

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

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In re :  
ALDRICH PUMP LLC, *et al.*, :  
Debtors. :  
Misc. No. 1:22-MC-00080-TJK-RMM  
Underlying Case: *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (U.S. Bankruptcy Court Western District of North Carolina, Charlotte Division)

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**ALDRICH PUMP LLC AND MURRAY BOILER LLC’S COMBINED MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION TO TRANSFER SUBPOENA-RELATED MOTIONS TO THE ISSUING COURT, AND IN OPPOSITION TO THE MANVILLE TRUST MATCHING CLAIMANTS’ MOTION TO QUASH OR MODIFY SUBPOENA, OR ALTERNATIVELY, FOR PROTECTIVE ORDER**



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## PRELIMINARY STATEMENT<sup>1</sup>

It would be difficult to construct a more compelling case for transferring a subpoena-related motion under Rule 45(f) to the issuing court than the situation presented here. Indeed, the issuing court, the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”), has already ruled multiple times on essentially identical objections to those made in the Motion to Quash, both in the above-captioned case before the subpoena was issued, and in a similar case pending before it. Courts in several jurisdictions are considering motions relating to identical subpoenas, creating a significant risk of inconsistent rulings absent transfer. Finally, there are no “local interests” implicated by the Motion to Quash, as the movants (who are not the target of the subpoena) have offered no evidence that they even reside in this District.

Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”) (collectively, the “Debtors”) are debtors in Chapter 11 proceedings pending in the Bankruptcy Court. On July 5, 2022, the Debtors served a subpoena (the “Subpoena”)<sup>2</sup> on the Manville Personal Injury Settlement Trust (the “Manville Trust”). The Bankruptcy Court granted the Debtors’ motion seeking authorization to issue the Subpoena, along with identical subpoenas to other asbestos personal injury trusts, claims processing facilities, and another debtor who was a frequent asbestos personal injury defendant (the “Bankruptcy Court Order”). The Bankruptcy Court Order came after litigation in which multiple objectors appeared and contested the Debtors’ motion, raising nearly identical objections to those raised in the Motion to Quash here.

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<sup>1</sup> The Debtors are filing identical copies of this Memorandum of Law, both in support of their Motion to Transfer the Subpoena-Related Motions to the Bankruptcy Court and in Opposition to The Manville Trust Matching Claimants’ Motion to Quash or Modify Subpoena, or Alternatively for Protective Order [D.I. 2] (the “Motion to Quash”).

<sup>2</sup> See Subpoena, attached as Exhibit A to the accompanying Declaration of Debtors’ counsel, David S. Torborg (“Debtors’ Counsel’s Decl.”).

The Subpoena requires the Manville Trust to search its electronic database and produce limited, non-confidential information from that database demonstrating whether certain individuals, who filed and resolved asbestos personal injury claims against the Debtors in the tort system, also sought to recover for those same asbestos personal injury claims from the Manville Trust. These individuals are referred to as the “Manville Matching Claimants.” The Bankruptcy Court, in issuing its Order, ruled that the information sought by the Subpoena is “relevant and necessary” to the Debtors’ bankruptcy cases. Counsel for certain of the Manville Matching Claimants filed a pair of Motions in this Court directed at the Subpoena: (1) the Motion to Quash [D.I. 2]; and (2) the Motion to Proceed Anonymously [D.I. 1].<sup>3</sup>

Rather than rule on the merits, the appropriate course of action here is to transfer the Motion to Quash to the Bankruptcy Court under Federal Rule of Civil Procedure 45(f). Indeed, earlier this summer the District Court for the Eastern District of Virginia transferred nearly identical subpoena-related motions filed by another similar group of Manville Trust matching claimants (represented by the same counsel) to the Bankruptcy Court. *See In re DBMP LLC*, 1:22-MC-00009 (E.D. Va. May 31, 2022) [D.I. 42].<sup>4</sup> The subpoena there was issued by the debtor in another asbestos bankruptcy case (“*DBMP*”) that is also pending in the Bankruptcy Court before the same judge as the Debtors’ bankruptcies (Bankruptcy Judge Craig Whitley).

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<sup>3</sup> The target of the Subpoena, the Manville Trust, has not filed any motion related to the Subpoena. The Debtors continue to meet and confer with the Manville Trust.

<sup>4</sup> Because the Manville Matching Claimants filed their Motions anonymously, the Debtors are presently unable to identify which of them also filed the objections which were considered and ultimately rejected by the *DBMP* court. The Debtors do know, however, that 36 law firms acting as counsel to the Manville Matching Claimants in this proceeding also acted as counsel to the matching claimants in the *DBMP* proceeding. *Compare* Motion to Quash Ex. A (“Participating Matching Claimant Counsel”), with *In re DBMP LLC*, 1:22-MC-00009 (E.D. Va. Apr. 27, 2022) [D.I. 6-5] (“Participating Matching Claimant Counsel”).

