

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

OFFICIAL COMMITTEE OF ASBESTOS
PERSONAL INJURY CLAIMANTS,

Plaintiff,

v.

ALDRICH PUMP LLC, MURRAY BOILER
LLC, TRANE TECHNOLOGIES COMPANY
LLC, and TRANE U.S. INC.,

Defendants.

Adv. Pro. No. 21-03029

OFFICIAL COMMITTEE OF ASBESTOS
PERSONAL INJURY CLAIMANTS, on behalf
of the estates of Aldrich Pump LLC and Murray
Boiler LLC,

Plaintiff,

v.

INGERSOLL-RAND GLOBAL HOLDING
COMPANY LIMITED, TRANE
TECHNOLOGIES HOLDCO INC., TRANE
TECHNOLOGIES COMPANY LLC, TRANE
INC., TUI HOLDINGS INC., TRANE U.S.
INC., and MURRAY BOILER HOLDINGS
LLC

Defendants.

Adv. Pro. No. 22-03028

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.



**NON-DEBTOR DEFENDANTS’ OBJECTION TO
PLAINTIFF’S MOTION ON DISCOVERY PROCEDURES**

The non-Debtor defendants (“**Defendants**”) in the above-captioned adversary proceedings (the “**Active Adversary Proceedings**”) respectfully submit this objection to *Plaintiff’s Motion on Discovery Procedures* dated March 9, 2023 [Adv. Pro. No. 21-03029, Dkt. No. 119; Adv. Pro. No. 22-03028, Dkt No. 50] (the “**Motion**” or “**Mot.**”), filed by Plaintiff, the Official Committee of Asbestos Personal Injury Claimants (the “**Committee**”).²

PRELIMINARY STATEMENT

1. Although the parties agree on the vast majority of the terms of a discovery plan, two issues remain: (1) the initial number of depositions each party will be authorized to conduct; and (2) the initial level of detail that each party will be required to provide in a players’ list accompanying a privilege log (the “**Players’ List**”).

2. With respect to the first issue, Defendants—in response to the Committee’s proposal that each side have authority to conduct 30 depositions—proposed a compromise during the parties’ discussions that would set the initial number at 20 depositions per side, subject to an agreement to meet and confer if a party believes additional depositions are necessary and a reservation of any party’s right to seek further depositions for cause. The Committee refused to move from its position that it should be preemptively authorized to take 30 depositions (on top of the 22 depositions already taken in the Preliminary Injunction Proceeding (the “**PI Proceeding**”).

² The non-Debtor defendants in Adversary Proceeding 21-03029 (the “**Substantive Consolidation Proceeding**”) are Trane Technologies Company, LLC and Trane U.S. Inc., and in Adversary Proceeding 22-03028 (the “**Fraudulent Transfer Proceeding**”) are Trane Technologies Company, LLC, Trane U.S. Inc., Trane Technologies Global Holding Company Limited f/k/a Ingersoll-Rand Global Holding Company Limited, Trane Technologies Holdco Inc., Trane Inc., TUI Holdings Inc., and Murray Boiler Holdings LLC.

3. Defendants have never proposed to “limit the number of depositions Plaintiff may take.” Mot., ¶ 23. Rather, consistent with well-established precedent in this Circuit and others, the Committee may seek additional depositions if and when it exhausts the limits provided in the Federal Rules of Civil Procedure (the “**Federal Rules**”). For sound reasons, courts routinely reject motions for additional depositions before the moving party has exhausted (or, in this case, taken any of) the depositions allowed under the Federal Rules. The Committee’s request for additional depositions beyond the limit established by the Federal Rules is premature and disregards the extensive, overlapping discovery already undertaken in this bankruptcy proceeding, including the 22 depositions already taken in the PI Proceeding.³ Any request to exceed the number of depositions allowed by the Federal Rules should be evaluated in the context in which the need arises and should be subject to satisfying the burden of making a “particularized showing” required for additional discovery. For the reasons set forth in more detail below, the Committee has identified no need, at this time, to prospectively exceed the limits established by the Federal Rules, especially given the prior discovery in the PI Proceeding and the overlapping and largely undisputed facts at issue in the Active Adversary Proceedings.

4. With respect to the second issue, Defendants proposed that, in addition to the information that was provided for the over 300 individuals identified in the Players’ List accompanying the privilege log in the PI Proceeding (*i.e.*, individual names, email addresses, company/organization, and attorney/non-attorney designations), Defendants would also provide:

³ The subject matters of discovery identified in the Committee’s initial disclosures for the instant Active Adversary Proceedings overlap substantially with the Committee’s Federal Rule 30(b)(6) topics in the PI Proceeding. And of the 30 fact witnesses listed in the Committee’s initial disclosures for these proceedings, 16 were already deposed, at length, in the PI Proceeding. *Compare* Committee’s Initial Disclosures for Fraudulent Transfer Litigation (attached at Ex. 1), at 4; Committee’s Initial Disclosures for Substantive Consolidation Litigation (attached at Ex. 2), at 3-4; Notice of Deposition of Aldrich Pump LLC, Schedule B (attached at Ex. 3). Areas of overlap are highlighted in the attached exhibits.

(i) the dates that a professional was engaged by a Trane entity/entities and the names of the Trane entity/entities represented in such engagement; and (ii) the current title of each Trane employee and position(s) held by such individual with any Trane-affiliated entity as of the date the Players' List is prepared. Defendants further proposed that if, after reviewing the privilege log, the Committee believed additional information concerning an individual's title or position would be necessary to assess a privilege claim, Defendants would meet and confer with the Committee at that time to consider a request for further information. The Committee rejected Defendants' proposal and, instead, asserts that Defendants must provide detailed information concerning each Trane employee's entire employment history, including the dates of employment and all titles and positions held within the Trane organization, for the duration of each individual's employment with Trane.

5. Defendants have agreed to include in their Players' List more than sufficient employee information for the Committee to evaluate Defendants' privilege claims. The Committee never moved to challenge the sufficiency of the Players' List provided in connection with the PI Proceeding, presumably because that Players' List provided sufficient information for the Committee to assess the assertions of privilege. The Committee fails to explain why it now needs additional information to assess future privilege claims in connection with a privilege log that has not even been produced. Gathering such detailed information for each of potentially hundreds of employees would be a time-consuming and burdensome effort requiring a manual review of each employee's employment history—with no discernible benefit to the Committee's assessment of a privilege claim. For the reasons set forth in more detail below, the Committee has identified no need, at this time, for such detailed information concerning each employee and has shown no justification to impose such a burden on Defendants.

BACKGROUND

6. After entry of the Case Management Order, the parties held multiple meet and confer calls in an effort to reach an agreement on a consensual discovery plan. Notwithstanding the parties' efforts, two open issues remain: (1) the initial number of depositions each party will be authorized to conduct and (2) the initial level of detail that each party will be required to provide in a Players' List accompanying a privilege log. On March 9, 2023, the Committee filed its Motion seeking authority to conduct 30 fact depositions (in addition to the 22 depositions already taken in the PI Proceeding) and requiring Defendants to provide detailed information concerning the dates of employment and affiliation and roles of each employee identified on a privilege log. Mot., ¶¶ 2, 4.

ARGUMENT

I. THE COMMITTEE HAS NOT CARRIED ITS BURDEN TO MAKE A PARTICULARIZED SHOWING FOR ADDITIONAL DEPOSITIONS.

A. The Committee Has Already Taken Extensive Discovery Relevant To These Proceedings.

7. The Committee says Defendants make a "legally untenable" argument that the 22 depositions taken in the PI Proceeding are "somehow relevant to determining the appropriate number of depositions that should be taken the Active Adversary Proceedings." Mot., ¶ 3. While conceding there is "certainly overlap" between the PI Proceeding and these proceedings, *id.* at 10, the Committee nonetheless argues that the PI Proceeding involved "different relief" and "different issues" from these "entirely separate Active Adversary Proceedings." *Id.* at 4.

8. That these proceedings are "separate" from the PI Proceeding does not mean that the underlying, discoverable facts are materially different. The Federal Rule 30(b)(6) topics and much of the Committee's questioning of individual deponents overlap substantially with the subject matters for discovery identified by the Committee in its initial disclosures. *See supra* note

3. The suggestion that the Committee’s prior discovery into fraudulent transfer issues was “preliminary,” Mot., ¶ 3, ignores the extensive questioning on those subjects and Committee counsel’s prior statements to the contrary.⁴ The Motion makes no effort to identify any facts relevant to these proceedings that the Committee does not already know and understand.

9. But no one is arguing that the Committee should have no further depositions. The point is simply that discovery already taken in the PI Proceeding should inform the extent of discovery that is necessary here. *See, e.g., Archer Daniels Midland Co. v. Aon Risk Servs., Inc. of Minnesota*, 187 F.R.D. 578, 587 (D. Minn. 1999) (noting decision on request for additional depositions “is decidedly influenced” by the availability of depositions transcripts “amassed in the Phoenix litigation, . . . which involved issues which overlap certain of these presented here”).

B. The Presumptive Limits Under the Federal Rules.

10. Federal Rule 30, applicable here through Bankruptcy Rule 7030, provides that absent a stipulation to the contrary a party must obtain leave of court to conduct more than ten depositions. Fed. R. Civ. P. 30(a)(2)(A)(i). The collective limit under the Federal Rules for the Active Adversary Proceedings is fairly considered to be ten depositions. The overlap in the two proceedings is undeniable. Among other things:

- the Committee has identified the exact same 30 participant witnesses for both proceedings (*compare* Ex. 1 at 4-13 *with* Ex. 2 at 5-9);

⁴ Indeed, in *DBMP*, Winston & Strawn argued that it should be permitted to participate in the preliminary injunction depositions because the fraudulent transfer allegations were a “critical aspect of the preliminary injunction hearing.” *DBMP* Sept. 17, 2020 Hr’g Tr. at 10:21-11:25. In approving the firm’s participation, the Court held that the *DBMP* committee “shall not be entitled to a second deposition of such individual in connection with Winston’s investigative work to identify potential causes of action.” *DBMP, Order Regarding Scope of Engagement of Winston & Strawn LLP*, Dkt. 603, ¶ 2; *see also* Adv. Pro. No. 20-03041, Dkt. 151 at 32 (Committee opposition to motion for preliminary injunction in this case, arguing “Debtors also cannot demonstrate a substantial likelihood of confirmation given that the Corporate Restructuring bears the hallmarks of a fraudulent transfer”).

- the Committee’s descriptions of the subject matters of discovery across the two proceedings are nearly identical (*compare* Ex. 1 at 4 *with* Ex. 2 at 3-4);
- both the Case Management Order and the proposed discovery plan cover both actions simultaneously; and
- the Committee has acknowledged that the two actions seek the same remedy—“putting Humpty Dumpty back together again.”⁵

11. The Committee’s decision to file two separate adversary proceedings arising out of the same set of facts does not entitle them to double the presumptive discovery limits.⁶

12. Notwithstanding the above, Defendants have agreed that the Committee may presumptively take up to 20 depositions in these proceedings. And, again, Defendants have never proposed to “limit the number of depositions Plaintiff may take.” Mot., ¶ 23. The Committee may ask (and if necessary seek Court authority to take) additional depositions for good cause shown.

C. The Committee’s Arguments for Additional Depositions Are Premature and Unsupported.

13. A “court generally will not grant leave to increase the number of depositions until the moving party has exhausted the ten depositions permitted as of right under Rule 30(a)(2)(A).” *Small v. City of Wilmington*, 2018 WL 6068057, at *2 (E.D.N.C. Nov. 19, 2018) (citations omitted); *see also Wei-Ping Zeng v. Marshall Univ.*, 2019 WL 937328, at *3 (S.D. W. Va. Feb.

⁵ Mar. 3, 2022 Hr’g Tr. at 60:19-24 (“Well, the primary remedy that we’re seeking . . . and it’s the primary remedy in the subcon case, is the avoidance of the transaction – to put Humpty Dumpty back together again.”).

⁶ In *DBMP*, Committee counsel proposed that the Court eventually “would administratively consolidate the substantive consolidation litigation with the fraudulent transfer litigation.” *DBMP* Oct. 5, 2021 Hr’g Tr. at 170:14-171:1. The cases cited by the Committee concerning consolidation are irrelevant. *Intown Properties Mgmt., Inc. v. Wheaton Van Lines, Inc.*, 271 F.3d 164, 168 (4th Cir. 2001), simply provides a generic statement concerning the impact of consolidation; it has nothing to do with discovery limits. *Nicolosi v. Bell Sports, Inc.*, 2018 WL 10561915, at *1 (E.D.N.Y. Oct. 15, 2018), involved two different defendants and, likewise, has nothing to do with discovery limits. It dealt with the permissible breadth of discovery requests.

26, 2019) (same, citing *Small*); *Martensen v. Koch*, 2013 WL 11316743, at *1 (N.D. Cal. June 19, 2013) (“[C]ourts will generally not grant leave to expand the number of depositions until the moving party has exhausted the ten depositions permitted as of right under Rule 30(a)(2).” (quoting *Authentec, Inc. v. Atrua Techs., Inc.*, 2008 WL 5120767, at *1 (N.D. Cal. Dec. 4, 2008)); *Classic Soft Trim, Inc. v. Albert*, 2020 WL 6734394, at *3 (M.D. Fla. June 15, 2020) (“The moving party must ordinarily justify the necessity of the depositions already taken in the case before being permitted to conduct additional depositions.”).

14. The Committee’s request for 30 depositions—on top of the 22 depositions it has already taken in the PI Proceeding—is “premature.” *Wei-Ping Zeng*, 2019 WL 937328 at *3. The Committee “can only speculate that [it] will require testimony from more than [the limits of the Federal Rules].” *James v. Lee*, 2019 WL 3220156, at *3 (S.D. Cal. July 17, 2019). “At a minimum,” the Committee “should appropriately exhaust its current quota of depositions, in order to make an informed request for an opportunity to depose more witnesses, before seeking leave to depose a legion of others.” *Archer Daniels Midland*, 187 F.R.D. at 587; *see also S. F. Health Plan v. McKesson Corp.*, 264 F.R.D. 20, 21 (D. Mass. 2010) (observing the “purpose of the limitation in the rule is to force counsel to think long and hard about who they want to depose and to depose only those who are really important, so as to stay within the limit set by the rule”).

15. Moreover, even if the Committee’s request for additional depositions were to become ripe at some point in the future, the party seeking more than ten depositions “must make a particularized showing why extra depositions are necessary.” *Small*, 2018 WL 6068057, at *1; *see also Wi-Ping Zeng*, 2019 WL 937328, at *3 (“[C]ourts are disinclined to grant leave in the absence of a particularized showing of the need for additional discovery.” (citations omitted)). “The burden of persuading the court that additional depositions are necessary rests with the party

seeking to take added depositions.” *Small*, 2018 WL 6068057, at *1 (citing *Talismanic Proprs., LLC v. Tipp City, Ohio*, 309 F. Supp. 3d 488, 497 (S.D. Ohio 2017)). None of the Committee’s arguments for additional depositions comes close to carrying that burden now.

16. *First*, simply listing the names of individuals with potential discoverable information—as the Committee has done here—is insufficient. *See Small*, 2018 WL 6068057, at *1 (“[T]hat more than the allotted number of individuals may have discoverable information in a case does not signify that additional depositions are required.”); *Archer Daniels Midland*, 187 F.R.D. at 587 (“Although Aon has identified 47 proposed deponents, and has broadly stated the supposed relevance of their testimony, it has made no showing that each of the deponents is essential to its discovery”); *Talismanic Properties*, 309 F. Supp. 3d at 497 (“[T]he mere fact that more than ten individuals may have discoverable information in a case does not mean that taking more than ten depositions makes sense.” (quoting *United States v. Goertz*, 2010 WL 2900309, at *1 (W.D. Tex. July 20, 2010))); *Martensen*, 2013 WL 11316743, at *1 (“Merely asserting that there are 40 identified percipient witnesses is insufficient since ‘[t]he number of potential witnesses does not justify deposing everyone.’” (citations and internal quotation marks omitted)).⁷

17. The Committee’s disclosures here provide even less support for additional depositions. While initial disclosures typically identify the “subjects of the information” for each specific witness, Fed. R. Civ. P. 26(a)(1)(A), the Committee’s disclosures list 30 witnesses under

⁷ The Committee’s citations to decisions where parties took more than ten depositions, *United States v. Duke Energy Corp.*, 2002 WL 31844699, at *1 (M.D.N.C. Dec. 18, 2002) and *Davis v. Rouse*, 2012 U.S. Dist. LEXIS 34154 at *4-5 (D. Md. Mar. 13, 2012), are inapposite. *Duke Energy* did not even involve a motion to take additional depositions, and it is unclear if the parties first exhausted the depositions allowed under the Federal Rules. In *Davis*, it appears the plaintiff first used some or all of his initial depositions before seeking additional depositions, first by stipulation and then by motion. *See* 2012 U.S. Dist. LEXIS 34154 at *1. And the Committee neglects to mention that the court largely rejected plaintiff’s motion for additional depositions, noting the plaintiff’s “proverbial wild goose chase” and failure to make prudent use interrogatories in lieu of depositions. *Id.* at *4.

a single generic description. *See* Exs. 1 & 2. Moreover, 16 of those 30 individuals have already been deposed, while the rest are comprised largely of individuals with no demonstrated involvement in the decision to undergo Project Omega or any other relevant issue.⁸

18. *Second*, there is no support for the Committee’s apparent suggestion that the presumptive limits for depositions should not apply to cases involving “questions about intent and motive.” Mot., ¶ 24. Many decisions rejecting motions for additional depositions involve such claims.⁹ None of the Committee’s cases about “intent and motive” have anything to do with limits on depositions or other forms of discovery. All involved situations where courts held that dispositive motions were granted prematurely before discovery was conducted.

