBESTOS PERSONAL INJURY
SETTLEMENT TRUST, GST SETTLEMENT
FACILITY, KAISER ALUMINUM &
CHEMICAL CORPORATION ASBESTOS
PERSONAL INJURY TRUST, QUIGLEY
COMPANY, INC. ASBESTOS PI TRUST, T H
AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL TRUST, and
YARWAY ASBESTOS PERSONAL INJURY
TRUST,

Petitioners,

v.

ALDRICH PUMP LLC and MURRAY BOILER
LLC,

Respondents,

VERUS CLAIMS SERVICES, LLC,

Interested Party,

NON-PARTY CERTAIN MATCHING
CLAIMANTS,

Interested Party.

Chapter 11
Underlying Case No.: 20-30608
(JCW)
(United States Bankruptcy Court
for the Western District of North
Carolina)

Case No.: 22-05116 (MAS-TJB)

Honorable Michael A. Shipp

Honorable Tonianne J.
Bongiovanni

**[PROPOSED] ORDER GRANTING RESPONDENTS
ALDRICH PUMP LLC AND MURRAY BOILER LLC'S
MOTION TO TRANSFER SUBPOENA-RELATED MOTIONS
TO THE ISSUING COURT, THE UNITED STATES
BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF
NORTH CAROLINA**

AND NOW, this _____ day of _____, 2022, this matter having come before the Court on Respondents Aldrich Pump LLC and Murray Boiler LLC's Motion to Transfer Subpoena-Related Motions to the Issuing Court, the United States Bankruptcy Court for the Western District of North Carolina [D.I. ____] (the "Motion"); the Court having reviewed the Motion and any objections, responses, and replies with respect thereto;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The following subpoena-related motions are hereby transferred to the

Bankruptcy Court for the Western District of North Carolina:

(i) Third-Party Asbestos Trusts' Motion to Quash Subpoenas and In Support of Stay, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Aug. 19, 2022) [D.I. 1];

(ii) Verus Claim Services, LLC's Motion to Quash Subpoena and to Stay, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Aug. 19, 2022) [D.I. 5];

(iii) Non-Party Certain Matching Claimants’ Joinders and Motion to Quash, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Sept. 2, 2022) [D.I. 13]; and

(iv) Non-Party Certain Matching Claimants’ Motion to Proceed Anonymously, *In re Aldrich Pump LLC, et al.*, No. 3:22-cv-05116-MAS-TJB (D.N.J. Sept. 2, 2022) [D.I. 14].

BY THE COURT:

U.S.D.J.