Just last week, after that transfer, the Bankruptcy Court in *DBMP* entered orders denying matching claimants’ motion to quash and motion to proceed anonymously.<sup>5</sup>

The Court here should likewise transfer the Manville Matching Claimants’ Motions to the Bankruptcy Court. Transferring these Motions is in the interest of justice, as the Bankruptcy Court has previously considered and overruled the very same objections that are advanced here, both when it granted the Debtors’ motion to issue the Subpoena and when it denied the similar matching claimants’ motion to quash the nearly identical subpoena in *DBMP*. Further, the Bankruptcy Court is intimately familiar with the nature and scope of the issues in the Debtors’ bankruptcy cases that are relevant to the Subpoena.

Transfer under Rule 45(f) also furthers judicial economy and avoids the risk of inconsistent rulings. The Debtors, with the approval of the Bankruptcy Court, served identical subpoenas to the one at issue here on 22 entities, and there are now motions to quash and/or compel pending in multiple districts throughout the country that raise nearly identical issues. The Debtors have moved to transfer all of these matters to the Bankruptcy Court under Rule 45(f). As the “issuing court” for the Subpoenas in question, the Bankruptcy Court is the sole forum where such consolidation is possible.

By contrast, while this District is the “court of compliance” for the Subpoena under Rule 45, there is little to no local interest in resolving the subpoena-related objections here. There is

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<sup>5</sup> See Order Denying Manville Matching Claimants’ Motion to Quash or Modify Subpoena or Alternatively for Protective Order, *In re DBMP LLC*, No. 22-00300 (JCW) (Bankr. W.D.N.C. Sept. 8, 2022) [D.I. 22] (the “Order Denying the Manville Matching Claimants Motion to Quash in *DBMP*”), and Order Denying Manville Matching Claimants’ Motion to Proceed Anonymously, *In re DBMP LLC*, No. 22-00300 (JCW) (Bankr. W.D.N.C. Sept. 8, 2022) [D.I. 23], attached respectively as Exhibits B and C to the Debtors’ Counsel’s Decl.

no evidence that any of the Manville Matching Claimants who are seeking to quash the Subpoena are located within this District.

Finally, a recent decision from the Third Circuit Court of Appeals—involving similar facts at issue here—offers additional support for transferring the Motions here to the Bankruptcy Court. There, the Third Circuit held that, under well-established principles of collateral estoppel, the court of compliance set forth in the subpoena should not revisit issues already litigated before, and decided by, the issuing court. *In re Bestwall LLC*, No. 21-2263, 2022 WL 3642106, -- F. 4th -- (3d Cir. Aug. 24, 2022). As a result, the Third Circuit reversed a District Court’s order quashing subpoenas similar to the one at issue here, subpoenas which had been approved by the bankruptcy court in that case following contested motion practice. As to the issue of transfer under Rule 45, the Third Circuit also observed:

The drafters of Rule 45 contemplated exactly [the situation presented], saying it may not be appropriate for the court asked to enforce a subpoena to resolve a motion to quash if the issuing court “has already ruled on issues presented by the motion[.]” Fed. R. Civ. P. 45(f) advisory committee’s note to 2013 amendment. In that instance, transferring the motion to the issuing court, pursuant to Rule 45(f), “may be warranted[.]” *Id.*

*In re Bestwall LLC*, 2022 WL 3642106, at \*7. The Third Circuit was describing the very circumstance presented to the Court by these Motions.

Alternatively, in the event this Court chooses not to transfer the Motions, it should deny the Motion to Quash. As the Bankruptcy Court already found, the information sought is necessary and relevant to the Debtors’ bankruptcy cases. The Manville Matching Claimants have put forth neither evidence nor argument that establish any undue burden, nor could they, as the Subpoena does not request the search for and production of any documents, simply fields of data that already exist in an electronic database. Finally, the Subpoena does not seek any personal identifying information (“PII”) of the Manville Matching Claimants nor other

information that is even remotely confidential. The Debtors already have the Manville Matching Claimants' PII by virtue of the fact they are individuals who, by definition, filed and resolved asbestos personal injury lawsuits against the Debtors. The Debtors simply want to discern whether there are Manville Matching Claimants that made claims against the Debtors along with the Manville Trust, and, if so, the status of those claims. What is more, the Manville Trust has now been ordered to produce the exact same categories of information sought by the Subpoena, for what is likely a substantially similar group of claimants, to the same lawyers and expert in the *DBMP* bankruptcy. There is simply no basis to quash the identical subpoena here.

Because the Subpoena seeks production of information that is relevant to the Debtors' bankruptcy cases, presents a minimal burden, and does not implicate any genuine confidentiality concerns of the Manville Matching Claimants, the Motion to Quash—if not transferred—should be denied.