19. *Finally*, the fact that the parties in *DBMP* agreed to additional depositions in their discovery plan does not support departing from the well-established rule that, absent an agreed stipulation, a request for additional depositions before a party has exhausted its existing limits is premature. Nor does the parties’ agreement in *DBMP* somehow provide the “particularized showing” necessary to support additional depositions in these cases. While counsel for Defendants here were not involved in any discussions on deposition limits in *DBMP*, we understand that the

⁸ This includes an administrative assistant, a former General Counsel who departed Trane in 2015 (years before the corporate restructuring took place), and witnesses whose involvement with Project Omega concerned irrelevant ancillary matters, such as tax and accounting issues. Nor does the Committee’s listing of Jones Day lawyers in its disclosures support its request for additional depositions. *See CTB, Inc. v. Hog Slat, Inc.*, 2016 WL 1244998, at *6 (E.D.N.C. Mar. 23, 2016) (“The Federal Rules do not prohibit deposing an opposing party’s attorney, although such requests are often looked upon with disfavor Most courts allowing such depositions require the party seeking the deposition to ‘establish a legitimate basis for requesting the deposition and demonstrate that the deposition will not otherwise prove overly disruptive or burdensome.’” (internal citations omitted)).

⁹ *See, e.g., Marseet v. Rochester Inst. of Tech.*, 2023 WL 533288, at *2 (W.D.N.Y. Jan. 27, 2023) (discrimination and retaliation claim); *Premier Constr. & Remodel, Inc. v. Mesa Underwriters Specialty Ins. Co.*, 2019 WL 8138041, at *1 (C.D. Cal. Nov. 14, 2019) (alleging claims for bad faith and wrongful disclaimer of insurance coverage); *Wei-Ping Zeng*, 2019 WL 937328 at *3; *Wei-ping Zeng v. Marshall Univ.*, 370 F. Supp. 3d 682 (S.D. W. Va. 2019) (alleging claims for conspiracy to violate civil rights and retaliation); *Classic Soft Trim*, 2020 WL 6734394, at *3 (alleging claims for breach of fiduciary duty/loyalty, deceptive trade practices, intentional inference with employee/employer relations, and fraud); *Alaska Elec. Pension Fund v. Pharmacia Corp.*, 2006 WL 6487632, at *4 (D.N.J. Aug. 22, 2006) (securities fraud action).

plaintiffs' initial disclosures in *DBMP* identified a significant number of alleged decision-makers (including executives located in France) not previously deposed. Here, by contrast, the Committee's disclosures includes 16 individuals who have already been deposed and numerous individuals with no demonstrated importance.

20. The Committee's request for additional depositions should be denied at this time.

II. THE COURT SHOULD DENY THE COMMITTEE'S PREMATURE AND DISPROPORTIONATELY BURDENSOME REQUEST FOR DEFENDANTS TO SUPPLY DETAILED EMPLOYEE INFORMATION ON THEIR PLAYERS' LIST.

21. For each individual employed by Defendants and/or their affiliates listed in any Defendant's privilege log, the Committee demands that Defendants identify in their Players' List such individual's "(i) dates of employment and/or affiliation to each Defendant and (ii) the relationship(s) (i.e., title(s) and role(s)) to each Defendant." Mot., ¶ 27. The Court should deny the Committee's request because: (a) Defendants already agreed to provide more than enough employee information to evaluate their privilege assertions; (b) the burdens and costs of collection outweigh any discernable benefit of such information; and, in any event, (c) the Committee's demand is entirely premature.

22. As an initial matter, while the Committee argues it is "critical" for Defendants to provide this additional information, Mot., ¶ 28, the Federal Rules include no such requirement. Under Federal Rule 26, a privilege log must "describe the nature of the documents, communications, or tangible things not produced or disclosed—and do so in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim." Fed. R. Civ. P. 26(b)(5)(A). Crucially, "[a] privilege log meets this standard, even if not detailed, if it identifies 'the nature of each document, the date of its transmission or creation, the author and recipients, the subject, and the privilege asserted.'" *Johnson v. Ford Motor Co.*, 2016 WL

1241538, at *7 (S.D.W. Va. Mar. 28, 2016) (quoting *Clark v. Unum Life Ins. Co. of Am.*, 799 F. Supp. 2d 527, 536 (D. Md. 2011)).

23. Between the privilege logs and accompanying Players' List, Defendants will provide all information required by the Federal Rules—and then some.¹⁰ For each individual employed by a Defendant and/or affiliate listed on a privilege log, Defendants have agreed to include on their Players' List: (a) the employer or organization; (b) the current title; (c) the current positions held with any affiliate; (d) the e-mail addresses; (e) the usernames; and (f) if the individual is an attorney or paralegal.¹¹

24. The information Defendants will provide exceeds what a privilege log typically includes, and easily satisfies the Federal Rules' requirement that a party asserting privilege provide information sufficient to enable the other side to assess the party's privilege claims. *See N.L.R.B. v. Interbake Foods, LLC*, 637 F.3d 492, 502 (4th Cir. 2011) (finding a party made a *prima facie* showing of privilege by producing a log that “identified the nature of each document, the date of its transmission or creation, the author and recipients, the subject, and the privilege asserted”); *Sky Angel U.S., LLC v. Discovery Commc'ns, LLC*, 28 F. Supp. 3d 465, 483 (D. Md. 2014) (“A party can sustain this burden through a properly prepared privilege log that identifies each document withheld, and contains information regarding the nature of the privilege/protection claimed, the name of the person making/receiving the communication, the date and place of the communication, and the document's general subject matter.”), *aff'd*, 885 F.3d 271 (4th Cir. 2018); *Johnson*, 2016

¹⁰ As an example, Defendants' privilege logs produced in the PI Proceeding included, for each document withheld: the custodians, file type, email received date/time, created date/time, email from/to/cc/bcc, author, privilege designation, and privilege description, among other information. Defendants' privilege logs produced in the Active Adversary Proceedings will include similar categories of information.

¹¹ For sake of clarity, Defendants have agreed to provide each individual's employer/organization, title, and positions as of the date of Defendants' production of their privilege logs. Requiring Defendants to go back years—or longer—to search the employment history of each individual for every employer/organization, title, and position imposes a disproportionate burden that the Committee does not, and cannot, justify.

WL 1241538, at *7 (finding a privilege log adequate where the “document descriptions, along with the other information contained in the log, adequately permit Plaintiffs ‘to make an intelligent determination about the validity of the assertion of the privilege’” (quoting *Auto. Club of New York, Inc. v. Port Auth. of New York & New Jersey*, 2014 WL 2518959, at *5 (S.D.N.Y. June 4, 2014))).¹²

25. The employee information Defendants agreed to include in their Players’ List, as set forth above, should be sufficient for the Committee to assess any future privilege claim. In its Motion, the Committee fails to explain why Defendants’ proposed employee information is not sufficient for the Committee to assess Defendants’ future privilege claims. Nor does the Committee articulate any single reason why it needs the dates of employment or affiliation and roles of each employee identified on Defendants’ privilege logs. Instead, the Committee baldly asserts it will need this additional information “to allow a meaningful assessment of Defendants’ privilege assertions.” Mot., ¶ 28. Yet the Committee’s claim is belied by the fact that it never took issue with the Players’ List produced in the PI Proceeding, despite it including less information than Defendants have agreed to provide in the Players’ List for the Active Adversary Proceedings.

26. Given that the Committee has failed to demonstrate any need for the dates of employment or affiliation and roles of each employee (throughout their employment tenure) identified on Defendants’ privilege logs, requiring the Players’ List to contain this additional information at this time will only serve to inflict an undue burden on Defendants that is disproportionate to the needs of the case. *See Companion Pro U.S. Bank Nat’l Ass’n v. Triaxx*

¹² See also *Club Level, Inc. v. City of Wenatchee*, 618 F. App’x 316, 319 (9th Cir. 2015); *3rd Eye Surveillance, LLC v. United States*, 155 Fed. Cl. 355, 361 (Fed. Cl. 2021); *Hepburn v. Workplace Benefits, LLC*, 2014 WL 12623294, at *6 (E.D.N.C. Apr. 18, 2014); *Bartholomew v. Avalon Cap. Grp., Inc.*, 278 F.R.D. 441, 447 (D. Minn. 2011).

Asset Mgmt. LLC, 2021 WL 4973611, at *2 (S.D.N.Y. Oct. 25, 2021) (“[P]roportionality is an issue in evaluating privilege logs, just as it is with other aspects of discovery.”); *Companion Prop. & Cas. Ins. Co. v. U.S. Bank Nat’l Ass’n*, 2016 WL 6539344, at *2 (D.S.C. Nov. 3, 2016) (“A court has discretion to limit a party’s burden of preparing a Rule 26(b)(5) privilege log.”). The Committee’s speculation that Defendants’ burden “should be minimal,” Mot., ¶ 30, should be rejected out of hand. The Players’ List from the PI Proceeding was 15 pages long and identified over 300 individuals, including over 250 employees. If Defendants produce a Players’ List of a similar size for the Active Adversary Proceedings, then Defendants anticipate having to collect the dates of employment or affiliation and roles of around 250 employees—a clearly disproportionate burden.

27. In any event, the Committee’s demand for additional employee information—without first determining if it can analyze a privilege claim from the contents of the Players’ List Defendants have agreed to provide—is entirely premature. See *Sky Angel U.S., LLC*, 28 F. Supp. 3d at 483 (explaining that “[i]n written discovery, ensuring that a privilege or protection is asserted properly in the first instance and maintained thereafter, involves several steps,” the first of which is issuing a properly prepared privilege log).¹³ The Committee cannot credibly claim to require this additional employee information until it has received and reviewed Defendants’ privilege logs and the Players’ List in the Active Adversary Proceedings. Indeed, several of the cases relied on by the Committee required parties to include only the information in their privilege logs that

¹³ In this regard, the bulk of the cases cited by the Committee, Mot., ¶¶ 28-29, concerned motions brought in the face of patently deficient privilege logs that prevented the complaining party from adequately assessing a claim of privilege. See, e.g., *Progressive Se. Ins. Co. v. Arbormax Tree Serv., LLC*, 2018 WL 4431320, at *8 (E.D.N.C. Sept. 17, 2018) (finding a privilege log deficient because, among other things, it failed to provide any identification for certain listed individuals); *In re Fresh & Process Potatoes Antitrust Litig.*, 2014 WL 2435581, at *5 (D. Idaho May 30, 2014) (addressing motion to compel and finding a privilege log did not contain sufficient facts to ascertain whether the withheld communications were privileged); *Hepburn*, 2014 WL 12623294, at *4 (addressing motion to compel production of documents that plaintiff claimed were not privileged based on insufficient log descriptions).

Defendants have already agreed to furnish. *See, e.g., Mt. Hawley Ins. Co. v. Adell Plastics, Inc.*, 2017 WL 3621184, at *4 (D. Md. Aug. 22, 2017) (directing party on a motion to compel, “to fully identify the individuals referenced and their job titles”); *Brainware, Inc. v. Scan-Optics, Ltd.*, 2012 WL 2872812, at *2 (E.D. Va. July 12, 2012) (noting defendants “have not identified the roles, offices, and companies of each person named in the privilege log”).

28. If after reviewing Defendants’ privilege logs and Players’ List, the Committee claims to need additional information for one or more specific individuals in order to assess Defendants’ privilege assertions, Defendants propose that the parties meet and confer at such time to discuss the production of such additional information.

29. Accordingly, for the reasons set forth above, the Court should reject the Committee’s demand for Defendants to include in the Players’ List the dates of employment or affiliation and roles of each employee identified on Defendants’ privilege logs.

CONCLUSION

For the foregoing reasons, Defendants respectfully request the Motion be denied and the Court enter the discovery plan attached to the Motion subject to the modifications set forth in **EXHIBIT 4** attached hereto, together with such other and further relief as the Court deems just and proper.

Dated: March 23, 2023

Respectfully submitted,

/s/ Bradley R. Kutrow

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LLC, Trane U.S. Inc., Trane Technologies
Global Holding Company Limited, Trane
Technologies Holdco Inc., Trane Inc., TUI
Holdings Inc., and Murray Boiler Holdings
LLC in the Fraudulent Transfer Proceeding*

Exhibit 1

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

In re

ALDRICH PUMP LLC, *et al.*,

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

OFFICIAL COMMITTEE OF ASBESTOS
PERSONAL INJURY CLAIMANTS, on behalf of
the estates of Aldrich Pump LLC and Murray Boiler
LLC,

Plaintiff,

Adv. Pro. No. 22-03028 (JCW)

v.

INGERSOLL-RAND GLOBAL HOLDING
COMPANY LIMITED, TRANE TECHNOLOGIES
HOLDCO INC., TRANE TECHNOLOGIES
COMPANY LLC, TRANE INC., TUI HOLDINGS
INC., TRANE U.S. INC., and MURRAY BOILER
HOLDINGS LLC,

Defendants.

**PLAINTIFF’S INITIAL DISCLOSURES PURUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 26(a)(1)**

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, made applicable to this adversary proceeding by Rule 7026 of the Federal Rules of Bankruptcy Procedure, and the *Case Management Order* (Adv. Pro. No. 22-ap-03028, ECF No. 39), plaintiff Official Committee of Asbestos Personal Injury Claimants (the “Committee”) of Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray,” and together with Aldrich, the “Debtors”), by and through its undersigned attorneys, hereby provides the following initial disclosures to defendants Ingersoll-Rand Global Holding Company Limited (“IRGH”), Trane Technologies HoldCo Inc. (“TT

HoldCo”), Trane Technologies Company LLC (“New TTC”), Trane Inc., TUI Holdings Inc. (“TUI Holdings”), Trane U.S. Inc. (“New Trane”), and Murray Boiler Holdings LLC (“Murray Holdings,” and together with IRGH, TT HoldCo, New TTC, Trane Inc., TUI Holdings, and New Trane, the “Defendants”).

PRELIMINARY STATEMENT

The Committee makes these initial disclosures based on information reasonably available to it at this time pursuant to Federal Rule of Civil Procedure 26(a)(1). These initial disclosures are made without prejudice to the Committee’s ability to produce or rely upon, during discovery or at trial, witnesses, information, data, documents or other materials that are subsequently: (i) discovered; (ii) determined to be relevant, for any purpose; or (iii) determined to have been omitted from these disclosures and any supplemental disclosures. By making these disclosures, the Committee does not represent that it is identifying or producing every witness or document that it might use in support of its claims. In addition, it is possible that some individuals listed herein may not, in fact, possess significant information regarding the Committee’s claims, or may only have knowledge which is duplicative of knowledge possessed by other individuals.

The Committee further states that Defendants are currently better positioned to identify witnesses likely to possess discoverable information relevant to the Committee’s claims and that the vast majority of the documents, electronically stored information, and tangible things it will use to support its claims and defenses belong to the Defendants, the Debtors, or other entities within the Trane Organization¹ and thus are already in the possession, custody, or control of Defendants. Indeed, much of the discoverable information relevant to the Committee’s claims is

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the complaint filed in this action, *Official Committee of Asbestos Personal Injury Claimants v. Ingersoll-Rand Global Holding Co. Ltd., et al.*, Adv. Pro. No. 22-003028 (JCW) (Bankr. W.D.N.C. Jun. 18, 2022) (ECF No. 1) (the “Complaint”).

uniquely in Defendants' possession, custody, and/or control. Further, the Committee's investigation of discoverable information supporting its claims is ongoing.

The Committee makes these initial disclosures subject to and without waiving its rights to object to the use of, or reliance upon, the information or documents referenced, described, or suggested herein at trial, deposition, hearing, or for any other purpose, on the basis of attorney-client privilege, work product protection, relevancy, competency, materiality, undue burden, admissibility, hearsay or any other grounds. The Committee reserves the right to object to any subsequent discovery request(s) whether or not directed to subject matters described herein. The Committee further reserves all objections available to it concerning the production of a requested witness or document or the scope of the inquiry to be had of a witness, and specifically reserves all applicable privileges and work product protections.

These initial disclosures are based upon information currently in the Committee's possession, custody or control. The Committee reserves the right to supplement or amend these initial disclosures in light of further discovery, factual investigation, trial preparation, and/or as additional information becomes available. The Committee also reserves the right to rely on discoverable information from sources identified in the initial disclosures of any other party.

INITIAL DISCLOSURES

- I. **Fed. R. Civ. P. 26(a)(1)(A)(i): The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.**

Based on information currently available to the Committee, and without waiving the Committee's rights to amend, supplement, or otherwise modify these initial disclosures, and preserving any and all objections, the individuals identified below are likely to have discoverable information that the Committee may use to support its claims (other than individuals and entities

that the Committee may use solely for impeachment and not including any expert(s) or consultant(s) who may be retained), including but not limited to the following subjects: (i) the facts and circumstances surrounding the decision to engage in the Corporate Restructuring, including any and all alternatives or options considered to address the Trane Organization's asbestos liabilities; (ii) the planning and implementation of the Corporate Restructuring, including the role of in-house and outside counsel; (iii) the facts and circumstances surrounding Aldrich's filing for bankruptcy on or about June 18, 2020, including any alternatives or other options considered to address the asbestos liabilities; (iv) the facts and circumstances surrounding the Murray's filing for bankruptcy on or about June 18, 2020, including any alternatives or other options considered to address the asbestos liabilities; (v) the drafting, execution, and amendment of the Funding Agreements, other intercompany agreements, and any other agreement relevant to the Corporate Restructuring; (vi) the asbestos litigation history of Ingersoll-Rand/Old TTC, Old Trane, Aldrich, Murray, and/or other entities within the Trane Organization; (vii) the formation and/or corporate history of Defendants, their predecessor entities, and other entities within the Trane Organization; and (viii) corporate, business, and financial records of Defendants, Aldrich, Murray, Ingersoll-Rand/Old TTC, Old Trane, and/or other entities within the Trane Organization:

1. Cathleen Bowen
Global Legal Controller
Trane Technologies Company LLC
800-E Beaty Street
Davidson, North Carolina 28036

c/o McCarter & English, LLP
825 Eighth Avenue, 31st Floor
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(212) 609-6810
2. David Brennan
Columbia Plant Transformation Leader
Former Vertical Market Growth Director

Former Strategic Growth Program Leader
Former Commercial HVAC Americas
Former Transformation Program Management Leader
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(704) 655-4000

c/o McCarter & English, LLP
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(212) 609-6810

3. Sara Brown
Former Assistant Secretary, Vice President, and Deputy General Counsel –
Corporate Finance, Securities and Corporate Law
Trane Technologies plc and its subsidiaries including Trane Technology HoldCo.
Inc., Trane Technologies Company LLC, TUI Holdings Inc., Trane U.S. Inc.,
Murray Boiler Holdings LLC, 200 Park, Inc., and ClimateLabs LLC
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(704) 655-4000

Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
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Greensboro, North Carolina 27420
(336) 373-8850

Current address and telephone number unknown.