## **STATEMENT OF RELEVANT FACTS**

### **A. The Parties of Interest**

On June 18, 2020, the Debtors voluntarily filed Chapter 11 bankruptcy petitions in the United States Bankruptcy Court for the Western District of North Carolina; these chapter 11 cases remain pending and active. See *In re Aldrich Pump LLC, et al.*, Case No. 20-30608 (JCW) (Jointly Administered) (Bankr. W.D.N.C. 2020) ("*In re Aldrich Pump LLC*"). The Debtors filed their Chapter 11 cases to address the unrelenting burden of asbestos tort claims pursued against them. The Debtors' goal in the bankruptcy cases is to establish a trust under section 524(g) of the Bankruptcy Code to fairly and efficiently resolve present and future asbestos claims against them. The Debtors have made substantial progress towards that goal, having reached a settlement with the Future Claimants' Representative (the "FCR")—the fiduciary representative for the largest claimant constituency in the Debtors' cases—on a plan and section 524(g) trust

funded in the amount of \$545 million. The Official Committee of Asbestos Personal Injury Claimants in the Debtors' bankruptcy cases (the "ACC"), the representative for asbestos-personal injury claimants with claims pending against the Debtors, has not agreed to the plan or proposed trust.

The Manville Trust administers and resolves asbestos personal injury claims related to exposure to asbestos and asbestos containing products mined or manufactured by the Johns-Manville Corporation and affiliated entities. Similar to what the Debtors seek through their own chapter 11 cases, the Manville Trust resulted from the Johns-Manville bankruptcy proceeding.

The term "Matching Claimants" is defined in the Subpoena as the "claimants in the [Manville Trust's] database[] ... whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their [Manville Trust] claims *pro se*." Bankruptcy Court Order ¶ 7, attached as a rider to Debtors' Counsel's Decl. Ex. A. In turn, "Claimant" is defined in the Subpoena to include an individual who resolved, by settlement or verdict, mesothelioma claims against the Debtors or their predecessors. *Id.* ¶ 6. In short, the "match" is claimants who both resolved asbestos personal injury claims against one or both of the Debtors or their predecessors and likewise sought payment from the Manville Trust on account of their claims.

Because the Manville Matching Claimants are attempting to proceed anonymously, the Debtors cannot identify which particular, or the percentage of, "Matching Claimants" have filed the Motion to Quash. The Debtors do know, however, that the Manville Matching Claimants are a subset of the "Matching Claimants."

**B. The Subpoena Seeks Information Relevant to the Estimation Proceeding in the Bankruptcy Cases**

A core issue in the Debtors' bankruptcy cases is how to estimate or value the Debtors'

liability for asbestos claims, which will be the subject of an estimation proceeding pursuant to section 502(c) of the Bankruptcy Code. The estimation proceeding will also help inform the merits of the settlement between, and the plan proposed by, the Debtors and the FCR.

Based on positions taken in other asbestos bankruptcies, the Debtors expect the ACC will argue that the Debtors' historical settlements of asbestos claims in the tort system are an appropriate guide to measure the Debtors' liability for asbestos personal injury claims. Several years ago, a bankruptcy court explicitly rejected that position. *See In re Garlock Sealing Techs., LLC*, 504 B.R. 71 (Bankr. W.D.N.C. 2014) ("*Garlock*"). There, the court found that the debtor's "settlement history data [did] not accurately reflect fair settlements because [asbestos] exposure evidence was withheld" in the tort system. *Id.* at 94. *Garlock* found widespread failures on the part of counsel to asbestos claimants to disclose either exposure to alternative sources or recovery from other sources for their personal injury claims. The Debtors were involved in many of the same tort cases where the *Garlock* court found that the settlement history was tainted as a result.<sup>6</sup>

To arrive at an accurate estimate of the Debtors' liabilities in light of *Garlock*, the Debtors require information beyond what is available to them—specifically, information indicating whether plaintiff lawyers in the tort system similarly withheld evidence of alternative exposures and recoveries from the Debtors. The Manville Trust is an entity that evaluates, processes, and distributes payment for asbestos-related personal injury claims. *See generally* Motion to Quash Ex. C. As such, the Manville Trust has information relevant to the Debtors' estimation proceeding.

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<sup>6</sup> *See* Informational Brief of Aldrich Pump LLC and Murray Boiler LLC, *In re Aldrich Pump LLC*, [D.I. 5] at 20–29.

**C. The Subpoena**

The Subpoena is narrowly tailored to seek production of a small number of data fields from the Manville Trust’s database that would allow the Debtors to identify whether claimants who obtained recoveries on asbestos claims from the Debtors also sought and/or obtained recoveries from the Manville Trust. *See* Debtors’ Counsel’s Decl. Rider to Ex. A, Bankruptcy Court Order ¶ 10.

Specifically, for each claimant that both the Debtors and the Manville Trust have in their databases, the Debtors request that the Manville Trust produce the following information:

1. Claimant pseudonym (an anonymized number assigned to each Manville Matching Claimant to avoid providing any PII);
2. Claimant’s law firm (with email and address of contact person);
3. Date claim filed against Trust;
4. Date claim approved by Trust, if approved;
5. Date claim paid by Trust, if paid;
6. If not approved or paid, status of claim; and
7. Exposure-related fields, including: (i) date(s) exposure(s) began; (ii) date(s) exposure(s) ended; (iii) manner of exposure; (iv) occupation and industry when exposed; and (v) products to which exposed.

*Id.* The production of the data will be subject to anonymization, notice to affected claimants, substantial confidentiality requirements, and strict access and use restrictions, all as set forth in the Bankruptcy Court Order. *See generally id.*

The Subpoena does not request that the Manville Trust produce any PII concerning any claimant. Nor does the Subpoena request the details or amounts of any recoveries any claimant obtained from the Manville Trust.

**D. The Bankruptcy Court Authorizes Issuance of the Subpoena**

On April 7, 2022, the Debtors filed a motion in the Bankruptcy Court seeking an order



authorizing them to issue subpoenas on a number of entities, including the Manville Trust. *In re Aldrich Pump LLC*, [D.I. 1111]. Both the ACC and one of the potential subpoena recipients filed briefs in oppositions to the Debtors' motion.<sup>7</sup> On May 26, 2022, the Bankruptcy Court held oral argument on the Debtors' motion, including argument in opposition from counsel for both the ACC and that subpoena recipient.<sup>8</sup>

At the conclusion of the May 26 hearing, the Bankruptcy Court announced that it was granting the Debtors' motion.<sup>9</sup> *See* Debtors' Counsel's Decl. Ex. F, May 26, 2022 Trans. at 57, 59. In doing so, the Bankruptcy Court noted that it was relying in significant part upon its prior ruling on nearly identical subpoenas requested in the *DBMP* bankruptcy just a few months earlier. *See id.* at 57:6–8 (“I generally agree with the debtor here and I believe that, particularly, the response brief for the reasons stated in that and as announced in the *DBMP* matter.”).

The Bankruptcy Court formalized its ruling in a written order on July 1, 2022. *See* Debtors' Counsel's Decl. Rider to Ex. A, Bankruptcy Court Order. In addition to authorizing

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<sup>7</sup> *See* The Official Committee of Asbestos Personal Injury Claimants' Objection to the Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, [D.I. 1162] (the “ACC's Objection”); and Paddock Enterprises, LLC's (I) Objection to Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC and (II) Motion for Limited Adjournment of Hearing on Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trust and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, [D.I. 1161] (the “Paddock Objection”), attached respectively as Exhibits D and E to the Debtors' Counsel's Decl.

<sup>8</sup> *See* Transcript of Proceedings Held May 26, 2022, *In re Aldrich Pump LLC*, (the “May 26, 2022 Trans.”), attached as Exhibit F to the Debtors' Counsel's Decl.

<sup>9</sup> The Manville Trust did not file objections to the Debtors' motion or appear at the May 26, 2022 hearing, though it was provided notice of both. *See* Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, *In re Aldrich Pump LLC*, [D.I. 1111]; Amended Notice of Hearing, *In re Aldrich Pump LLC*, [D.I. 1117]; Certificate of Service of Docket No. 1111, *In re Aldrich Pump LLC*, [D.I. 1125]; and Certificate of Service of Docket No. 1117, *In re Aldrich Pump LLC*, [D.I. 1129], attached respectively as Exhibits G, H, I, and J to the Debtors' Counsel's Decl.

service of the Subpoena, the Bankruptcy Court specifically held that the information the Debtors seek is relevant and necessary to their bankruptcy case:

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

*Id.* ¶ 5 (emphasis added).

**E. Manville Trust Appeared and Unsuccessfully Opposed a Substantively Similar Motion for Issuance of a Nearly Identical Subpoena in the *DBMP* Bankruptcy**

As noted earlier, also pending in the Bankruptcy Court before the same Judge (Bankruptcy Judge Craig Whitley) is another asbestos-related bankruptcy case, *DBMP*. In 2021, *DBMP* (the debtor) filed a motion for permission to serve upon the Manville Trust (and other entities) nearly identical subpoenas to the Subpoena. In *DBMP*, the Manville Trust **did** appear, and filed a brief opposing *DBMP*'s motion, raising the same objections concerning privacy and confidentiality the Manville Matching Claimants assert here.<sup>10</sup> In particular, the Manville Trust urged the *DBMP* court to impose the protections afforded by a Delaware district court in a since-overruled *Bestwall* decision (*see infra*). *In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C. June 11, 2021) [D.I. 864] at 29, 33–34. During the December 2021 hearing in the *DBMP* case on those objections, the Bankruptcy Court specifically acknowledged the Delaware District Court's prior ruling in *Bestwall*, noting "I think we've got to bear in mind what [the

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<sup>10</sup> See Transcript of Proceedings Held December 16, 2021, *In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C.) [D.I. 1260] (the "Dec. 16, 2021 *DBMP* Trans."), attached as Exhibit K to the Debtors' Counsel's Decl.