4. Richard Daudelin
Former Director and Treasurer, Trane Technology HoldCo. Inc.
Former Director and Treasurer, TUI Holdings Inc.
Former Director and Treasurer, Trane U.S. Inc.
Former Director and Treasurer, Murray Boiler Holdings LLC
Former Director, Trane Holding Limited
Former Treasurer, Trane Technologies Company LLC
Former Treasurer, 200 Park, Inc.
Former Treasurer, ClimateLabs LLC
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(704) 655-4000

- and -

Former Director

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5. Marc Dufour
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Former General Counsel
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8. Sandra Hamrick
Executive Assistant to Evan Turtz
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14. Lawrence Kurland
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Director, TUI Holdings Inc.
Director, Trane Holding Limited
Director, TUI Holdings Inc.
Director, Thermo King Corporation
Director, Trane Technologies HoldCo Inc.
Manager, Murray Boiler Holdings LLC
Vice President, Trane Technologies Company LLC
Vice President, ClimateLabs LLC
Former Director and Vice President, 200 Park, Inc.
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Former Director and Chairman and Chief Executive Officer, Trane Technologies plc
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Former Vice President and Deputy General Counsel, Ingersoll Rand Global Holding Company Limited
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21. David Regnery
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22. Amy Roeder
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Finance Director-Information Technology & Legal, Trane Technologies Company LLC
Director and Chief Financial Officer, 200 Park, Inc.
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23. Robert Sands
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25. Allan Tananbaum
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26. Evan Turtz
Director and Senior Vice President, General Counsel, and Secretary, Ingersoll-
Rand Global Holding Company Limited
Director and President and Secretary, Trane Technologies HoldCo. Inc.
Director and Senior Vice President, General Counsel and Secretary Assistant
Treasurer, Trane Technologies Company LLC
Director and President and Secretary, TUI Holdings Inc.
Director and Vice President and Secretary, Trane U.S. Inc.
Manager and President and Secretary, Murray Boiler Holdings LLC
Director and President and Secretary, Trane Holding Limited
Vice President and Secretary, 200 Park, Inc.
Vice President and Secretary, ClimateLabs LLC
Senior Vice President and General Counsel, Trane Technologies plc
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27. Christopher Uhlich
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28. Manlio Valdes
Manager and President, Aldrich Pump LLC and Murray Boiler LLC
Vice President Product Management, The Americas, Trane Commercial HVAC,
Trane Technologies Company LLC
Director and President, 200 Park, Inc.
Director and President, Climate Labs LLC
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29. Mikhael Vitenson
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30. Robert Zafari
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Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
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Greensboro, North Carolina 27420
(336) 373-8850

Current address and telephone number unknown.

Further to the above, the following individuals who advised Trane Technologies Company LLC (“Old TTC”) and Trane U.S. Inc. (“Old Trane”) in connection with the Corporate Restructuring and/or subsequently represented Debtors in connection with the ensuing bankruptcy filing are likely to have discoverable information as to the aforementioned topics set forth in categories (i) through (viii) above:

31. Former and/or Current Attorneys at Jones Day:

- a. Mark A. Cody
Jones Day
110 North Wacker Drive, Suite 4800
Chicago, Illinois 60606
- b. Bryan E. Davis
Jones Day
1221 Peachtree Street, N.E., Suite 400
Atlanta, Georgia 30361
- c. Brad B. Erens
Jones Day
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- d. Greg M. Gordon
Jones Day
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Dallas, Texas 75201
- e. Jim Jones
Jones Day
2727 North Harwood Street, Suite 500
Dallas, Texas 75201
- f. Troy Lewis
Jones Day
2727 North Harwood Street, Suite 500
Dallas, Texas 75201

The Committee’s identification of the above individuals does not constitute an admission by the Committee that these individuals in fact have relevant or discoverable information. Further,

these individuals may have discoverable information on other subjects, in addition to those listed above, which the Committee may use to support its claims.

In addition to the individuals identified above, the Committee also identifies all persons identified in the initial disclosures of any party in this action, as well as all persons named in witness lists served by any party in this action and all individuals deposed in this action. The Committee's investigation of the facts and circumstances relating to its claims is ongoing and the Committee reserves the right to revise, amend, supplement, and/or disclose additional individuals, including third parties, as the action proceeds. The Committee reserves its right to seek the location and telephone number for each individual likely to have discoverable information who is currently and/or formerly employed and/or retained by the Debtors, Defendants and/or any of their affiliates.

II. Fed. R. Civ. P. 26(a)(1)(A)(ii): A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

The Committee contends that the bulk of the documents, electronically stored information, and tangible things it will use to support its claims and defenses belong to the Defendants, Debtors, or other entities within the Trane Organization and thus already in the possession, custody, or control of Defendants. Such categories of documents, electronically stored information, and tangible things in the Committee's possession, custody, or control that it may use to support its claims in this action include documents previously produced by Debtors, including for example:

1. Organizational charts of Debtors, Defendants, and other entities within the Trane Organization;
2. Agreements and amendments thereto related to the Corporate Restructuring, including agreements by and among Debtors, Defendants, and/or other entities within the Trane Organization;

3. Certificates of incorporation, by-laws, and similar transactional documents concerning Debtors;
4. Documents and communications relating to the Corporate Restructuring;
5. Documents and communications relating to Project Omega;
6. Agendas, meeting minutes, presentation materials, and other documents and communications prepared for, provided to, or otherwise disseminated to the Debtors' Board of Directors;
7. Documents and communications relating to the financial status of Debtors, Defendants, and certain other entities within the Trane Organization, including budgets, profit and loss statements, financial statements, accounting memoranda;
8. Documents and communications relating to each Debtor's decision to file for bankruptcy;
9. Documents and communications relating to confidentiality, non-disclosure, and/or similar agreements entered into in connection with the Corporate Restructuring and/or Project Omega;
10. Documents and communications concerning asbestos-related litigation and/or resolution of claims;
11. Documents cited or otherwise referenced in the Complaint.

Notwithstanding the above, the Committee is unable to specifically identify documents at this time that are not within the Committee's possession, custody, or control from prior productions by Debtors and/or other entities within the Trane Organization, including any non-Defendant documents. In addition, the Committee reserves the right to use any materials identified in the initial disclosures of any party in this or any related action and/or produced by any other party or

non-party in this or any related action to support its claims. The Committee's investigation of the facts and circumstances relating to its claims is ongoing, and the Committee reserves the right to revise, amend, or supplement this disclosure and/or identify other documents to support its claims or defenses as the action proceeds.

III. Fed. R. Civ. P. 26(a)(1)(A)(iii): A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

As set forth in the Complaint, the Committee discloses that, as pertinent to the Defendants, it seeks to avoid the Corporate Restructuring that separated Ingersoll-Rand/Old TTC's and Old Trane's asbestos liabilities from Defendants' assets for the benefit of the Debtors, the Debtors' estates, and the Debtors' creditors.

In addition, because Defendants' conduct was wanton, willful, malicious, and outrageous, and was done intentionally or with subjective appreciation and conscious disregard for the risk of harm to the legal rights and interests of a very limited and specific subset of Ingersoll-Rand's/Old TTC's and Old Trane's creditors—namely, the victims of asbestos exposure caused by the conduct of Ingersoll-Rand/Old TTC and Old Trane and their predecessors—the Committee seeks to recover punitive damages for the benefit of the Debtors, the Debtors' estates, and the Debtors' creditors, and post-judgment interest thereon.

The Committee also seeks an award of attorneys' fees, costs, disbursements, and other expenses, and such damages as may be recoverable.

The specific amount of damages will not be ascertainable until the Committee has had the benefit of additional discovery including, if necessary, expert testimony.

IV. Fed. R. Civ. P. 26(a)(1)(A)(iv): For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(iv), the Committee is not currently aware of any specific insurance agreements under which an insurance business may be liable to satisfy all or part of a possible judgment in this action, or to indemnify or reimburse for payments made to satisfy such a judgment.

Dated: February 8, 2023

HAMILTON STEPHENS STEELE
+ MARTIN, PLLC

/s/ Robert A. Cox, Jr.

Glenn C. Thompson (Bar No. 37221)
Robert A. Cox, Jr. (Bar No. 21998)
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*Local Counsel to the Official Committee of
Asbestos Personal Injury Claimants*

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Todd E. Phillips (admitted *pro hac vice*)
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dwright@rc.com

*Counsel to the Official Committee
of Asbestos Personal Injury Claimants*

Exhibit 2

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

| | | |
|---|---|------------------------|
| In re | : | Chapter 11 |
| ALDRICH PUMP LLC, <i>et al.</i> , ¹ | : | No. 20-30608 (JCW) |
| Debtors. | : | (Jointly Administered) |
| : | | |
| OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS, | : | |
| Plaintiff, | : | |
| v. | : | Adversary Proceeding |
| ALDRICH PUMP LLC, MURRAY BOILER LLC, TRANE TECHNOLOGIES COMPANY LLC, and TRANE U.S. INC., | : | No. 21-03029 (JCW) |
| Defendants. | : | |
| : | | |

PLAINTIFF’S RULE 26(a)(1) INITIAL DISCLOSURES

The Official Committee of Asbestos Personal Injury Claimants (“**Committee**” or “**Plaintiff**”) hereby, through undersigned counsel, makes these initial disclosures to Aldrich Pump LLC (“**Aldrich**”), Murray Boiler LLC (“**Murray**,” and together with Aldrich, “**Debtors**”), Trane Technologies Company LLC (“**TTC**”), and Trane U.S. Inc. (“**Trane**,” and together with TTC, “**Nondebtor Affiliates**,” and with Debtors and TTC, “**Defendants**”) in accordance with Federal Rule of Bankruptcy Procedure 7026, Federal Rule of Civil Procedure 26(a)(1), and paragraph C.5.ii of the *Case Management Order*, Adv. Pro. No. 3:21-03029 (JCW), Dkt. No. 117.²

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 Beatty Street, Davidson, North Carolina 28036.

² These initial disclosures incorporate by reference Plaintiff’s initial disclosures in Adv. Pro. No. 22-03028 (JCW), which are being served simultaneously herewith.

PRELIMINARY STATEMENT

Plaintiff makes these initial disclosures based on information reasonably available to it at this time in accordance with Federal Rule of Civil Procedure 26(a)(1). These initial disclosures are made without prejudice to Plaintiff's ability to produce or rely upon, during discovery or at trial, witnesses, information, data, documents, or other materials that are subsequently: (i) discovered; (ii) determined to be relevant, for any purpose; or (iii) determined to have been omitted from these disclosures and any supplemental disclosures. By making these disclosures, Plaintiff does not represent that it is identifying or producing every witness or document that it might use in support of its claims. In addition, it is possible that some individuals listed herein may not, in fact, possess significant information regarding Plaintiff's claims, or may only have knowledge which is duplicative of knowledge possessed by other individuals.

Plaintiff further states that Defendants are currently better positioned to identify witnesses likely to possess discoverable information relevant to Plaintiff's claims and that the vast majority of the documents, electronically stored information, and tangible things it will use to support its claims and defenses belong to Defendants or other entities within the Trane Technologies plc ("**Trane plc**") enterprise group³ and thus are already in the possession, custody, or control of Defendants. Indeed, much of the discoverable information relevant to Plaintiff's claims is uniquely in Defendants' possession, custody, and/or control. Further, Plaintiff's investigation of discoverable information supporting its claims is ongoing.

³ References to terms not defined or described herein shall have the meanings ascribed to them in the *Complaint for Substantive Consolidation of Debtors' Estates with Certain Nondebtor Affiliates or, Alternatively, to Reallocate Debtors' Asbestos Liabilities to Those Affiliates*, Adv. Pro. No. 21-03029 (JCW), Dkt. No. 1 (the "**Complaint**") and the *Motion of the Official Committee of Asbestos Personal Injury Claimants for Substantive Consolidation of Debtors' Estates with Certain Nondebtor Affiliates or, Alternatively, to Reallocate Debtors' Asbestos Liabilities to Those Affiliates*, Adv. Pro. No. 21-03029 (JCW), Dkt. No. 2 (the "**SubCon Motion**").

Plaintiff makes these initial disclosures subject to and without waiving its rights to object to the use of, or reliance upon, the information or documents referenced, described, or suggested herein at trial, deposition, hearing, or for any other purpose, on the basis of attorney-client privilege, work product protection, relevancy, competency, materiality, undue burden, admissibility, hearsay or any other grounds. Plaintiff reserves the right to object to any subsequent discovery request(s) whether or not directed to subject matters described herein. Plaintiff further reserves all objections available to it concerning the production of a requested witness or document or the scope of the inquiry to be had of a witness, and specifically reserve all applicable privileges and work product protections.

These initial disclosures are based upon information currently in Plaintiff's possession, custody, or control. Plaintiff reserves all rights to amend, revise, or supplement these initial disclosures in supplemental disclosures in accordance with Federal Rules of Civil Procedure 26(a)(1) or 26(e)(1), in written discovery responses, in deposition testimony, or by any other means in light of further discovery, factual investigation, trial preparation, and/or as additional information becomes available. Plaintiff also reserves the right to rely on discoverable information from sources identified in the initial disclosures of any other party.

INITIAL DISCLOSURES

I. Fed. R. Civ. P. 26(a)(1)(A)(i): The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

In accordance with Federal Rule of Civil Procedure 26(a)(1)(A)(i), listed below are the names of individuals likely to have discoverable information that Plaintiff may use to support its claims regarding, but not limited to, the following subjects: (i) the facts and circumstances surrounding the decision to engage in the Corporate Restructuring, including any and all alternatives or options considered to address the asbestos liabilities of the Trane plc enterprise

group; (ii) the planning and implementation of the Corporate Restructuring, including the role of in-house and outside counsel; (iii) the facts and circumstances surrounding the Debtors' filing for bankruptcy on or about June 18, 2020, including any alternatives or other options considered to address the asbestos liabilities; (iv) the drafting, execution, and amendments of the Funding Agreements, other Intercompany Agreements⁴ and any other agreements relevant to the Corporate Restructuring; (v) the asbestos litigation and settlement history of old Trane, Ingersoll-Rand Company ("old IRNJ"), and/or other entities within the Trane plc enterprise group; (vi) the formation and/or corporate history of Defendants, their predecessor entities, and other entities within the Trane plc enterprise group; (vii) corporate, business, and financial records of Defendants, old Trane, old IRNJ, and/or other entities within the Trane plc enterprise group; (viii) the upstreaming of cash to affiliates, including by way of putative intercompany loans or the cash management systems for the Debtors, Nondebtor Affiliates, ClimateLabs LLC ("ClimateLabs"), and 200 Park, Inc. ("200 Park"); (ix) the payment of ordinary course creditors and the effect of the Corporate Restructuring and the Debtors' bankruptcies on ordinary course creditors; (x) communications with ordinary course creditors about the effect of the Corporate Restructuring and the Debtors' bankruptcies on ordinary course creditors; (xi) any topics relating to relevant statements made in any declarations signed or depositions given by the individuals in the Debtors' chapter 11 proceedings, including in any adversary proceedings; and (xii) other matters relating to the allegations in the Complaint and SubCon Motion and the defenses asserted in Defendants' answers.

Plaintiff's identification of the below individuals does not constitute an admission by

⁴ The term "Intercompany Agreements" refers to any agreements entered into by: (1) TTC and Aldrich with each other, (2) Trane and Murray, with each other, and (3) Aldrich, Murray, Trane, and/or TTC, with any other affiliates in the Trane plc enterprise as part of the Corporate Restructuring, including the Funding Agreements and the other agreements described in Section IV of the Complaint.

Plaintiff that these individuals in fact have relevant or discoverable information. Further, these individuals may have discoverable information on other subjects, in addition to those listed above, which Plaintiff may use to support its claims.

Plaintiff reserves the right to support its claims using discoverable information from individuals identified in subsequent discovery responses. In addition to the individuals identified below, Plaintiff reserves the right to rely on any individuals listed on the initial disclosures, including any amended, revised, or supplemental initial disclosures, of Defendants, to support its claims, as well as all persons named in witness lists served by any party in this action and all individuals deposed in this action. Plaintiff also reserves its right to seek the location and telephone number for each individual likely to have discoverable information who is currently and/or formerly employed by Defendants, and/or any of their other affiliates. The following list does not include expert witnesses.

1. Cathleen Bowen: Global Legal Controller at TTC, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
2. David Brennan: Columbia Plant Transformation Leader, and Former Vertical Market Growth Director, Former Strategic Growth Program Leader, Former Commercial HVAC Americas, and Former Transformation Program Management Leader at Trane plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
3. Sara Brown: Former Assistant Secretary, Vice President, and Deputy General Counsel—Corporate Finance, Securities and Corporate Law at Trane plc, Trane Technologies HoldCo. Inc., TTC, TUI Holdings Inc., Trane, Murray Boiler Holdings LLC, 200 Park, and ClimateLabs: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850. Current address and telephone number unknown.
4. Richard Daudelin: Former Director and Treasurer at Trane Technologies HoldCo. Inc., TUI Holdings Inc., Trane, and Murray Boiler Holdings LLC: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000; Former Director of Trane Holding Limited; Former Treasurer at TTC, 200 Park, and ClimateLabs, 800-E

- Beaty Street, Davidson, North Carolina 28036, (704) 655-4000; Former Director of Trane Inc., One Centennial Avenue, Piscataway, New Jersey 08854, (732) 652-7100. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850. Current address and telephone number unknown.
5. Marc DuFour: Manager of Murray, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.
 6. Elizabeth Elwell: Vice President of Finance, Residential HVAC & Supply, and Former Vice President, Financial Planning & Analysis, at Trane plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
 7. Maria Green: Former Senior Vice President and General Counsel at Ingersoll Rand plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Current address and telephone number unknown.
 8. Sandra Hamrick: Executive Assistant to Evan Turtz at Trane plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
 9. D. Eric Hankins: Territory Controller, Commercial HVAC for North America and Europe, the Middle East and Africa (EMEA), at certain entities within the Trane plc enterprise group, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6800.
 10. Heather Howlett: Former Vice President and Chief Accounting Officer at Trane plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850. Current address and telephone number unknown.
 11. Robert Katz: Former Senior Vice President and General Counsel at old IRNJ, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Current address and telephone number unknown.
 12. Lisa Knapp: Vice President of Human Resources at TTC, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
 13. Christopher Kuehn: Director at Ingersoll-Rand Global Holding Company Limited (“IRGH”); Manager, Senior Vice President, and Chief Financial Officer at TTC; Senior Vice President and Chief Financial Officer at Trane plc; Vice President of

Trane: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.