District Court judge in *Bestwall*,] Judge Connolly[,] has done.” Debtors’ Counsel’s Decl. Ex. K, Dec. 16, 2021 Trans. at 133:16–17. Ultimately, however, the Bankruptcy Court found that DBMP’s subpoenas were significantly different than the ones the debtor had served in *Bestwall* (given “the fact that there’s no ... personal identifying information now satisfies the privacy concerns [raised in *Bestwall*]”), and in light of those changes the Bankruptcy Court expressly found that DBMP’s proposed subpoenas complied with the Delaware District Court’s since-overruled decision in *Bestwall*. *Id.* at 134:13–14. For the same reason, the Bankruptcy Court declined the Manville Trust’s request to limit the data sought by the DBMP subpoenas to a random sample of up to ten percent of claimants, finding that because no PII was requested, and DBMP’s subpoena had incorporated a pre-disclosure anonymization protocol, the same goals of a sample in *Bestwall* had been met in *DBMP* by virtue of modifications to the subpoena. Importantly, the Bankruptcy Court recognized that DBMP “needs to be able to match [Trust data with a specific claimant] or otherwise, this is unusable to it for its purposes.” *Id.* at 134:17–18.

**F. Matching Claimants’ Motion to Quash in *DBMP* Transferred to the Bankruptcy Court, and Then Denied**

Shortly after service of the *DBMP* subpoena upon the Manville Trust, the matching claimants in that case, represented by the same counsel as the Manville Matching Claimants here, filed motions to quash and proceed anonymously in the United States District Court for the Eastern District of Virginia that are nearly identical to the motions filed in this case. *See In re DBMP LLC*, 1:22- MC-00009 (E.D. Va.) [D.I. 2–3, 19–20]. DBMP filed a motion to transfer the motions to the issuing court, the Bankruptcy Court. *Id.* [D.I. 16]

On May 31, 2022, the Eastern District of Virginia granted DBMP’s motion to transfer. *Id.* [D.I. 42]. In doing so, the Eastern District of Virginia Court held that “the motions before this Court present issues that have already been argued, considered, and ruled on by the

bankruptcy court, such as privacy and data security concerns, access to personal identifying information, and burdensomeness.” *Id.* at 3. The Court further noted that because there were nearly identical motions to quash the exact same subpoena pending in federal court in Delaware, having the motions decided by different judges would “present a great risk of inconsistent rulings.” *Id.* Finally, the Court noted that transfer was supported given “there is no evidence that the claimants seeking to quash even live in this district.” *Id.* at 4.

After the transfer, the Bankruptcy Court in *DBMP* heard oral argument on the matching claimants’ motions to quash and proceed anonymously. At the conclusion of oral argument, the Bankruptcy Court denied both motions. *See* Transcript of Proceedings Held August 11, 2022, *In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C.) [D.I. 1559] at 68, (the “Aug. 11, 2022 Trans.”), attached as Exhibit L to Debtors’ Counsel’s Decl. The Bankruptcy Court then issued written orders memorializing that decision on September 8, 2022. *See* Debtors’ Counsel’s Decl. Ex. B, Order Denying the Manville Matching Claimants Motion to Quash in *DBMP*.<sup>11</sup> The Bankruptcy Court has ordered that the Manville Trust produce the data requested by the Subpoena within 14 days, and expressly declined to stay production. *Id.* at 2.

#### **G. The Manville Matching Claimant’s Motions Before This Court**

On August 23, 2022, the Manville Matching Claimants filed the Motion to Quash and the Motion to Proceed Anonymously. [D.I. 1–2]. The Motion to Quash argues the same issues previously ruled on by the Bankruptcy Court in both the Debtors’ bankruptcy cases and in *DBMP*. Specifically, the Motion to Quash argues that the Subpoena fails to incorporate *Bestwall* district court’s (since-overruled) confidentiality safeguards and inadequately protects the privacy

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<sup>11</sup> *See also* Debtors’ Counsel’s Decl. Ex. C, Order Denying Manville Matching Claimants’ Motion to Proceed Anonymously.

of the Manville Matching Claimants' information.

On August 25, 2022, just two days after the Motion to Proceed Anonymously had been filed (and before the Debtors had an opportunity to submit an opposition), the Chief Judge for the District of Columbia granted that motion "subject to any further consideration by the United States District Judge to whom this case is randomly assigned." [D.I. 3].

#### **H. Similar Motions to Transfer Subpoena-Related Motions to the Bankruptcy Court are Pending In Four Other Federal Courts**

The Bankruptcy Court Order authorized the Debtors to serve subpoenas on 22 entities that possess the same type of information held by the Manville Trust. Motions to quash those subpoenas have been filed in federal court by many of those entities. So far, eleven different subpoena-related motions have been filed in other federal courts. *See infra* n.13–16. In response to that motion practice, the Debtors have filed motions to transfer all such proceedings to the Bankruptcy Court under Federal Rule of Civil Procedure 45(f). As the Issuing Court, the Bankruptcy Court is the sole forum where this subpoena-related motion practice can be consolidated. The Debtors' other transfer motions are:

1. Motion to Transfer this Proceeding to the Bankruptcy Court for the Western District of North Carolina, or Alternatively, Compel Paddock Enterprises, LLC to Comply with Subpoena, *Aldrich Pump LLC v. Paddock Enterprises, LLC*, No. 22-MC-51346-GAD-JJCG (E.D. Mich. Aug. 19, 2022) [D.I. 1];
2. Aldrich Pump LLC and Murray Boiler LLC's Opposition to: (1) Debtor's Motion for a Protective Order or, in the Alternative, Motion to Quash and (2) Joinder and Joint Motion of the Owens-Illinois Asbestos Personal Injury Trust, the Owens-Illinois Asbestos Trust Advisory Committee and the Court Appointed Future Claimants Representative for a Protective Order to Quash Subpoenas, *In re Paddock Enterprises, LLC*, No. 20-10028 (LSS) (Bankr. D. Del. Aug. 22, 2022) [D.I. 1593] (transfer requested pursuant to Rule 45(f) in the Opposition and during oral argument);
3. Aldrich Pump LLC and Murray Boiler LLC's Motion to Transfer Subpoena-Related Motions to the Issuing Court, the United States Bankruptcy Court for the Western District of North Carolina, *In re Aldrich Pump LLC, et al.*, No. 1:22-MC-00308 (D. Del. Aug. 31, 2022) [D.I. 17]; and

4. Aldrich Pump LLC and Murray Boiler LLC’s Motion to Transfer Subpoena-Related Motions to the Issuing Court, the United States Bankruptcy Court for the Western District of North Carolina, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (D.N.J. Sept. 9, 2022) [D.I. 20].

As of the date of this Motion, no rulings have been issued on any of the Debtors’ transfer motions.

### **I. The Third Circuit’s *In re Bestwall* Decision**

*In re Bestwall* is a third asbestos bankruptcy case pending in the United States Bankruptcy Court for the Western District of North Carolina. It is assigned to a different judge (Bankruptcy Judge Laura T. Beyer) than the Bankruptcy Court presiding over the Debtors’ and DBMP’s bankruptcies. *See In re Bestwall LLC*, No. 17-31795 (LTB) (Bankr. W.D.N.C.).

Prior to the Bankruptcy Court’s orders in this case and *DBMP*, the *Bestwall* Bankruptcy Court authorized the issuance of similar but more expansive subpoenas to ten asbestos settlement trusts. *See In re Bestwall LLC*, 2022 WL 3642106, at \*1. The trusts moved to quash before the court of compliance (the United States District Court for the District of Delaware), arguing on a variety of grounds similar to the ones advanced in the motions here. The Delaware District Court found that “Bestwall ha[s] demonstrated a legitimate purpose in requesting the Claimant data,” but ultimately granted relief based on certain objections. *Id.* at \*3.

Bestwall appealed to the Third Circuit. Just three weeks ago, on August 24, 2022, the Third Circuit reversed the lower court’s order, issuing a 23-page opinion holding that the original subpoenas issued by the *Bestwall* Bankruptcy Court should be enforced as originally ordered by the *Bestwall* Bankruptcy Court. *Id.* at \*1. The Third Circuit held that the trusts were collaterally estopped by the *Bestwall* Bankruptcy Court’s ruling authorizing issuance of the subpoena. *Id.* at \*5–7. The Third Circuit went on to note: “The drafters of Rule 45 contemplated exactly” the situation where a court had previously ruled on the objections to a subpoena presented in a

motion to quash, reasoning it would “not be appropriate for the court asked to enforce a subpoena to resolve a motion to quash if the issuing court ‘has already ruled on issues presented by the motion.’” *Id.* at \*7.<sup>12</sup>

### ARGUMENT

Federal Rule of Civil Procedure 45(f) permits this Court to transfer subpoena-related motions to the issuing court “if the court finds exceptional circumstances.” While the phrase “exceptional circumstances” is not defined by Rule 45(f), the Advisory Committee’s Note provides guidance:

In the absence of consent, the court may transfer in exceptional circumstances, and the proponent of transfer bears the burden of showing that such circumstances are present. The prime concern should be avoiding burdens on local nonparties subject to subpoenas, and it should not be assumed that the issuing court is in a superior position to resolve subpoena-related motions. In some circumstances, however, transfer may be warranted in order to avoid disrupting the issuing court’s management of the underlying litigation, as when that court has already ruled on issues presented by the motion or the same issues are likely to arise in discovery in many districts. Transfer is appropriate only if such interests outweigh the interests of the nonparty served with the subpoena in obtaining local resolution of the motion.

Fed. R. Civ. P. 45(f) advisory committee’s note (2013 amendment) (“Advisory Note”); *see Duck v. United States Sec. & Exch. Comm’n*, 317 F.R.D. 321, 324 (D.D.C. 2016) (quoting Advisory Note and finding “extraordinary circumstances exist, such that transfer is warranted ‘in order to avoid disrupting the issuing court’s management of the underlying litigation.’”).

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<sup>12</sup> The Manville Matching Claimants’ suggestion (Motion to Quash at 5) that the District Court in *Bestwall* is the sole court to rule upon a motion to quash these series of subpoenas ignores the Bankruptcy Court’s recent ruling denying the Manville Trust matching claimants’ motion in *DBMP*. *See* Debtors’ Counsel’s Decl. Ex. B, Order Denying the Manville Matching Claimants Motion to Quash in *DBMP*. To the extent Movants are suggesting the Bankruptcy Court’s opinion is somehow not entitled to respect, that view ignores the Third Circuit’s decision in *Bestwall* according collateral estoppel effect the Bankruptcy Court’s prior ruling. *See In re Bestwall LLC*, 2022 WL 3642106.