14. Lawrence Kurland: Director at Trane, TUI Holdings Inc., Trane Holding Limited; TUI Holdings Inc., Thermo King Corporation, Trane Technologies HoldCo Inc.; Manager, Murray Boiler Holdings LLC; Vice President at TTC and ClimateLabs; Former Director and Vice President at 200 Park: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual works at One Centennial Avenue, Piscataway, New Jersey 08854, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
15. Michael Lamach: Former Director, Chairman, and Chief Executive Officer, Trane plc and TTC; Former Director at IRGH: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850. Current address and telephone number unknown.
16. Mark Majocha: Vice President of Corporate Development, Trane Commercial HVAC, at TTC, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
17. Phyllis Morey: Former Vice President and Deputy General Counsel at Trane plc and IRGH: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Current address and telephone number unknown.
18. Charles Mullin: Managing Partner of Bates White, LLC, 2001 K Street NW, North Building, Suite 500, Washington, DC 20006, (202-408-6110), c/o Jones Day, 77 West Wacker, Chicago, Illinois 60601, (312) 782-3939.
19. Rolf Paeper: Vice President of Strategic Programs at Trane plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
20. Ray Pittard: Vice President and Chief Restructuring Officer at Aldrich and Murray; Transformation Office Leader at Trane plc: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.
21. David Regnery: Chair and Chief Executive Officer, and Former President and Chief Operating Officer, at Trane plc; Former President and Chief Operating Officer of TTC: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.

22. Amy Roeder: Manager, Chief Financial Officer, and Treasurer at Aldrich and Murray; Finance Director—Information Technology & Legal at TTC; Director and Chief Financial Officer at 200 Park and ClimateLabs: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.
23. Robert Sands: In-House Attorney (Seconded) at Aldrich and Murray, 800-E Beaty Street, Davidson, North Carolina 28036, c/o Jones Day, 77 West Wacker, Chicago, Illinois 60601, (312) 782-3939.
24. Donny Simmons: President, Commercial HVAC Americas, at TTC, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP, 825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.
25. Allan Tananbaum: Chief Legal Officer and Secretary at Aldrich and Murray; Deputy General Counsel—Product Litigation at TTC: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual works at One Centennial Avenue, Piscataway, New Jersey 08854, and is represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.
26. Evan Turtz: Director, Senior Vice President, General Counsel, and Secretary Assistant Treasurer at TTC; Director, Vice President, and Secretary at Trane, 200 Park, and ClimateLabs; Manager, President, and Secretary at Murray Boiler Holdings LLC; Senior Vice President and General Counsel at Trane plc; Director, Senior Vice President, General Counsel, and Secretary at IRGH; Director, President, and Secretary at Trane Technologies HoldCo. Inc, TUI Holdings Inc., and Trane Holding Limited: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000; Director, Vice President, and Secretary at Trane Inc., One Centennial Avenue, Piscataway, New Jersey 08854. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.
27. Christopher Uhlich: Former Director, External Reporting and Technical Accounting at Trane plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Current address and telephone number unknown.
28. Manlio Valdes: Manager and President at Aldrich and Murray; Vice President, Product Management, The Americas, Trane Commercial HVAC at TTC; Director and President at 200 Park and Climate Labs: 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850.
29. Mikhael Vitenson: Associate General Counsel at Trane plc, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000, c/o McCarter & English, LLP,

825 Eighth Avenue, 31st Floor, New York, New York 10019, (212) 609-6810.

30. Robert Zafari: Former Manager at Aldrich, 800-E Beaty Street, Davidson, North Carolina 28036, (704) 655-4000. Individual represented by Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, P.O. Box 26000, Greensboro, North Carolina 27420-6000, (336) 373-8850. Current address and telephone number unknown.

II. Fed. R. Civ. P. 26(a)(1)(A)(ii): A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

In accordance with Federal Rule of Civil Procedure 26(a)(1)(A)(ii), below is a description by category of documents, electronically stored information, and tangible things that Plaintiff has in its possession, custody, or control, and may use to support its claims. Plaintiff reserves the right to support its claims using documents, electronically stored information, and tangible things identified by Defendants in their subsequent discovery responses.

Plaintiff contends that the bulk of the documents, electronically stored information, and tangible things it will use to support its claims and defenses belong to Defendants or other entities within the Trane plc enterprise group and thus are already in the possession, custody, or control of Defendants. Such categories of documents, electronically stored information, and tangible things in their possession, custody or control that Plaintiff may use to support its claims in this action include documents previously produced by Debtors and/or Nondebtor Affiliates, including for example:

1. Organizational charts of Defendants and other entities within the Trane plc enterprise group;
2. Agreements and amendments thereto related to the Corporate Restructuring, including agreements by and among the Defendants and/or other entities within the Trane plc enterprise group;
3. Certificates of incorporation, by-laws, and similar transactional documents

- concerning Defendants and their affiliates;
4. Documents and communications relating to the Corporate Restructuring;
 5. Documents and communications relating to Project Omega;
 6. Agendas, meeting minutes, presentation materials, and other documents and communications prepared for, provided to, or otherwise disseminated to the Debtors' Boards of Managers;
 7. Documents and communications relating to the financial status of Defendants and certain other entities within the Trane plc enterprise group, including budgets, profit and loss statements, funding requests, financial statements, and accounting memoranda;
 8. Documents and communications relating to the Debtors' decisions to file for bankruptcy;
 9. Documents and communications relating to confidentiality agreements, non-disclosure, and/or similar agreements entered into in connection with the Corporate Restructuring and/or Project Omega;
 10. Documents and communications concerning asbestos-related litigation and/or resolution of claims;
 11. Documents cited or otherwise referenced in the Complaint and/or the SubCon Motion;
 12. Documents cited or otherwise referenced in the complaint filed in Adv. Pro. No. 22-03028 (JCW) (Bankr. W.D.N.C.); and
 13. Exhibits identified in the Official Committee of Asbestos Personal Injury Claimants' exhibit list previously served on counsel to Defendants in *Aldrich Pump*

LLC, et al., v. Those Parties Listed on Appendix A to Complaint and John and Jane Does I-1000, Adv. Pro. No. 20-03041 (Bankr. W.D.N.C.).

III. Fed. R. Civ. P. 26(a)(1)(A)(iii): A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

In accordance with Federal Rule of Civil Procedure 26(a)(1)(A)(iii), Plaintiff discloses that it has no computation of each category of damages claimed, nor any documents or evidentiary material on which a computation is based. Plaintiff seeks an equitable remedy of substantive consolidation and as such, Plaintiff does not seek damages in the above-captioned adversary proceeding.

IV. Fed. R. Civ. P. 26(a)(1)(A)(iv): For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

In accordance with Federal Rule of Civil Procedure 26(a)(1)(A)(iv), Plaintiff is not aware of any applicable insurance agreements.

[signature page to follow]

Dated: February 8, 2023

HAMILTON STEPHENS STEELE
+ MARTIN, PLLC

/s/ Glenn C. Thompson

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*Counsel to the Official Committee of Asbestos
Personal Injury Claimants*

Exhibit 3

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 |
| | : | |
| Debtors. | : | |
| | : | |
| ALDRICH PUMP LLC, <i>et al.</i> , | : | |
| | : | |
| Plaintiffs, | : | |
| | : | |
| v. | : | Adv. Pro. No. 20-03041 |
| | : | |
| THOSE PARTIES LISTED ON APPENDIX A TO COMPLAINT and JOHN AND JANE DOES 1-1000, | : | |
| | : | |
| Defendants. | : | |
| | : | |

TO: Aldrich Pump LLC
c/o John R. Miller, Jr.,
Rayburn Cooper & Durham, P.A.
227 West Trade Street, Suite 1200
Charlotte, NC 28202

Brad B. Erens
Morgan R. Hirst
Jones Day
77 West Wacker, Suite 3500
Chicago, Illinois 60601

NOTICE OF DEPOSITION OF ALDRICH PUMP LLC

PLEASE TAKE NOTICE that, in accordance with Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 7030 of the Federal Rules of Bankruptcy Procedure, the Official

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.

Committee of Asbestos Personal Injury Claimants (“**Committee**”), through its undersigned attorneys, will take the deposition upon oral examination of Aldrich Pump LLC (“**Aldrich**”) at a date, time, and place mutually agreed upon by the parties, and continuing from day to day until completed.

PLEASE TAKE FURTHER NOTICE that, in accordance with Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 7030 of the Federal Rules of Bankruptcy Procedure, the matters on which examination is requested are set forth in **Schedules A** and **B** to this Notice, and the Debtor shall designate one or more officers, directors, managing agents or other persons who are competent to testify on its behalf with respect to those matters.

PLEASE TAKE FURTHER NOTICE that, in accordance with Rule 30(b)(3)(A) of the Federal Rules of Civil Procedure and Rule 7030 of the Federal Rules of Bankruptcy Procedure, the deposition will be recorded by audiovisual and/or stenographic means by an individual who is authorized to administer oaths.

You are invited to attend and cross-examine.

Dated: February 8, 2021

Respectfully submitted,

HAMILTON STEPHENS STEELE
+ MARTIN, PLLC

/s/ Glenn C. Thompson

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*Counsel to the Official Committee of Asbestos
Personal Injury Claimants*

SCHEDULE A

DEFINED TERMS USED IN SCHEDULE B

The following terms used herein and in the accompanying Schedule B have the meanings ascribed to them below:

1. “**200 Park**” means 200 Park, Inc., a South Carolina company.
2. “**Adversary Proceeding**” means the adversary proceeding captioned in the attached notice.
3. The word “**and**” includes “**or**” and vice-versa.
4. The word “**any**” is also used in the inclusive sense, *i.e.*, “any and/or all.”
5. “**Aldrich**” shall mean Aldrich Pump LLC.
6. “**Aldrich Funding Agreement**” means the Second Amended and Restated Funding Agreement between New Trane Technologies and Aldrich, dated as of June 15, 2020.
7. “**Aldrich Services Agreement**” means the Second Amended and Restated Services Agreement between New Trane Technologies as Provider and Aldrich Pump LLC as Recipient, dated as of June 15, 2020.
8. “**Aldrich Support Agreement**” means the Second Amended and Restated Divisional Merger Support Agreement between New Trane Technologies and Aldrich, dated as of May 1, 2020.
9. “**Aldrich/Murray Asbestos Claim**” shall have the meaning ascribed to that term in the PI Motion.
10. “**Asbestos**” shall include all asbestos or asbestiform minerals of either the amphibole or serpentine group, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.

11. “**Asbestos-Containing Product**” is an inclusive term and includes, but is not limited to: asbestos containing products such as sealing gaskets or other sealing products incorporated into metal piping, HVAC compressors, furnaces, and related equipment and other asbestos products related to piping, HVAC, furnaces, or related equipment, Asbestos, raw Asbestos, mined Asbestos, milled Asbestos, Asbestos compounds, materials and products or equipment containing Asbestos or Asbestos particles, as well as dust and fibers resulting from Asbestos or Asbestos particles. “Asbestos-Containing Product” is specifically not limited with respect to product type or form and includes all product types and/or forms.

12. “**Asbestos PI Claim**” means any formal or informal lawsuit, workers’ compensation claim, legal process, civil action, demand letter, notice of claim, proof of claim, or any similar assertion advanced by an individual (or an individual’s personal representative) alleging bodily injuries or wrongful death allegedly caused by exposure to Asbestos or Asbestos-Containing Products. “Asbestos PI Claims” includes any claim or demand ever asserted regardless of how such claim was resolved (by settlement, dismissal, or otherwise) and regardless of whether such claim resulted in the filing of a civil lawsuit by the claimant.

13. “**Complaint**” means the *Debtors’ Complaint for Injunctive and Declaratory Relief (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring that the Automatic Stay Applies to Such Actions, and (III) Granting a Temporary Restraining Order Pending a Final Hearing*, dated June 18, 2020, Adversary Proceeding Dkt. No. 1.

14. “**Corporate Restructuring**” means the restructuring that occurred on or about May 1, 2020 described in the First Day Declaration at 3-10.

15. “**Debtors**” means Aldrich and Murray.

16. “**Financial Statements**” means audited or unaudited balance sheets, income statements, statements of cash flow, and footnotes of any of the foregoing.

17. “**First Day Declaration**” shall mean the *Declaration of Ray Pittard in Support of First Day Pleadings*, Bankruptcy Dkt. No. 27.

18. The words “**includes**” and “**including**” mean including without limitation.

19. “**Indemnified Parties**” has the meaning ascribed to it in *Appendix B to the Complaint* [Adv. Proc. Dkt. No. 1-2], as updated in the *Notice of Filing of Revised Appendix B to the Debtors' Complaint for Injunctive and Declaratory Relief* [Adv. Proc. Dkt. No. 21], and each of the Indemnified Parties is an “**Indemnified Party.**”

20. “**Insurers**” has the meaning ascribed to it in *Appendix B to the Complaint* [Adv. Proc. Dkt. No. 1-2], as updated in the *Notice of Filing of Revised Appendix B to the Debtors' Complaint for Injunctive and Declaratory Relief* [Adv. Proc. Dkt. No. 21], and each of the Insurers is an “**Insurer.**”

21. “**Key Personnel**” shall have the same meaning ascribed to it on page 30 of the PI Motion and paragraph 40 of the Tananbaum Declaration, including, without limitation, Allan Tananbaum, Robert Sands, Amy Roeder, and Cathleen Bowen.

22. “**Murray**” shall mean Murray Boiler LLC.

23. “**New Trane**” shall mean Trane U.S. Inc., a non-debtor affiliate of the Debtors.

24. “**New Trane Technologies**” shall mean Trane Technologies Company LLC, a non-debtor affiliate of the Debtors.

25. “**Non-Debtor Affiliates**” has the meaning ascribed to it in *Appendix B to the Complaint* [Adv. Proc. Dkt. No. 1-2], as updated in the *Notice of Filing of Revised Appendix B to*

the Debtors' Complaint for Injunctive and Declaratory Relief [Adv. Proc. Dkt. No. 21], and each of the Non-Debtor Affiliates is a “**Non-Debtor Affiliate.**”

26. “**Old IRNJ**” shall have the meaning ascribed to it in the First Day Declaration.

27. “**Old Trane**” shall have the meaning ascribed to it in the First Day Declaration.

28. “**PI Motion**” means the *Motion of the Debtors for an Order (I) Preliminarily Enjoining Certain Actions Against Non-Debtors or, (II) Declaring that the Automatic Stay Applies to Such Actions, and (III) Granting a Temporary Restraining Order Pending a Final Hearing*, dated June 18, 2020, Adversary Proceeding Dkt. No. 2.

29. “**Protected Parties**” has the meaning ascribed to it in *Appendix B to the Complaint* [Adv. Proc. Dkt. No. 1-2], as updated in the *Notice of Filing of Revised Appendix B to the Debtors' Complaint for Injunctive and Declaratory Relief* [Adv. Proc. Dkt. No. 21], and each of the Protected Parties is a “**Protected Party.**”

30. “**Secondment Agreement**” means the Amended and Restated Secondment Agreement with New Trane Technologies as Provider and Aldrich Pump LLC and Murray Boiler LLC as Recipients, dated as of May 1, 2020.

31. “**Tananbaum Declaration**” means the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief*, dated June 18, 2020, Adversary Proceeding Dkt. No. 3.

32. “**Trane Technologies**” shall mean Trane Technologies plc, an Irish public limited company.

33. “**Trane**” means Old IRNJ, Old Trane, New Trane, and New Trane Technologies and their respective subsidiaries, collectively.

34. “**You**” or “**your**” means or refers to Aldrich.

In addition, the singular form of a word shall be interpreted as the plural and vice-versa.

SCHEDULE B

SUBJECT MATTERS OF TESTIMONY

1. Your discovery responses and objections in the Adversary Proceeding.
2. Searches conducted by you or on your behalf for documents responsive to requests for production of documents that you received in the Adversary Proceeding.
3. The genesis, planning, and implementation of the Corporate Restructuring.
4. The genesis, planning, and implementation of “Project Omega.”
5. Plan of Divisional Merger of OLD IRNJ, dated as of May 1, 2020 and the Schedules to the Plan of Divisional Merger of Old IRNJ, dated as of May 1, 2020.
6. Negotiation and operation of the Aldrich Funding Agreement.
7. Negotiation and operation of the Aldrich Support Agreement.
8. Negotiation and operation of the Aldrich Services Agreement.
9. Negotiation and operation of the Secondment Agreement.
10. Any documents included in the Corporate Restructuring closing binder.
11. The purpose, rationale, motivation for, or reason behind any transfer or distribution of and rights, obligations, liability, claims, funds, assets or consideration of any kind made in connection with the Corporate Restructuring.
12. Allocation or division of professional duties or work responsibilities for each of the Key Personnel.
13. The role and job description of each of the Key Personnel.
14. Compensation of your officers, managers, management team, and other key employees.

15. Your contention that litigation of Aldrich/Murray Asbestos Claims against the Protected Parties would divert Key Personnel from your reorganization efforts, as set forth on page 30 of the PI Motion.
16. Your contention that failure to enjoin litigation of Aldrich/Murray Asbestos Claims would irreparably harm Aldrich because Aldrich has a contractual obligation to indemnify New Trane Technologies, and contractual obligations to indemnify other Protected Parties, for any liability on account of the Aldrich/Murray Asbestos Claims, as set forth on pages 27-28 of the PI Motion.
17. Your contention that failure to enjoin litigation of Aldrich/Murray Asbestos Claims would irreparably harm Aldrich because findings and judgments against the Protected Parties in such litigation might bind you, as set forth on pages 28-29 of the PI Motion.
18. Your contention that failure to enjoin litigation of Aldrich/Murray Asbestos Claims would irreparably harm Aldrich because such litigation against the Protected Parties will prejudice your interests, as set forth on pages 31-32 of the PI Motion.
19. Your contention that the irreparable harm you would suffer in the absence of an injunction substantially outweighs any prejudice to holders of Aldrich/Murray Asbestos Claims, as set forth on pages 31-34 of the PI Motion.
20. Your contention that you “filed bankruptcy in good faith” on page 5 of the PI Motion.
21. Your contention that Aldrich’s successful reorganization is likely, as set forth on pages 25-26 of the PI Motion.
22. The Debtors’ decision to file for chapter 11.
23. The decision of New Trane Technologies and New Trane not to file for chapter 11.

24. Any of your plans for your chapter 11 reorganization.
25. The anticipated or contemplated treatment of Non-Debtor Affiliates, and any claims held by them, under any chapter 11 plan proposed by you in your chapter 11 case.
26. The formation, organization, and operations of 200 Park.
27. The financial performance of 200 Park.
28. Financial Statements and books and records (including general ledgers and trial balances) of or pertaining to 200 Park.
29. Financial projections, forecasts, plans, and budgets pertaining or applicable to 200 Park.
30. The basis on which the Debtors' value is estimated or calculated to be approximately \$70-75 million, excluding insurance (Tananbaum Declaration ¶ 36).
31. The basis on which 200 Park is projected to generate approximately \$2.9 million in EBITDA per year (PI Motion at 12).
32. The basis on which the fair market value of 200 Park was estimated to be approximately \$30-32 million as of June 18, 2020 (PI Motion at 12).
33. Agreements between 200 Park on the one hand and New Trane Technologies or any other Non-Debtor Affiliate on the other hand.
34. Any dividends or distributions made or to be made by 200 Park to Aldrich.
35. The facts alleged, asserted, or set forth on pages 10-20 of the PI Motion.
36. Any estimates, projections, or forecasts of Old IRNJ's or Aldrich's asbestos liability.
37. Agreements between any of the Protected Parties on the one hand and Old IRNJ or Aldrich on the other hand regarding Asbestos or Asbestos-Containing Products.

38. Any indemnification agreement between Aldrich, Old IRNJ, or New Trane Technologies on the one hand and any of the Protected Parties on the other hand.

39. Indemnification obligations between Old IRNJ and any defendant in a lawsuit, civil action, or proceeding involving an Aldrich/Murray Asbestos Claim.

40. Insurance coverage that was, is, or may be available with regard to Aldrich/Murray Asbestos Claims, including all confidential “coverage-in-place” agreements and buyout agreements pertaining to Aldrich.

41. Your contention that “various confidential insurance coverage-in-place agreements and related insurance rights . . . place under agreement approximately \$750 million in unexhausted coverage for IRNJ Asbestos Claims for which Aldrich is responsible” (PI Motion at 12).

42. Your contention that “insurance agreements, as well as historical buy-out agreements, obligate Aldrich to indemnify an Insurer and various related parties under a variety of circumstances” (PI Motion at 17).

43. Any claim or demand of or by any Non-Debtor Affiliate against Old IRNJ, New Trane Technologies, Aldrich, or any other person that is based on, arises from, or is attributable to an Aldrich/Murray Asbestos Claim.

44. Any claim or demand of or by any Indemnified Party against Old IRNJ, New Trane Technologies, Aldrich, or any other person that is based on, arises from, or is attributable to an Aldrich/Murray Asbestos Claim.

45. Any claim or demand of or by any Insurer against Old IRNJ New Trane Technologies, Aldrich, or any other person that is based on, arises from, or is attributable to an Aldrich/Murray Asbestos Claim.

46. Asbestos-Containing Products manufactured or sold by other persons that were purchased and resold by Old IRNJ.

47. Any Asbestos PI Claims asserted or that may in the future be asserted against any Non-Debtor Affiliate.

48. Any lawsuit, claim, or demand seeking to hold one or more of the Protected Parties other than Old IRNJ or New Trane Technologies liable for Aldrich/Murray Asbestos Claims on any theory.

49. The basis on which any Non-Debtor Affiliate, Indemnified Party, or Insurer was included as one of the Protected Parties.

Exhibit 4

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

In re

ALDRICH PUMP LLC, et al.,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

OFFICIAL COMMITTEE OF ASBESTOS
PERSONAL INJURY CLAIMANTS

Plaintiff,

v.

ALDRICH PUMP LLC, MURRAY BOILER LLC,
TRANE TECHNOLOGIES COMPANY LLC, and
TRANE U.S. INC.,

Defendants.

Adv. Pro. No. 21-03029

OFFICIAL COMMITTEE OF ASBESTOS
PERSONAL INJURY CLAIMANTS, on behalf of the
estates of Aldrich Pump LLC and Murray Boiler LLC,

Plaintiff,

v.

INGERSOLL-RAND GLOBAL HOLDING
COMPANY LIMITED, TRANE TECHNOLOGIES
HOLDCO INC., TRANE TECHNOLOGIES
COMPANY LLC, TRANE INC., TUI HOLDINGS
INC., TRANE U.S. INC., and MURRAY BOILER
HOLDINGS LLC,

Defendants.

Adv. Pro. No. 22-03028

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.

**[PROPOSED] ORDER ESTABLISHING
JOINT DISCOVERY PLAN AND REPORT (ESI PROTOCOL)**

In accordance with Rule 26(f) of the Federal Rules of Civil Procedure (the “**Civil Rules**”), made applicable in these cases by Rule 7026 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), a conference was held for the above-captioned adversary proceedings (collectively, the “**Proceedings**”)² on February 1 and 15, 2023 and March 2, 2023. Representatives attended the conference on behalf of Plaintiff Official Committee of Asbestos Personal Injury Claimants (“**Committee**”) in the above-captioned chapter 11 case (the “**Bankruptcy Case**”) and the above-captioned defendants (“**Defendants**,” and together with Plaintiff, the “**Parties**” and each of them a “**Party**”). Following the conference, the Parties agreed that the following *Joint Discovery Plan and Report (ESI Protocol)* (“**Discovery Plan**” or “**Order**”) shall govern discovery in these Proceedings, including discovery of electronically stored information (“**ESI**”).

The Case Management Order (the “**CMO**”) entered in the Proceedings³ shall continue in full force and effect.

1. **Discovery Subjects, Commencement, and Schedule.** The Parties intend to engage in discovery related to the claims and defenses raised in the Proceedings. The Parties may commence discovery in the Proceedings following the entry of this Discovery Plan.

2. **Initial Disclosures.** The initial disclosures pursuant to Civil Rule 26(a)(1) were made by the February 8, 2023 deadline set forth in the CMO.

² The Proceedings are comprised of (a) Adversary Proceeding No. 21-03029 and (b) Adversary Proceeding No. 2203028. The Defendants in Adversary Proceeding No. 22-03029 reserve their rights as set forth in the Case Management Order entered in the Proceedings and in Adversary Proceeding No. 22-03029. *See infra* n.3.

³ Adv. Pro. No. 3:21-ap-03029, Dkt. No. 117; Adv. Pro. No. 3:22-ap-03028, Dkt. No. 39; Adv. Pro. No. 3:22-ap-03029, Dkt. No. 35.

3. **Cooperation.** The Parties shall cooperate in good faith throughout the discovery process in the Proceedings and in accordance with the CMO and this Order. The Parties recognize that discovery of ESI is governed by the proportionality standard as set forth in Civil Rule 26(b)(1).

4. **Search and Identification of ESI.** In responding to future requests for the production of documents⁴ and things, the Parties shall follow the methods to search ESI for documents that will be reviewed for responsiveness, privilege, confidentiality, and production as established in this Order. Past production of documents and things in the adversary proceeding captioned *Aldrich Pump LLC and Murray Boiler LLC v. Those Parties Listed on Appendix A to Complaint and John and Jane Does 1-1000*, Adv. Pro. No. 20-03041 (JCW) (Bankr. W.D.N.C.) (the “**Preliminary Injunction Proceeding**”) shall remain subject to the *Joint Discovery Plan and Report (ESI Protocol)* [Dkt. 415] entered in the Preliminary Injunction Proceeding. Past production of documents and things in the estimation proceeding ordered in the main bankruptcy case (the “**Estimation Proceeding**”) [Dkt. 1127] shall remain subject to the *Joint Discovery Plan and Report (ESI Protocol)* entered in relation to the Estimation Proceeding [Dkt 1302, Ex. 1]. As set forth herein and in the CMO, the Parties reserve all rights to seek, and to oppose, further discovery in these Proceedings consistent with the Civil Rules.

5. **Written Discovery Requests.** Each Party may serve interrogatories, requests for production of documents, and requests for admission (collectively, “**Requests**,” and the Party serving the Requests, the “**Requesting Party**”), subject to the terms of this Discovery Plan, the Bankruptcy Rules, the Civil Rules, the CMO, and any other applicable order of the Court.

⁴ For the purposes of this Discovery Plan, “Document” shall have the meaning set forth in Civil Rule 34 but shall exclude Documents that the Parties agree are not reasonably accessible as described in paragraph 11(b) hereof.

6. **Limitations on Discovery.** The Parties agree to the following modifications to the limitations on discovery:⁵

(a) Interrogatories

- (1) Maximum of 45 interrogatories, including subparts, by the Defendants (as a group) cumulative to all Parties.
- (2) Maximum of 45 interrogatories, including subparts, by the Plaintiff cumulative to all Parties.

(b) Requests for Admission

- (1) Maximum of 35 requests for admission by the Defendants (as a group) cumulative to all Parties.
- (2) Maximum of 35 requests for admission by the Plaintiff cumulative to all Parties.

(c) Depositions⁶

- (1) Maximum of ~~30~~20 depositions for the Defendants (as a group).
- (2) Maximum of ~~30~~20 depositions for the Plaintiff.
- (3) Prior to the commencement of any depositions, the Parties will agree to meet and confer in good faith to discuss the parameters of a deposition protocol.

7. **Document Production.** Within 30 days after (a) a Party responding to a set of Requests for production (the “**Responding Party**”) has served its responses and objections, (b)

⁵ For the avoidance of doubt, the above-referenced limitations shall not apply to expert discovery (including, without limitation, depositions of expert witnesses), which shall be addressed in a separate order.

⁶ If any Party believes additional depositions are necessary, the Parties shall meet and confer in good faith regarding such a request for additional depositions. The Parties reserve their rights to seek authorization to conduct additional depositions upon a showing of good cause.

the Parties have agreed to the identity of those Custodians (as that term is defined in paragraph 8 below) whose ESI and hard-copy documents are to be searched in connection with that set of Requests and the non-Custodian files, repositories, and share drives to be searched, and (c) the Parties have agreed to the search terms to be applied in that effort, productions of documents that are not duplicative of the documents produced in the Preliminary Injunction Proceeding shall commence (the “**Production Commencement Date**”) and be made on a rolling basis until complete. Such Production Commencement Date shall be subject to extension or enlargement by agreement of the respective Requesting Party(ies) and the Responding Party(ies) or order of this Court. The Parties shall meet and confer to agree upon production completion deadlines. Absent agreement, such disputes may be brought to the Court for resolution.

8. **Custodians.** The Parties previously have identified and agreed upon certain custodians for purposes of production of documents in connection with the Preliminary Injunction Proceeding and related search terms. If additional custodians are agreed upon, or ordered, and subject to the procedures set out in paragraphs 9, 11, and 12 below, in response to Requests for production, a Responding Party shall search the ESI and, where not unduly burdensome, the hard-copy documents of current and/or former employees, other individuals or organizations whose ESI or documents are in the Responding Party’s possession, custody, or control (each a “**Custodian**”), whether or not the Custodian was identified in the Rule 26(a)(1) initial disclosures. Nothing in this paragraph or this Order affects any Party’s rights in negotiating additional search terms or parameters for custodians previously agreed to in the Preliminary Injunction Proceeding or new custodians as contemplated in Paragraph 9. Nor is there any obligation to re-produce documents that were previously produced in connection with the Preliminary Injunction Proceeding.

9. **Identification of Custodians and Files to Be Searched.** The Parties shall meet and confer to identify Custodians not previously identified and agreed upon in the Preliminary Injunction Proceeding likely to have discoverable, responsive, and non-duplicative documents, data, or communications and the files of each Custodian where such information is stored. The Requesting Party may designate Custodians whom it believes in good faith to have responsive documents, data, or communications.⁷ The Responding Party may in good faith challenge any such designation within five business days. The Parties shall negotiate in good faith to reach agreement as to the number and identity of Custodians whose files will be searched in connection with the Proceedings and which files will be searched for each Custodian (*e.g.*, and without limitation, hard-copy documents, electronic files, and emails). After reaching agreement on the number and identity of Custodians and the files to be searched for each Custodian, the Requesting Party may request additional Custodians and/or additional files if, in its view, it becomes apparent that such other Custodians or files are likely to have responsive documents. The Parties shall meet and confer in good faith regarding such a request. If the Parties are unable to resolve any dispute regarding Custodian designation, whether concerning the number or identity of Custodians or the files to be searched, the Requesting Party may seek relief from the Court.

10. **Preservation Obligations.** Nothing in this Discovery Plan shall limit or expand the Parties' respective preservation obligations imposed by rule or law.

11. **Search and Identification of Responsive Documents.** In connection with a Responding Party's responses to Requests for production, the Parties shall meet and confer about

⁷ All parties reserve their rights with respect to whether and to what extent such Custodians may include a Responding Party's respective professionals.

methods to search for documents that will be reviewed for responsiveness, privilege, confidentiality, and production.

(a) ***Application of Search Methodology.*** The Parties shall meet and confer to develop a search methodology to be applied to identify and limit the volume of documents to be reviewed for responsiveness, including with respect to ESI. The Parties shall use the search terms previously agreed to in connection with the Preliminary Injunction Proceeding as a starting point, and to the extent any Party desires to modify and/or add search terms, the Party seeking the modification and/or addition shall propose search terms to apply to the search of Custodial files, Shared Repositories, or other files, as appropriate, and meet and confer in an attempt to reach agreement as to those terms. If the Responding Party objects to any search terms proposed by the Requesting Party (including because the terms identified return an unmanageable volume of ESI for review), the Responding Party may propose modifications to the terms and, if the volume of ESI is of concern, the Responding Party shall provide a hit report identifying the number of unique hits for such terms. Ultimately, the Requesting Party(ies) and Responding Party must come to an agreement as to the proposed modification of terms, or otherwise the Requesting Party(ies) may seek Court relief. As specified in paragraphs 11(e) and 11(f), the Parties may use certain additional search methods and analytics tools to manage the volume of ESI for review.

(b) ***Not Reasonably Accessible ESI.*** The Parties agree that they will work cooperatively to determine what ESI is reasonably accessible and what is not and agree to consider in good faith reasonable requests for information on ESI management in that effort. ESI of limited accessibility may include those documents created or used by electronic media no longer in use, maintained in redundant electronic storage media, or for which retrieval involves substantial cost.

For purposes of this paragraph, the Parties agree that the following sources of ESI are not reasonably accessible:

- (i) Data stored in a backup system for the purpose of system recovery or information recovery, including, without limitation, disaster recovery backup tapes and media, continuity of operations systems, and data or system mirrors or shadows.
- (ii) Voicemail recording, subject to the Requesting Party's reservation of rights to seek such data for individual Custodians where discovery indicates that voicemails may exist responsive to the information requested.
- (iii) Mobile devices and ESI or other data stored on mobile devices, including smart phones and tablets,⁸ subject to each Custodian certifying (the "**Mobile Telephone Certification**") under penalty of perjury either that (A) they did not use a mobile telephone for business purposes⁹ during the relevant date range other than making or receiving calls, or (B) if they use a mobile telephone for such business purposes, that all data and information used for such purposes is otherwise stored in the Responding Party's systems and will be collected from another source or was *de minimis*.¹⁰ This Mobile Telephone Certification shall be provided to the Requesting Party within 30 days of service of written discovery or within 30 days after such later date that the Custodian is identified and agreed upon or ordered by the Court. In any case, this subparagraph also is subject to the Requesting Party's reservation of right to seek such data from individual Custodians where discovery indicates that data or information on mobile devices may exist and may be responsive to the information requested and the Responding Party's reservation of right to object to any such request.
- (iv) Legacy data (*e.g.*, data stored on floppy discs).

⁸ For the avoidance of doubt, the term "mobile devices" does not include laptop computers.

⁹ For the avoidance of doubt, business purposes include, without limitation, the taking of notes, creation or editing of documents, and communications thereto, in each case for work-related purposes.

¹⁰ "*De minimis*," as used in this paragraph 11(b)(iii) and in paragraph 11(b)(x) below, refers to a use that is negligible and, in any event, unrelated to any substantive work on Project Omega or the Debtors' chapter 11 case.

- (v) Deleted, erased, or overwritten computer files, whether fragmented or whole, which were deleted in the regular course of business before the duty arose to preserve.
- (vi) Data stored in Random Access Memory (*i.e.*, RAM), cache memory, or in temporary or cache files, including internet history, web browser cache, and cookie files, wherever located.
- (vii) Encrypted data/password protected files, where the key or password cannot be ascertained without extraordinary efforts.
- (viii) Data stored on printers, photocopiers, scanners, and fax machines.
- (ix) Data stored as server, system, or network logs.
- (x) Instant/chat messaging (including, *e.g.*, Slack or WhatsApp), subject to each Custodian certifying (the “**Instant Message Certification**”) under penalty of perjury that they did not, during the relevant date range, use any instant messaging program, application, or platform for business purposes, other than use that was *de minimis*. This Instant Message Certification shall be provided to the Requesting Party within 30 days of service of written discovery or within 30 days after such later date that the Custodian is identified and agreed upon or ordered by the Court. In any case, this subparagraph also is subject to the Requesting Party’s reservation of right to seek such data and information from individual Custodians where discovery indicates that data or information in instant messaging programs, applications, or platforms may exist and may be responsive to the information requested and the Responding Party’s reservation of right to object to any such request.

(c) ***Shared Repositories and Drives.*** The Parties shall, in good faith and using reasonable measures, identify and search shared repositories, shared databases, and shared drives reasonably likely to contain discoverable documents or communications (“**Shared Repositories**”).

(d) ***Date Range.*** The Parties agree that the search of ESI, in either Custodian files or Shared Repositories, should be limited to the time period during which relevant information

was most likely created or received. For the purposes of discovery in the Proceedings, the Requesting Party and the Responding Party will meet and confer to determine the applicable date range(s) applicable to the subject requests. The Requesting Party and the Responding Party each reserve the right to argue that a different date range should be applied to identify documents for review and potential production in response to a particular request for production. If the Requesting Party and the Responding Party are unable to resolve any dispute regarding the applicable date range(s), the Requesting Party may seek relief from the Court.