A nonparty “objecting to production has a heavy burden to show that the subpoena should not be enforced.” *Millennium TGA, Inc. v. Comcast Cable Commc’ns LLC*, 286 F.R.D. 8, 11 (D.D.C. 2012). The Manville Matching Claimants cannot meet that burden here, because: (1) the Subpoena fully complies with Rule 45 in that it is necessary, relevant, and proportional to the needs of the Debtors’ bankruptcy cases; and (2) the Subpoena addresses the confidentiality concerns raised by the Court in *Bestwall*.

**I. THIS COURT SHOULD TRANSFER THE MOTIONS TO THE BANKRUPTCY COURT FROM WHICH THE SUBPOENA WAS ISSUED**

**A. Transferring this Action is Necessary to Avoid the Risk of Inconsistent Rulings**

Courts in this District routinely find exceptional circumstances warranting transfer when “there is a risk of conflicting rulings.” *Honeywell Int’l Inc. v. L. Offs. of Peter T. Nicholl*, No. MC 21-151 (CKK), 2022 WL 43494, at \*3 (D.D.C. Jan. 5, 2022). “This potential for inconsistent rulings should be avoided and weighs in favor of a single judicial officer deciding all of these disputes.” *Wultz v. Bank of China, Ltd*, 304 F.R.D. 38, 46 (D.D.C. 2014).

Risk of inconsistent rulings comes in two forms: (1) when the issuing court “has already ruled on [the] issues,” and (2) when “the same issues are likely to arise in discovery in many districts.” Advisory Note. Courts in this circuit frequently transfer subpoena-related actions when either situation arises. *See, e.g., Honeywell Int’l Inc.*, 2022 WL 43494, at \*3 (where another court “already transferred motions to compel and quash regarding a subpoena,” transferring to “avoid inconsistent outcomes regarding the same types of subpoenaed records” is appropriate); *Jud. Watch, Inc. v. Valle Del Sol, Inc.*, 307 F.R.D. 30, 35–36 (D.D.C. 2014) (transferring to the District of Arizona, which had recently compelled compliance with a



substantively identical subpoena and because other district courts had recently granted similar motions to transfer).

As in the *DBMP* case, both situations contemplated by the Advisory Note are present here. The Bankruptcy Court already considered many of the same arguments raised in the Manville Matching Claimants’ Motion to Quash when it previously overruled objections raised by other parties to the Debtors’ motion for authorization to issue the subpoenas. Debtors’ Counsel’s Decl. Ex. G, *In re Aldrich Pump LLC* [D.I. 1111]. Compare Motion to Quash at 12–13 (raising arguments concerning privacy and data aggregation, among others), *and id.* at 14 (arguing the anonymization scheme is ineffective), with Debtors’ Counsel’s Decl. Ex. E, the Paddock Objection ¶ 17, (arguing the subpoena “would implicate a host of confidentiality issues”), Debtors’ Counsel’s Decl. Ex. D, the ACC’s Objection ¶ 19 (arguing there is no support for “why 100% of those claims are necessary”), *and id.* ¶ 22. The Third Circuit recognized this exact situation in *Bestwall*, noting that pursuant to Rule 45(f), “transferring the motion [to quash] to the issuing court, ‘may be warranted[.]’” where the issuing court “has already ruled on issues presented by the motion[.]” *In re Bestwall LLC*, 2022 WL 3642106, at \*7 (quoting Advisory Note).

In addition, motion practice concerning the other subpoenas authorized by the Bankruptcy Court Order is ongoing in the United States District Courts for the Eastern District of

Michigan,<sup>13</sup> the District of New Jersey,<sup>14</sup> and the District of Delaware,<sup>15</sup> along with the United States Bankruptcy Court for the District of Delaware.<sup>16</sup> If these subpoena-related motions are not consolidated before a single court, there is a genuine potential for inconsistent rulings concerning essentially the same discovery, not only between this Court and the Bankruptcy

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<sup>13</sup> See Motion to Transfer this Proceeding to the Bankruptcy Court for the Western District of North Carolina, or Alternatively, Compel Paddock Enterprises, LLC to Comply with Subpoena, *Aldrich Pump LLC v. Paddock Enterprises, LLC*, No. 22-MC-51346-GAD-JJCG (E.D. Mich. Aug. 19, 2022) [D.I. 1].

<sup>14</sup> See Third Party Trusts' Motion to Quash and in Support of Stay, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (D.N.J. Aug. 19, 2022) [D.I. 1]; Verus Claim Services, LLC's Motion to Quash Subpoena and to Stay, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (D.N.J. Aug. 19, 2022) [D.I. 5]; Non-Party Certain Matching Claimants' Joinders and Motion to Quash, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (D.N.J. Sept. 2, 2022) [D.I. 13]; Non-Party Certain Matching Claimants' Motion to Proceed Anonymously, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (D.N.J. Sept. 2, 2022) [D.I. 14]; Aldrich Pump LLC and Murray Boiler LLC's Motion to Transfer Subpoena-Related Motions to the Issuing Court, the United States Bankruptcy Court for the Western District of North Carolina, *In re Aldrich Pump LLC*, No. 3:22-cv-05116 (Sept. 9, 2022) [D.I. 20].