(e) ***Use of Predictive Coding, Clustering, or Technology Assisted Review.***

Before a Responding Party employs culling tools, such as predictive coding, clustering, or Technology Assisted Review, to remove from review documents otherwise identified using the search terms and date range referenced herein, the Responding Party shall advise the Requesting Party of its intention to use such tools and, if utilized, timely provide the Requesting Party the parameters in which the Responding Party intends to use such tools. Within seven days of being notified of the Responding Party's intention to use predictive coding or other analytic tools listed in this paragraph, the Requesting Party may object in writing. In the event of an objection, the Parties shall meet and confer and attempt to reach resolution. If no resolution is met, the Parties may raise disputed issues with the Court.

(f) ***Use of Other Review Analytics.*** The Parties may use other reasonable analytics or tools, including, without limitation, de-duplication, email threading, inclusiveness-only review and production, and technology-assisted review to streamline the review of ESI, to the extent that those review analytics and tools are consistent with other provisions in this Discovery Plan, including provisions relating to the Form of Production (*see infra* paragraph 12).

The analytic tools any Responding Party intends to use shall be timely disclosed to the Requesting Parties. Those analytics used for non-culling purposes need not be disclosed.

12. **Form of Production.** The Parties agree to produce responsive non-privileged documents in the manner set out in this Discovery Plan. The Parties agree to take reasonable steps not to degrade the searchability or legibility of any information as part of the document review and production processes. Documents previously produced in the Bankruptcy Case (including in connection with other adversary proceedings) shall be deemed to be reproduced as they were in those proceedings and their production need not be duplicated herein and the format need not be modified to meet any different requirements of this Discovery Plan. Additionally, if particular responsive information warrants a format different than those set out below, the Parties shall meet and confer in an effort to agree on a mutually acceptable format.

(a) **Format of ESI.** The Parties shall produce responsive non-privileged ESI in the format set out in **Attachment A** hereto unless otherwise agreed in writing or ordered by the Court.

(b) **Format of Electronically Scanned Hard Copies.** The Parties shall produce electronically scanned hard-copy documents in the applicable format set out in Attachment A unless otherwise agreed in writing or ordered by the Court. In particular, the Parties shall format such documents with optical character recognition, or OCR, as described in Attachment A and include the metadata fields identified in Attachment A where that metadata is available.

(c) **Complete Families.** The Parties shall produce electronic documents and email communications as complete families. The Parties shall not dissociate attachments to emails or other documents from parent emails or documents even if the attachments are exact duplicates

of other documents in the production. Parent documents and any attachments shall be assigned sequential Bates numbers. If a responsive, non-privileged email or document has a privileged attachment, a Party may replace the attachment with a Bates-numbered slip sheet indicating that it has been produced as a replacement for a document withheld in its entirety on privilege grounds or may redact from the face of the attachment privileged material that appears in or on an otherwise discoverable non-privileged document.

(d) ***Email Threading.*** The Parties agree that email threading and inclusiveness-only review and production may be applied to production documents such that only the most inclusive version of any responsive, non-privileged email chain is produced; *provided that* the email-threading process is performed by an e-discovery vendor in a manner consistent with standard practices in the industry and that all independent responsive, non-privileged branches of the chain are produced (including any email within a chain containing any attachment) and *provided further that* entries for every email withheld appear on the privilege log regardless of where it appears in the chain. For the avoidance of doubt, if a thread has unique documents attached, that thread will be considered inclusive, and shall be produced.

(e) ***Global De-duplication.*** The Responding Party shall apply automated document deduplication, performed by an e-discovery vendor in a manner consistent with standard practices in the industry, across ESI identified for review and production such that only one copy of any responsive document is produced; however, de-duplication shall be performed only at the document family level such that attachments are not de-duplicated against identical stand-alone versions of such documents and vice-versa.

(f) ***Related Metadata.*** The Responding Party shall include in its production “Other Custodian” metadata, to the extent available, identifying each Custodian who appears from the available ESI to have maintained a copy of the produced document in his or her files (where such copy was removed from production through the de-duplication process).

(g) ***Privilege Redactions.*** Where requested documents contain responsive information together with privileged or protected information, the Responding Party, to the extent it can do so without undue burden and while preserving for production the responsive information, shall produce the requested documents with only the privileged or protected information redacted. The words “Redacted – Privileged” shall appear over the redacted portion or portions of such documents. The Responding Party shall log all information redacted on the basis of privilege or protection on its privilege logs as provided in Paragraph 13. The Parties shall not redact responsive documents on the basis of relevance.

(h) ***Personal Identifying Information Redactions.*** Where requested documents contain responsive information together with personal identifying information that is required to be redacted for filings under Bankruptcy Rule 9037, the Responding Party shall apply any required redactions and produce the requested documents. A black bar shall appear over the redacted portion or portions of such documents. The Responding Party shall not be required to provide a log for documents redacted for personal identifying information.

13. **Privilege Logs.** Within 45 days after substantial completion of a Responding Party’s document production has been made with respect to any particular set of requests for production of documents in the Proceedings, the Responding Party shall provide a privilege log in accordance with subparagraphs (a) through (d) below, identifying responsive documents withheld

in whole or in part (*i.e.*, redacted) on the basis of privilege. All privilege logs must comply with applicable law, and nothing herein modifies or abridges the obligations thereto with respect to assertions of privilege or requirements for production of (including of detail in) a privilege log.

(a) ***Document-by-Document Privilege Log.*** Except as provided in subparagraph (c) below, the Responding Party shall log documents on a document-by-document basis. The Responding Party shall include in its privilege logs the categories, or fields, of information identified in **Attachment B** hereto, to the extent available, unless agreed otherwise in writing or pursuant to an order of Court.

(b) ***Players' List.*** Within 5 business days after providing each privilege log, the Responding Party will provide a list of all individuals appearing on the privilege log (the "Players' List"). The Players' List shall identify each individual by relationship to the Responding Party. The Players' List will identify for each individual at least the following information to the extent applicable and reasonably available: the individual's employer or organization, title, (as to employees, officers, and directors of the Defendants and/or their affiliates) the dates of employment or affiliation with Defendants, relationship with the Defendants, e-mail addresses appearing on the privilege log (including any personal e-mail addresses), ~~and~~ usernames appearing on the privilege log, and if the individual is an attorney or paralegal. As to employees, officers, and directors of the Defendants and/or their affiliates appearing on a Responding Party's privilege log, the Players' List also will identify for each individual the following information to the extent applicable and reasonably available: the individual's current title and current positions held with any affiliate as of the date of the production of the privilege log. As to third-party professionals appearing on a Responding Party's privilege log, the Players' List also will identify

for each individual the following information to the extent applicable and reasonably available: the individual's dates of engagement and the names of Defendant represented in such engagement.

The Players' List will note where information was not reasonably available.

(c) **Categorical Privilege Logging.** The Parties shall meet and confer about the potential use of categorical privilege logs. Absent agreement on the use of categorical privilege logs, any Party may seek relief from the Court on this issue.

(d) **Common Interest Assertions.** If a Responding Party raises common interest or joint defense as a privilege/protection type on the privilege log, the Responding Party shall describe facts sufficient to make a *prima facie* showing of the applicability of the common interest or joint defense protection, including (as applicable) the identification of: (a) the parties to the common interest or joint defense arrangement; (b) whether it is a written, oral, or implied arrangement; (c) the date the common interest began or the common interest agreement was created and/or effectuated; and (d) the nature of the shared common interest(s) that are subject to the agreement.

(e) **Post-Filing Documents.** Consistent and in connection with the discussion regarding applicable date ranges for production of responsive documents, the Requesting Party and Responding Party shall meet and confer regarding the requirement to log privileged documents, communications, or information or trial preparation material or work product generated after the filing of the petitions initiating the Bankruptcy Case (*i.e.*, June 18, 2020). If the Requesting Party and Responding Party are unable to resolve any dispute regarding the need to log such aforementioned privileged documents, communications, or information or trial preparation material or work product, the Requesting Party may seek relief from the Court.

(f) **Privilege Disputes.** The Parties shall log documents consistent with any resolution of the privilege disputes set forth in paragraph C.4 of the CMO by order of the Court or agreement of the Parties.

14. **Meet and Confer.** If the Parties have a dispute regarding any discovery issue related to any of the Proceedings, the Parties must meet and confer in a reasonable timeframe prior to filing a discovery-related motion.

15. **Discovery-Related Motions.** All motion papers under Bankruptcy Rules 7026-7037 and 9016 shall be filed and served consistent with the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Dkt. 27].

16. **Scope of Discovery.** Nothing in this Discovery Plan constitutes an agreement regarding the appropriate substantive scope of discovery, the responsiveness of any document or category thereof, or the relevance or admissibility of any document or category thereof. The Parties reserve all objections as to discoverability, relevance, authenticity, use, and admissibility.

17. **Resolution of Disputes.** The Parties agree to meet and confer in good faith regarding matters related to the production of ESI set forth in this Discovery Plan, the production of ESI not set forth in this Discovery Plan, and the Parties' obligations, if any, in respect of both. If a Responding Party determines that it cannot comply with any material aspect of this Discovery Plan, such Party shall promptly inform the Requesting Party why compliance is impracticable. If the Parties are unable to resolve a dispute concerning interpretation of or compliance with this Discovery Plan or the production of ESI, whether or not pursuant to this Discovery Plan, the Parties shall submit the dispute to the Court for adjudication, *provided that* the Parties have previously met and conferred regarding the dispute. Nothing herein shall affect the Parties' respective

burdens of proof or persuasion in connection with any motion or dispute submitted for resolution by the Court.

18. **No Waiver.** Nothing in this Discovery Plan, including any meet-and-confer obligation specified, constitutes a waiver of any privilege or protection available by law, including any Party's attorney-client privilege or the protection afforded to work product and trial preparation materials. Inadvertent production of information subject to a claim of privilege or protection is addressed in and shall be governed by paragraph M of the *Agreed Protective Order Governing Confidential Information* entered in the Bankruptcy Case (ECF No. 345).

19. **Modifications.** The Parties may, by agreement, modify any provision in this Discovery Plan. If the Parties are unable to agree on a proposed modification, the Party requesting the modification may seek relief from the Court.

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

United States Bankruptcy Court

ATTACHMENT A

ESI Production Format

The Parties shall produce responsive non-privileged ESI in the following format unless agreed otherwise or pursuant to an order of the Court:

1. **Format.** ESI shall be produced in Concordance, Opticon, or universal format.
2. **TIFFs.** Bates-branded, black and white, Group 4, single page TIFF files at 300 dpi, named according to sequential Bates number will be produced for all ESI documents except spreadsheet file types (*e.g.*, .xls, .xlt, .xml), database file types (*e.g.*, .csv), presentation file types (*e.g.*, .ppt, .pptx, .pptm), and software code file types. Single-page TIFF files will be delivered in unique sequentially numbered folders (*i.e.*, 001, 002, 003) and each folder shall not contain more than 5,000 images. No image file name shall contain spaces or underscore symbols. JPG format may be used for pages that require production of color images. If a document was not produced in color and a Party deems color necessary to understand the document, they may request a color image or native form of that document. All image files shall cross reference to both the log file for Opticon image base (.OPT) and Concordance delimited text file (.DAT). For word-processing file types other than email (*e.g.*, .doc), corresponding TIFF files will reflect any track changes or comments contained in the underlying word-processing documents. If a document is more than one page, the unitization of the document and any attachments and/or affixed note shall be maintained as it existed in the original when creating the image file.
3. **TIFF Reference File.** A log file for Opticon image base (.OPT) that lays out the document unitization of each discrete document will be produced.
4. **Native Format.** Spreadsheet file types, database file types, and presentation file types will be produced in native format. The Parties will provide native files, named according to ProdBegDoc, in a separate folder and provide the path to the native file in the DocLink field of the

.DAT file. Documents produced in native file format shall be produced in the manner such files were maintained electronically in the ordinary course of business. A placeholder TIFF shall be produced indicating the Bates number of the native file and confidentiality designation, if applicable. In the event any document produced in native format is to be used as an exhibit at deposition, trial, or otherwise, the Parties may request that the Party using such exhibit provide the MD5 programmatic hash value of the underlying electronic file from which the exhibit is derived to be provided to all Parties, and such information shall be provided promptly.

5. **Other File Formats.** Non-document files types (*e.g.*, .wav,.mp3, .aiff, .avi, .mov, .mp4) will be produced in native format with accompanying slip sheet.

6. **Request for Natives.** The Parties reserve the right to request native files for individual ESI documents produced in TIFF format.

7. **Redactions to Native Format.** To the extent redactions are necessary in a document to be produced in native form, and the ability to remove such redactions cannot reasonably be applied in native form, the document may be converted to TIFF format, or some comparable image file type, for redaction. To the extent that such conversion erodes the legibility or significant functionality of a document, the Parties agree to meet and confer in good faith to determine how such document can be produced without those limitations, and while still protecting the redacted information.

8. **Hard Copy Documents.** Hard-copy or paper documents shall be converted to Group IV, single page TIFF format image files. All hard copy paper documents shall be logically unitized prior to production. Therefore, when scanning or producing paper documents, distinct documents shall not be merged into a single file or database record, and distinct documents shall not be split into multiple files or database records. All Parties shall make their reasonable best efforts to unitize documents correctly.

9. **Extracted Text Files.** For each item of ESI, and any hard-copy or paper document that has been converted to TIFF image file, document level TXT files shall be provided in a separate folder and shall have file names that are identical to the first TIFF image file of the corresponding images for a document. Text from native files shall be extracted directly from the native file, except that, where redaction is necessary for a document to be produced in native format, the text file corresponding to such document may be extracted from the OCR of the redacted image file (as opposed to from the native file). Redactions shall be reflected in the multipage TXT file containing OCR for searching purposes.

10. **Unique IDs.** Each TIFF image shall have a unique, sequential Bates number. Each Native file shall have a unique, sequential Bates number applied to the TIFF placeholder indicating that the file has been produced in native format.

11. **Metadata.** Where available, the Parties shall produce the following metadata fields for all ESI and scanned hard-copy or paper files produced, in an ASCII delimited text file (.DAT), using standard Concordance delimiters:

| Field Name | Description | Example |
|-------------------|---|----------------------------|
| ProdBegDoc | Start Bates value. | ABC0500 |
| EndBegDoc | End Bates value. | ABC0500 |
| ProdBegAtt | Start Bates of first attachment. | ABC0501 |
| ProdEndAtt | End Bates of last attachment. | ABC0503 |
| ImageCount | Total pages in document. | 1 |
| TO | Email TO recipients. | Smith, Mary; Tjones |
| FROM | Email sender (author). | Doe, John |
| CC | Email CC recipients. | Doe, Jane |
| BCC | Email BCC recipients. | Johnson, Mary |
| Subject | Email subject line. | Re: Draft Motion to Compel |
| DateTimeCrt | The date and time the file/email was created. | 4/1/2003 8:12:32 AM |
| DateCreated | The date the file/email was created. | 4/1/2003 |

| Field Name | Description | Example |
|-------------------|---|-----------------------------------|
| TimeCreated | The time the file/email was created. | 8:12:32 AM |
| DateTimeSent | The date and time the email was sent. | 4/1/2003 8:12:32 AM |
| DateSent | The date the email was sent. | 4/1/2003 |
| TimeSent | The time the email was sent. | 8:12:32 AM |
| DateTimeRcv | The date and time the email was received. | 4/1/2003 8:12:32 AM |
| DateReceived | The date the email was received. | 4/1/2003 |
| TimeReceived | The time the email was received. | 8:12:32 AM |
| DateTimeMod | The date and time the file/email was last saved. | 4/1/2003 8:12:32 AM |
| DateModified | The date the file/email was last saved. | 4/1/2003 |
| TimeModified | The time the file/email was last saved. | 8:11:32 AM |
| FileExt | Extension of the file. | .doc |
| Filename | The name of the file. | Filename.doc |
| FileSize | The size of the file or message in bytes. | 802 |
| DocType | The file type determined by the file signature (Excel, Word etc.). | Microsoft Office Word |
| MD5HASH | | |
| Custodian | The Custodian associated with the item. | Doe, John |
| Other Custodians | All custodians who retained a duplicative copy of the file in their ESI files, to the extent that copy was removed by de-duplication. | Doe, John; Doe, Jane; Smith, Mary |
| DocLink | The relative path to the associated native file. | \export\00000000000003E8.xls |

| Field Name | Description | Example |
|---------------------|---|---|
| ExtractText | The extracted text for an item. This field will populate with the path to the text file location and the text will be delivered separately. | “This is sample text. It can be extracted from a document or email or can be generated when converting to TIFF format.” |
| Privilege Redaction | For documents containing both privileged and non-privileged information with only the privileged information redacted | Privilege Redaction |
| Confidentiality | Confidentiality designation pursuant to protective order | Professional Eyes Only; Confidential; None |

ATTACHMENT B

Privilege Log Requirements

The Responding Party (or Responding Parties) shall provide the following information, where available, for each document withheld on the basis of privilege or protection from disclosure and for all information withheld on the basis of privilege or protection from disclosure by use of redactions, to the extent that providing such information would not waive any privilege or protection:¹¹

| Preferred Field Name | Description | Example |
|-----------------------------|--|------------------------|
| Parent/Child | Identifying whether a document is the parent document or child document in a family. | Parent; Child |
| ProdBegDoc | Start Bates number for redacted documents. | [Bates Prefix]_0000500 |
| EndAtt ID or ProdEndAtt | End identifier value of last attachment. Bates number for redacted documents. | [Bates Prefix]_0000503 |
| DocType | The file type (Excel, Word, PowerPoint, Email, PDF, | Microsoft Office Word |
| Author/From | Who drafted or sent the document or message, as applicable. | Doe, Jane |
| TO | Email TO recipients and those who received the document, as applicable. | Smith, Mary; Doe, Jane |
| FROM | Email sender (author). | Doe, John |
| CC | Email CC recipients. | Jones, Thomas |

¹¹ In addition to the information set out in the table that follows, the privilege log will include a column that will state whether a document is a parent, child, or standalone document. The log also will include a column that identifies each logged document's "Attachment Index." Together, the information in these two columns will tell the Requesting Party where to locate on the privilege log the family members, if any, of a listed document that are themselves privileged. For logged documents that have non-privileged family members which the Debtors have produced, the Debtors will provide, either in another column on the log or in an accompanying list, the starting Bates number of at least one such produced family member. Using that Bates number, the Requesting Party may identify all additional produced family members.

| Preferred Field Name | Description | Example |
|-----------------------------|---|---|
| BCC | Email BCC recipients. | Johnson, Mary |
| Date | The date and time the file was created, or if an email the date and time the email was received by the custodian. | 4/1/2003 8:12:32 AM |
| Subject / Document Title | For emails, the subject line of the email including “re” or “fwd” as applicable, subject to redaction if it includes privileged or otherwise protected material; For documents other than emails, the title of the document including the file type signature, subject to redaction if it includes privileged or otherwise protected material. | Re: Settlement Conditions Fwd: Settlement Considerations Motion to Compel Draft 2.2.2022.docx Re: [REDACTED] |
| Emails | Number of emails in chain | 3 |
| Pages | Number of pages of information withheld for withheld documents (as | 20 |
| Custodian | The specific Custodian from which the document was collected. | Doe, John |
| Other Custodians | All Custodians who retained a duplicative copy of the file in their ESI files, to the extent known. | Doe, John; Doe, Jane; Smith, Mary |
| Redacted or Withheld | Identifying whether a document was withheld in its entirety or produced with redactions. | Produced with Redactions or Withheld Entirely |
| Privilege / Protection Type | Privilege and/or protection asserted. | Attorney-Client Privilege, Trial Preparation Material |

| Preferred Field Name | Description | Example |
|---|---|----------------|
| Description | Brief explanation of basis for withholding or redacting document with enough information for Requesting Party to assess claimed basis in accordance with Fourth Circuit law. | |
| Identification of Attorney(s) on E-mail | The specific attorney(s) or non-attorney legal personnel (at the direction of an attorney) appearing in a list of recipients will be specifically identified using an asterisk. | Doe, John* |

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

In re

ALDRICH PUMP LLC, et al.,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

OFFICIAL COMMITTEE OF ASBESTOS
PERSONAL INJURY CLAIMANTS

Plaintiff,

v.

ALDRICH PUMP LLC, MURRAY BOILER LLC,
TRANE TECHNOLOGIES COMPANY LLC, and
TRANE U.S. INC.,

Defendants.

Adv. Pro. No. 21-03029

OFFICIAL COMMITTEE OF ASBESTOS
PERSONAL INJURY CLAIMANTS, on behalf of the
estates of Aldrich Pump LLC and Murray Boiler LLC,

Plaintiff,

v.

INGERSOLL-RAND GLOBAL HOLDING
COMPANY LIMITED, TRANE TECHNOLOGIES
HOLDCO INC., TRANE TECHNOLOGIES
COMPANY LLC, TRANE INC., TUI HOLDINGS
INC., TRANE U.S. INC., and MURRAY BOILER
HOLDINGS LLC,

Defendants.

Adv. Pro. No. 22-03028

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.

**[PROPOSED] ORDER ESTABLISHING
JOINT DISCOVERY PLAN AND REPORT (ESI PROTOCOL)**

In accordance with Rule 26(f) of the Federal Rules of Civil Procedure (the “**Civil Rules**”), made applicable in these cases by Rule 7026 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), a conference was held for the above-captioned adversary proceedings (collectively, the “**Proceedings**”)² on February 1 and 15, 2023 and March 2, 2023. Representatives attended the conference on behalf of Plaintiff Official Committee of Asbestos Personal Injury Claimants (“**Committee**”) in the above-captioned chapter 11 case (the “**Bankruptcy Case**”) and the above-captioned defendants (“**Defendants**,” and together with Plaintiff, the “**Parties**” and each of them a “**Party**”). Following the conference, the Parties agreed that the following *Joint Discovery Plan and Report (ESI Protocol)* (“**Discovery Plan**” or “**Order**”) shall govern discovery in these Proceedings, including discovery of electronically stored information (“**ESI**”).

The Case Management Order (the “**CMO**”) entered in the Proceedings³ shall continue in full force and effect.

1. **Discovery Subjects, Commencement, and Schedule.** The Parties intend to engage in discovery related to the claims and defenses raised in the Proceedings. The Parties may commence discovery in the Proceedings following the entry of this Discovery Plan.

2. **Initial Disclosures.** The initial disclosures pursuant to Civil Rule 26(a)(1) were made by the February 8, 2023 deadline set forth in the CMO.

² The Proceedings are comprised of (a) Adversary Proceeding No. 21-03029 and (b) Adversary Proceeding No. 2203028. The Defendants in Adversary Proceeding No. 22-03029 reserve their rights as set forth in the Case Management Order entered in the Proceedings and in Adversary Proceeding No. 22-03029. *See infra* n.3.

³ Adv. Pro. No. 3:21-ap-03029, Dkt. No. 117; Adv. Pro. No. 3:22-ap-03028, Dkt. No. 39; Adv. Pro. No. 3:22-ap-03029, Dkt. No. 35.

3. **Cooperation.** The Parties shall cooperate in good faith throughout the discovery process in the Proceedings and in accordance with the CMO and this Order. The Parties recognize that discovery of ESI is governed by the proportionality standard as set forth in Civil Rule 26(b)(1).

4. **Search and Identification of ESI.** In responding to future requests for the production of documents⁴ and things, the Parties shall follow the methods to search ESI for documents that will be reviewed for responsiveness, privilege, confidentiality, and production as established in this Order. Past production of documents and things in the adversary proceeding captioned *Aldrich Pump LLC and Murray Boiler LLC v. Those Parties Listed on Appendix A to Complaint and John and Jane Does 1-1000*, Adv. Pro. No. 20-03041 (JCW) (Bankr. W.D.N.C.) (the “**Preliminary Injunction Proceeding**”) shall remain subject to the *Joint Discovery Plan and Report (ESI Protocol)* [Dkt. 415] entered in the Preliminary Injunction Proceeding. Past production of documents and things in the estimation proceeding ordered in the main bankruptcy case (the “**Estimation Proceeding**”) [Dkt. 1127] shall remain subject to the *Joint Discovery Plan and Report (ESI Protocol)* entered in relation to the Estimation Proceeding [Dkt 1302, Ex. 1]. As set forth herein and in the CMO, the Parties reserve all rights to seek, and to oppose, further discovery in these Proceedings consistent with the Civil Rules.

5. **Written Discovery Requests.** Each Party may serve interrogatories, requests for production of documents, and requests for admission (collectively, “**Requests**,” and the Party serving the Requests, the “**Requesting Party**”), subject to the terms of this Discovery Plan, the Bankruptcy Rules, the Civil Rules, the CMO, and any other applicable order of the Court.

⁴ For the purposes of this Discovery Plan, “Document” shall have the meaning set forth in Civil Rule 34 but shall exclude Documents that the Parties agree are not reasonably accessible as described in paragraph 11(b) hereof.

6. **Limitations on Discovery.** The Parties agree to the following modifications to the limitations on discovery:⁵

(a) Interrogatories

- (1) Maximum of 45 interrogatories, including subparts, by the Defendants (as a group) cumulative to all Parties.
- (2) Maximum of 45 interrogatories, including subparts, by the Plaintiff cumulative to all Parties.

(b) Requests for Admission

- (1) Maximum of 35 requests for admission by the Defendants (as a group) cumulative to all Parties.
- (2) Maximum of 35 requests for admission by the Plaintiff cumulative to all Parties.

(c) Depositions⁶

- (1) Maximum of 20 depositions for the Defendants (as a group).
- (2) Maximum of 20 depositions for the Plaintiff.
- (3) Prior to the commencement of any depositions, the Parties will agree to meet and confer in good faith to discuss the parameters of a deposition protocol.

7. **Document Production.** Within 30 days after (a) a Party responding to a set of Requests for production (the “**Responding Party**”) has served its responses and objections, (b) the Parties have agreed to the identity of those Custodians (as that term is defined in paragraph 8

⁵ For the avoidance of doubt, the above-referenced limitations shall not apply to expert discovery (including, without limitation, depositions of expert witnesses), which shall be addressed in a separate order.

⁶ If any Party believes additional depositions are necessary, the Parties shall meet and confer in good faith regarding such a request for additional depositions. The Parties reserve their rights to seek authorization to conduct additional depositions upon a showing of good cause.

below) whose ESI and hard-copy documents are to be searched in connection with that set of Requests and the non-Custodian files, repositories, and share drives to be searched, and (c) the Parties have agreed to the search terms to be applied in that effort, productions of documents that are not duplicative of the documents produced in the Preliminary Injunction Proceeding shall commence (the “**Production Commencement Date**”) and be made on a rolling basis until complete. Such Production Commencement Date shall be subject to extension or enlargement by agreement of the respective Requesting Party(ies) and the Responding Party(ies) or order of this Court. The Parties shall meet and confer to agree upon production completion deadlines. Absent agreement, such disputes may be brought to the Court for resolution.

8. **Custodians.** The Parties previously have identified and agreed upon certain custodians for purposes of production of documents in connection with the Preliminary Injunction Proceeding and related search terms. If additional custodians are agreed upon, or ordered, and subject to the procedures set out in paragraphs 9, 11, and 12 below, in response to Requests for production, a Responding Party shall search the ESI and, where not unduly burdensome, the hard-copy documents of current and/or former employees, other individuals or organizations whose ESI or documents are in the Responding Party’s possession, custody, or control (each a “**Custodian**”), whether or not the Custodian was identified in the Rule 26(a)(1) initial disclosures. Nothing in this paragraph or this Order affects any Party’s rights in negotiating additional search terms or parameters for custodians previously agreed to in the Preliminary Injunction Proceeding or new custodians as contemplated in Paragraph 9. Nor is there any obligation to re-produce documents that were previously produced in connection with the Preliminary Injunction Proceeding.

9. **Identification of Custodians and Files to Be Searched.** The Parties shall meet and confer to identify Custodians not previously identified and agreed upon in the Preliminary Injunction Proceeding likely to have discoverable, responsive, and non-duplicative documents, data, or communications and the files of each Custodian where such information is stored. The Requesting Party may designate Custodians whom it believes in good faith to have responsive documents, data, or communications.⁷ The Responding Party may in good faith challenge any such designation within five business days. The Parties shall negotiate in good faith to reach agreement as to the number and identity of Custodians whose files will be searched in connection with the Proceedings and which files will be searched for each Custodian (*e.g.*, and without limitation, hard-copy documents, electronic files, and emails). After reaching agreement on the number and identity of Custodians and the files to be searched for each Custodian, the Requesting Party may request additional Custodians and/or additional files if, in its view, it becomes apparent that such other Custodians or files are likely to have responsive documents. The Parties shall meet and confer in good faith regarding such a request. If the Parties are unable to resolve any dispute regarding Custodian designation, whether concerning the number or identity of Custodians or the files to be searched, the Requesting Party may seek relief from the Court.

10. **Preservation Obligations.** Nothing in this Discovery Plan shall limit or expand the Parties' respective preservation obligations imposed by rule or law.

11. **Search and Identification of Responsive Documents.** In connection with a Responding Party's responses to Requests for production, the Parties shall meet and confer about

⁷ All parties reserve their rights with respect to whether and to what extent such Custodians may include a Responding Party's respective professionals.

methods to search for documents that will be reviewed for responsiveness, privilege, confidentiality, and production.

(a) ***Application of Search Methodology.*** The Parties shall meet and confer to develop a search methodology to be applied to identify and limit the volume of documents to be reviewed for responsiveness, including with respect to ESI. The Parties shall use the search terms previously agreed to in connection with the Preliminary Injunction Proceeding as a starting point, and to the extent any Party desires to modify and/or add search terms, the Party seeking the modification and/or addition shall propose search terms to apply to the search of Custodial files, Shared Repositories, or other files, as appropriate, and meet and confer in an attempt to reach agreement as to those terms. If the Responding Party objects to any search terms proposed by the Requesting Party (including because the terms identified return an unmanageable volume of ESI for review), the Responding Party may propose modifications to the terms and, if the volume of ESI is of concern, the Responding Party shall provide a hit report identifying the number of unique hits for such terms. Ultimately, the Requesting Party(ies) and Responding Party must come to an agreement as to the proposed modification of terms, or otherwise the Requesting Party(ies) may seek Court relief. As specified in paragraphs 11(e) and 11(f), the Parties may use certain additional search methods and analytics tools to manage the volume of ESI for review.

(b) ***Not Reasonably Accessible ESI.*** The Parties agree that they will work cooperatively to determine what ESI is reasonably accessible and what is not and agree to consider in good faith reasonable requests for information on ESI management in that effort. ESI of limited accessibility may include those documents created or used by electronic media no longer in use, maintained in redundant electronic storage media, or for which retrieval involves substantial cost.

For purposes of this paragraph, the Parties agree that the following sources of ESI are not reasonably accessible:

- (i) Data stored in a backup system for the purpose of system recovery or information recovery, including, without limitation, disaster recovery backup tapes and media, continuity of operations systems, and data or system mirrors or shadows.
- (ii) Voicemail recording, subject to the Requesting Party's reservation of rights to seek such data for individual Custodians where discovery indicates that voicemails may exist responsive to the information requested.
- (iii) Mobile devices and ESI or other data stored on mobile devices, including smart phones and tablets,⁸ subject to each Custodian certifying (the "**Mobile Telephone Certification**") under penalty of perjury either that (A) they did not use a mobile telephone for business purposes⁹ during the relevant date range other than making or receiving calls, or (B) if they use a mobile telephone for such business purposes, that all data and information used for such purposes is otherwise stored in the Responding Party's systems and will be collected from another source or was *de minimis*.¹⁰ This Mobile Telephone Certification shall be provided to the Requesting Party within 30 days of service of written discovery or within 30 days after such later date that the Custodian is identified and agreed upon or ordered by the Court. In any case, this subparagraph also is subject to the Requesting Party's reservation of right to seek such data from individual Custodians where discovery indicates that data or information on mobile devices may exist and may be responsive to the information requested and the Responding Party's reservation of right to object to any such request.
- (iv) Legacy data (*e.g.*, data stored on floppy discs).

⁸ For the avoidance of doubt, the term "mobile devices" does not include laptop computers.

⁹ For the avoidance of doubt, business purposes include, without limitation, the taking of notes, creation or editing of documents, and communications thereto, in each case for work-related purposes.

¹⁰ "*De minimis*," as used in this paragraph 11(b)(iii) and in paragraph 11(b)(x) below, refers to a use that is negligible and, in any event, unrelated to any substantive work on Project Omega or the Debtors' chapter 11 case.

- (v) Deleted, erased, or overwritten computer files, whether fragmented or whole, which were deleted in the regular course of business before the duty arose to preserve.
- (vi) Data stored in Random Access Memory (*i.e.*, RAM), cache memory, or in temporary or cache files, including internet history, web browser cache, and cookie files, wherever located.
- (vii) Encrypted data/password protected files, where the key or password cannot be ascertained without extraordinary efforts.
- (viii) Data stored on printers, photocopiers, scanners, and fax machines.
- (ix) Data stored as server, system, or network logs.
- (x) Instant/chat messaging (including, *e.g.*, Slack or WhatsApp), subject to each Custodian certifying (the “**Instant Message Certification**”) under penalty of perjury that they did not, during the relevant date range, use any instant messaging program, application, or platform for business purposes, other than use that was *de minimis*. This Instant Message Certification shall be provided to the Requesting Party within 30 days of service of written discovery or within 30 days after such later date that the Custodian is identified and agreed upon or ordered by the Court. In any case, this subparagraph also is subject to the Requesting Party’s reservation of right to seek such data and information from individual Custodians where discovery indicates that data or information in instant messaging programs, applications, or platforms may exist and may be responsive to the information requested and the Responding Party’s reservation of right to object to any such request.

(c) ***Shared Repositories and Drives.*** The Parties shall, in good faith and using reasonable measures, identify and search shared repositories, shared databases, and shared drives reasonably likely to contain discoverable documents or communications (“**Shared Repositories**”).

(d) ***Date Range.*** The Parties agree that the search of ESI, in either Custodian files or Shared Repositories, should be limited to the time period during which relevant information

was most likely created or received. For the purposes of discovery in the Proceedings, the Requesting Party and the Responding Party will meet and confer to determine the applicable date range(s) applicable to the subject requests. The Requesting Party and the Responding Party each reserve the right to argue that a different date range should be applied to identify documents for review and potential production in response to a particular request for production. If the Requesting Party and the Responding Party are unable to resolve any dispute regarding the applicable date range(s), the Requesting Party may seek relief from the Court.

(e) ***Use of Predictive Coding, Clustering, or Technology Assisted Review.***

Before a Responding Party employs culling tools, such as predictive coding, clustering, or Technology Assisted Review, to remove from review documents otherwise identified using the search terms and date range referenced herein, the Responding Party shall advise the Requesting Party of its intention to use such tools and, if utilized, timely provide the Requesting Party the parameters in which the Responding Party intends to use such tools. Within seven days of being notified of the Responding Party's intention to use predictive coding or other analytic tools listed in this paragraph, the Requesting Party may object in writing. In the event of an objection, the Parties shall meet and confer and attempt to reach resolution. If no resolution is met, the Parties may raise disputed issues with the Court.

(f) ***Use of Other Review Analytics.*** The Parties may use other reasonable analytics or tools, including, without limitation, de-duplication, email threading, inclusiveness-only review and production, and technology-assisted review to streamline the review of ESI, to the extent that those review analytics and tools are consistent with other provisions in this Discovery Plan, including provisions relating to the Form of Production (*see infra* paragraph 12).

The analytic tools any Responding Party intends to use shall be timely disclosed to the Requesting Parties. Those analytics used for non-culling purposes need not be disclosed.

12. **Form of Production.** The Parties agree to produce responsive non-privileged documents in the manner set out in this Discovery Plan. The Parties agree to take reasonable steps not to degrade the searchability or legibility of any information as part of the document review and production processes. Documents previously produced in the Bankruptcy Case (including in connection with other adversary proceedings) shall be deemed to be reproduced as they were in those proceedings and their production need not be duplicated herein and the format need not be modified to meet any different requirements of this Discovery Plan. Additionally, if particular responsive information warrants a format different than those set out below, the Parties shall meet and confer in an effort to agree on a mutually acceptable format.

(a) **Format of ESI.** The Parties shall produce responsive non-privileged ESI in the format set out in **Attachment A** hereto unless otherwise agreed in writing or ordered by the Court.

(b) **Format of Electronically Scanned Hard Copies.** The Parties shall produce electronically scanned hard-copy documents in the applicable format set out in Attachment A unless otherwise agreed in writing or ordered by the Court. In particular, the Parties shall format such documents with optical character recognition, or OCR, as described in Attachment A and include the metadata fields identified in Attachment A where that metadata is available.

(c) **Complete Families.** The Parties shall produce electronic documents and email communications as complete families. The Parties shall not dissociate attachments to emails or other documents from parent emails or documents even if the attachments are exact duplicates

of other documents in the production. Parent documents and any attachments shall be assigned sequential Bates numbers. If a responsive, non-privileged email or document has a privileged attachment, a Party may replace the attachment with a Bates-numbered slip sheet indicating that it has been produced as a replacement for a document withheld in its entirety on privilege grounds or may redact from the face of the attachment privileged material that appears in or on an otherwise discoverable non-privileged document.

(d) ***Email Threading.*** The Parties agree that email threading and inclusiveness-only review and production may be applied to production documents such that only the most inclusive version of any responsive, non-privileged email chain is produced; *provided that* the email-threading process is performed by an e-discovery vendor in a manner consistent with standard practices in the industry and that all independent responsive, non-privileged branches of the chain are produced (including any email within a chain containing any attachment) and *provided further that* entries for every email withheld appear on the privilege log regardless of where it appears in the chain. For the avoidance of doubt, if a thread has unique documents attached, that thread will be considered inclusive, and shall be produced.

(e) ***Global De-duplication.*** The Responding Party shall apply automated document deduplication, performed by an e-discovery vendor in a manner consistent with standard practices in the industry, across ESI identified for review and production such that only one copy of any responsive document is produced; however, de-duplication shall be performed only at the document family level such that attachments are not de-duplicated against identical stand-alone versions of such documents and vice-versa.

(f) ***Related Metadata.*** The Responding Party shall include in its production “Other Custodian” metadata, to the extent available, identifying each Custodian who appears from the available ESI to have maintained a copy of the produced document in his or her files (where such copy was removed from production through the de-duplication process).

(g) ***Privilege Redactions.*** Where requested documents contain responsive information together with privileged or protected information, the Responding Party, to the extent it can do so without undue burden and while preserving for production the responsive information, shall produce the requested documents with only the privileged or protected information redacted. The words “Redacted – Privileged” shall appear over the redacted portion or portions of such documents. The Responding Party shall log all information redacted on the basis of privilege or protection on its privilege logs as provided in Paragraph 13. The Parties shall not redact responsive documents on the basis of relevance.

(h) ***Personal Identifying Information Redactions.*** Where requested documents contain responsive information together with personal identifying information that is required to be redacted for filings under Bankruptcy Rule 9037, the Responding Party shall apply any required redactions and produce the requested documents. A black bar shall appear over the redacted portion or portions of such documents. The Responding Party shall not be required to provide a log for documents redacted for personal identifying information.

13. **Privilege Logs.** Within 45 days after substantial completion of a Responding Party’s document production has been made with respect to any particular set of requests for production of documents in the Proceedings, the Responding Party shall provide a privilege log in accordance with subparagraphs (a) through (d) below, identifying responsive documents withheld

in whole or in part (*i.e.*, redacted) on the basis of privilege. All privilege logs must comply with applicable law, and nothing herein modifies or abridges the obligations thereto with respect to assertions of privilege or requirements for production of (including of detail in) a privilege log.

(a) ***Document-by-Document Privilege Log.*** Except as provided in subparagraph (c) below, the Responding Party shall log documents on a document-by-document basis. The Responding Party shall include in its privilege logs the categories, or fields, of information identified in **Attachment B** hereto, to the extent available, unless agreed otherwise in writing or pursuant to an order of Court.

(b) ***Players' List.*** Within 5 business days after providing each privilege log, the Responding Party will provide a list of all individuals appearing on the privilege log (the "**Players' List**"). The Players' List shall identify each individual by relationship to the Responding Party. The Players' List will identify for each individual at least the following information to the extent applicable and reasonably available: the individual's employer or organization, e-mail addresses appearing on the privilege log (including any personal e-mail addresses), usernames appearing on the privilege log, and if the individual is an attorney or paralegal. As to employees, officers, and directors of the Defendants and/or their affiliates appearing on a Responding Party's privilege log, the Players' List also will identify for each individual the following information to the extent applicable and reasonably available: the individual's current title and current positions held with any affiliate as of the date of the production of the privilege log. As to third-party professionals appearing on a Responding Party's privilege log, the Players' List also will identify for each individual the following information to the extent applicable and reasonably available: the individual's dates of engagement and the names

of Defendant represented in such engagement. The Players' List will note where information was not reasonably available.

(c) ***Categorical Privilege Logging.*** The Parties shall meet and confer about the potential use of categorical privilege logs. Absent agreement on the use of categorical privilege logs, any Party may seek relief from the Court on this issue.

(d) ***Common Interest Assertions.*** If a Responding Party raises common interest or joint defense as a privilege/protection type on the privilege log, the Responding Party shall describe facts sufficient to make a *prima facie* showing of the applicability of the common interest or joint defense protection, including (as applicable) the identification of: (a) the parties to the common interest or joint defense arrangement; (b) whether it is a written, oral, or implied arrangement; (c) the date the common interest began or the common interest agreement was created and/or effectuated; and (d) the nature of the shared common interest(s) that are subject to the agreement.

(e) ***Post-Filing Documents.*** Consistent and in connection with the discussion regarding applicable date ranges for production of responsive documents, the Requesting Party and Responding Party shall meet and confer regarding the requirement to log privileged documents, communications, or information or trial preparation material or work product generated after the filing of the petitions initiating the Bankruptcy Case (*i.e.*, June 18, 2020). If the Requesting Party and Responding Party are unable to resolve any dispute regarding the need to log such aforementioned privileged documents, communications, or information or trial preparation material or work product, the Requesting Party may seek relief from the Court.

(f) **Privilege Disputes.** The Parties shall log documents consistent with any resolution of the privilege disputes set forth in paragraph C.4 of the CMO by order of the Court or agreement of the Parties.

14. **Meet and Confer.** If the Parties have a dispute regarding any discovery issue related to any of the Proceedings, the Parties must meet and confer in a reasonable timeframe prior to filing a discovery-related motion.

15. **Discovery-Related Motions.** All motion papers under Bankruptcy Rules 7026-7037 and 9016 shall be filed and served consistent with the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Dkt. 27].

16. **Scope of Discovery.** Nothing in this Discovery Plan constitutes an agreement regarding the appropriate substantive scope of discovery, the responsiveness of any document or category thereof, or the relevance or admissibility of any document or category thereof. The Parties reserve all objections as to discoverability, relevance, authenticity, use, and admissibility.

17. **Resolution of Disputes.** The Parties agree to meet and confer in good faith regarding matters related to the production of ESI set forth in this Discovery Plan, the production of ESI not set forth in this Discovery Plan, and the Parties' obligations, if any, in respect of both. If a Responding Party determines that it cannot comply with any material aspect of this Discovery Plan, such Party shall promptly inform the Requesting Party why compliance is impracticable. If the Parties are unable to resolve a dispute concerning interpretation of or compliance with this Discovery Plan or the production of ESI, whether or not pursuant to this Discovery Plan, the Parties shall submit the dispute to the Court for adjudication, *provided that* the Parties have previously met and conferred regarding the dispute. Nothing herein shall affect the Parties' respective

burdens of proof or persuasion in connection with any motion or dispute submitted for resolution by the Court.

18. **No Waiver.** Nothing in this Discovery Plan, including any meet-and-confer obligation specified, constitutes a waiver of any privilege or protection available by law, including any Party's attorney-client privilege or the protection afforded to work product and trial preparation materials. Inadvertent production of information subject to a claim of privilege or protection is addressed in and shall be governed by paragraph M of the *Agreed Protective Order Governing Confidential Information* entered in the Bankruptcy Case (ECF No. 345).

19. **Modifications.** The Parties may, by agreement, modify any provision in this Discovery Plan. If the Parties are unable to agree on a proposed modification, the Party requesting the modification may seek relief from the Court.

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

United States Bankruptcy Court

ATTACHMENT A

ESI Production Format

The Parties shall produce responsive non-privileged ESI in the following format unless agreed otherwise or pursuant to an order of the Court:

1. **Format.** ESI shall be produced in Concordance, Opticon, or universal format.
2. **TIFFs.** Bates-branded, black and white, Group 4, single page TIFF files at 300 dpi, named according to sequential Bates number will be produced for all ESI documents except spreadsheet file types (*e.g.*, .xls, .xlt, .xml), database file types (*e.g.*, .csv), presentation file types (*e.g.*, .ppt, .pptx, .pptm), and software code file types. Single-page TIFF files will be delivered in unique sequentially numbered folders (*i.e.*, 001, 002, 003) and each folder shall not contain more than 5,000 images. No image file name shall contain spaces or underscore symbols. JPG format may be used for pages that require production of color images. If a document was not produced in color and a Party deems color necessary to understand the document, they may request a color image or native form of that document. All image files shall cross reference to both the log file for Opticon image base (.OPT) and Concordance delimited text file (.DAT). For word-processing file types other than email (*e.g.*, .doc), corresponding TIFF files will reflect any track changes or comments contained in the underlying word-processing documents. If a document is more than one page, the unitization of the document and any attachments and/or affixed note shall be maintained as it existed in the original when creating the image file.
3. **TIFF Reference File.** A log file for Opticon image base (.OPT) that lays out the document unitization of each discrete document will be produced.
4. **Native Format.** Spreadsheet file types, database file types, and presentation file types will be produced in native format. The Parties will provide native files, named according to ProdBegDoc, in a separate folder and provide the path to the native file in the DocLink field of the

.DAT file. Documents produced in native file format shall be produced in the manner such files were maintained electronically in the ordinary course of business. A placeholder TIFF shall be produced indicating the Bates number of the native file and confidentiality designation, if applicable. In the event any document produced in native format is to be used as an exhibit at deposition, trial, or otherwise, the Parties may request that the Party using such exhibit provide the MD5 programmatic hash value of the underlying electronic file from which the exhibit is derived to be provided to all Parties, and such information shall be provided promptly.

5. **Other File Formats.** Non-document files types (*e.g.*, .wav,.mp3, .aiff, .avi, .mov, .mp4) will be produced in native format with accompanying slip sheet.

6. **Request for Natives.** The Parties reserve the right to request native files for individual ESI documents produced in TIFF format.

7. **Redactions to Native Format.** To the extent redactions are necessary in a document to be produced in native form, and the ability to remove such redactions cannot reasonably be applied in native form, the document may be converted to TIFF format, or some comparable image file type, for redaction. To the extent that such conversion erodes the legibility or significant functionality of a document, the Parties agree to meet and confer in good faith to determine how such document can be produced without those limitations, and while still protecting the redacted information.

8. **Hard Copy Documents.** Hard-copy or paper documents shall be converted to Group IV, single page TIFF format image files. All hard copy paper documents shall be logically unitized prior to production. Therefore, when scanning or producing paper documents, distinct documents shall not be merged into a single file or database record, and distinct documents shall not be split into multiple files or database records. All Parties shall make their reasonable best efforts to unitize documents correctly.

9. **Extracted Text Files.** For each item of ESI, and any hard-copy or paper document that has been converted to TIFF image file, document level TXT files shall be provided in a separate folder and shall have file names that are identical to the first TIFF image file of the corresponding images for a document. Text from native files shall be extracted directly from the native file, except that, where redaction is necessary for a document to be produced in native format, the text file corresponding to such document may be extracted from the OCR of the redacted image file (as opposed to from the native file). Redactions shall be reflected in the multipage TXT file containing OCR for searching purposes.

10. **Unique IDs.** Each TIFF image shall have a unique, sequential Bates number. Each Native file shall have a unique, sequential Bates number applied to the TIFF placeholder indicating that the file has been produced in native format.

11. **Metadata.** Where available, the Parties shall produce the following metadata fields for all ESI and scanned hard-copy or paper files produced, in an ASCII delimited text file (.DAT), using standard Concordance delimiters:

| Field Name | Description | Example |
|-------------------|---|----------------------------|
| ProdBegDoc | Start Bates value. | ABC0500 |
| EndBegDoc | End Bates value. | ABC0500 |
| ProdBegAtt | Start Bates of first attachment. | ABC0501 |
| ProdEndAtt | End Bates of last attachment. | ABC0503 |
| ImageCount | Total pages in document. | 1 |
| TO | Email TO recipients. | Smith, Mary; Tjones |
| FROM | Email sender (author). | Doe, John |
| CC | Email CC recipients. | Doe, Jane |
| BCC | Email BCC recipients. | Johnson, Mary |
| Subject | Email subject line. | Re: Draft Motion to Compel |
| DateTimeCrt | The date and time the file/email was created. | 4/1/2003 8:12:32 AM |
| DateCreated | The date the file/email was created. | 4/1/2003 |

| Field Name | Description | Example |
|-------------------|---|-----------------------------------|
| TimeCreated | The time the file/email was created. | 8:12:32 AM |
| DateTimeSent | The date and time the email was sent. | 4/1/2003 8:12:32 AM |
| DateSent | The date the email was sent. | 4/1/2003 |
| TimeSent | The time the email was sent. | 8:12:32 AM |
| DateTimeRcv | The date and time the email was received. | 4/1/2003 8:12:32 AM |
| DateReceived | The date the email was received. | 4/1/2003 |
| TimeReceived | The time the email was received. | 8:12:32 AM |
| DateTimeMod | The date and time the file/email was last saved. | 4/1/2003 8:12:32 AM |
| DateModified | The date the file/email was last saved. | 4/1/2003 |
| TimeModified | The time the file/email was last saved. | 8:11:32 AM |
| FileExt | Extension of the file. | .doc |
| Filename | The name of the file. | Filename.doc |
| FileSize | The size of the file or message in bytes. | 802 |
| DocType | The file type determined by the file signature (Excel, Word etc.). | Microsoft Office Word |
| MD5HASH | | |
| Custodian | The Custodian associated with the item. | Doe, John |
| Other Custodians | All custodians who retained a duplicative copy of the file in their ESI files, to the extent that copy was removed by de-duplication. | Doe, John; Doe, Jane; Smith, Mary |
| DocLink | The relative path to the associated native file. | \\export\00000000000003E8.xls |

| Field Name | Description | Example |
|---------------------|---|---|
| ExtractText | The extracted text for an item. This field will populate with the path to the text file location and the text will be delivered separately. | “This is sample text. It can be extracted from a document or email or can be generated when converting to TIFF format.” |
| Privilege Redaction | For documents containing both privileged and non-privileged information with only the privileged information redacted | Privilege Redaction |
| Confidentiality | Confidentiality designation pursuant to protective order | Professional Eyes Only; Confidential; None |

ATTACHMENT B

Privilege Log Requirements

The Responding Party (or Responding Parties) shall provide the following information, where available, for each document withheld on the basis of privilege or protection from disclosure and for all information withheld on the basis of privilege or protection from disclosure by use of redactions, to the extent that providing such information would not waive any privilege or protection:¹¹

| Preferred Field Name | Description | Example |
|-----------------------------|--|------------------------|
| Parent/Child | Identifying whether a document is the parent document or child document in a family. | Parent; Child |
| ProdBegDoc | Start Bates number for redacted documents. | [Bates Prefix]_0000500 |
| EndAtt ID or ProdEndAtt | End identifier value of last attachment. Bates number for redacted documents. | [Bates Prefix]_0000503 |
| DocType | The file type (Excel, Word, PowerPoint, Email, PDF, | Microsoft Office Word |
| Author/From | Who drafted or sent the document or message, as applicable. | Doe, Jane |
| TO | Email TO recipients and those who received the document, as applicable. | Smith, Mary; Doe, Jane |
| FROM | Email sender (author). | Doe, John |

¹¹ In addition to the information set out in the table that follows, the privilege log will include a column that will state whether a document is a parent, child, or standalone document. The log also will include a column that identifies each logged document's "Attachment Index." Together, the information in these two columns will tell the Requesting Party where to locate on the privilege log the family members, if any, of a listed document that are themselves privileged. For logged documents that have non-privileged family members which the Debtors have produced, the Debtors will provide, either in another column on the log or in an accompanying list, the starting Bates number of at least one such produced family member. Using that Bates number, the Requesting Party may identify all additional produced family members.

| Preferred Field Name | Description | Example |
|-----------------------------|---|---|
| CC | Email CC recipients. | Jones, Thomas |
| BCC | Email BCC recipients. | Johnson, Mary |
| Date | The date and time the file was created, or if an email the date and time the email was received by the custodian. | 4/1/2003 8:12:32 AM |
| Subject / Document Title | For emails, the subject line of the email including “re” or “fwd” as applicable, subject to redaction if it includes privileged or otherwise protected material; For documents other than emails, the title of the document including the file type signature, subject to redaction if it includes privileged or otherwise protected material. | Re: Settlement Conditions Fwd: Settlement Considerations Motion to Compel Draft 2.2.2022.docx Re: [REDACTED] |
| Emails | Number of emails in chain | 3 |
| Pages | Number of pages of information withheld for withheld documents (as | 20 |
| Custodian | The specific Custodian from which the document was collected. | Doe, John |
| Other Custodians | All Custodians who retained a duplicative copy of the file in their ESI files, to the extent known. | Doe, John; Doe, Jane; Smith, Mary |
| Redacted or Withheld | Identifying whether a document was withheld in its entirety or produced with redactions. | Produced with Redactions or Withheld Entirely |
| Privilege / Protection Type | Privilege and/or protection asserted. | Attorney-Client Privilege, Trial Preparation Material |

| Preferred Field Name | Description | Example |
|---|---|----------------|
| Description | Brief explanation of basis for withholding or redacting document with enough information for Requesting Party to assess claimed basis in accordance with Fourth Circuit law. | |
| Identification of Attorney(s) on E-mail | The specific attorney(s) or non-attorney legal personnel (at the direction of an attorney) appearing in a list of recipients will be specifically identified using an asterisk. | Doe, John* |