<sup>15</sup> See Third Party Asbestos Trusts' Motion to Quash or Modify Subpoenas, *In re Aldrich Pump LLC, et al.*, 1:22-MC-00308 (D. Del. July 25, 2022) [D.I. 1]; Delaware Claims Processing Facility, LLC's (I) Motion to Quash or Modify Subpoena and (II) Joinder, *In re Aldrich Pump LLC, et al.*, 1:22-MC-00308 (D. Del. July 26, 2022) [D.I. 3]; Non-Party Certain Matching Claimants' (I) Motion to Quash or Modify Subpoenas and (II) Joinders, *In re Aldrich Pump LLC, et al.*, 1:22-MC-00308 (D. Del. Aug. 23, 2022) [D.I. 13]; Non-Party Certain Matching Claimants' Motion to Proceed Anonymously, *In re Aldrich Pump LLC, et al.*, 1:22-MC-00308 (D. Del. Aug. 23, 2022) [D.I. 14]; Kazan McClain Matching Claimants' Motion to Quash and Joinders in Third Party Asbestos Trusts' and Delaware Claims Processing Facility, LLC's Motion to Quash or Modify Subpoena, *In re Aldrich Pump LLC, et al.*, 1:22-MC-00308 (D. Del. Aug. 23, 2022) [D.I. 15]; Aldrich Pump LLC and Murray Boiler LLC's Motion to Transfer Subpoena-Related Motions to the Issuing Court, the United States Bankruptcy Court for the Western District of North Carolina, *In re Aldrich Pump LLC, et al.*, No. 1:22-MC-00308 (D. Del. Aug. 31, 2022) [D.I. 17].

<sup>16</sup> See Reorganized Debtor Paddock Enterprises, LLC's Motion for a Protective Order in Connection with Subpoenas and Requests for Claims-Related Information, or, in the Alternative, Motion to Quash, *In re Paddock Enterprises, LLC*, No. 20-10028 (LSS) (Bankr. D. Del. July 27, 2022) [D.I. 1518]; Joinder and Joint Motion of the Owens-Illinois Asbestos Personal Injury Trust, the Owens-Illinois Asbestos Trust Advisory Committee, and the Court Appointed Future Claimants Representative for a Protective Order or to Quash Subpoenas, *In re Paddock Enterprises, LLC*, No. 20-10028 (LSS) (Bankr. D. Del. Aug. 5, 2022) [D.I. 1543].

Court, but also between this Court and other district courts.

This result is likewise consistent with how nearly identical motions to quash filed by the similar (or perhaps even identical) matching claimants in the Eastern District of Virginia, represented by the same counsel, were treated concerning nearly identical subpoenas issued by DBMP following an order by the same Bankruptcy Court presiding over the instant bankruptcy cases. *See In re DBMP LLC*, 1:22-MC-00009 (E.D. Va.). As in this case, those subpoenas sought asbestos exposure data from asbestos trusts. The Manville Trust matching claimants also moved to proceed anonymously. *Id.* [D.I. 19]. DBMP moved to transfer the action to the Bankruptcy Court. *Id.* [D.I. 16]. The district court granted the motion, transferring the motion to quash and motion to proceed anonymously to the Bankruptcy Court “[t]o preserve judicial resources.” *Id.* [D.I. 42] at 3. In doing so, the district court found there was “a great risk of inconsistent rulings” given that the Bankruptcy Court had already considered and ruled on a number of issues presented by the motion to quash and a nearly identical motion to quash had been filed in another district court. *Id.*

The situation here is identical to the one the Eastern District of Virginia faced concerning the DBMP subpoena. The result should likewise be the same.

**B. Judicial Economy Favors Transferring this Proceeding**

The risk of inconsistent rulings presents the classic case for transfer. But the Bankruptcy Court is best situated to resolve the Motion to Quash for several additional reasons, including its familiarity with the record, the complexity of the underlying suit, and potential disruptions to its case management schedule. In complex litigation, judicial economy is enhanced by the transfer of an issue to the court already familiar with that issue. *See, e.g., Wultz*, 304 F.R.D. at 46 (“Due to the highly complex and intricate nature of the underlying litigation, Judge Scheindlin is in a

better position to rule on the intervenors’ motion to quash or modify the subpoena due to her familiarity with the full scope of issues involved as well as any implications the resolution of the motion will have on the underlying litigation.”); *Duck*, 317 F.R.D. at 325 (“[I]n light of the complex nature of the underlying action, and the significant involvement of both [judges] in the action to date, the issuing court is especially well-situated to rule on Petitioner’s Motion to Compel.”); *In re DBMP LLC*, 1:22-MC-00009 (E.D. Va. May 31, 2022) [D.I. 42] at 4 (“Transfer is also supported given the complexity of this litigation, which involves dozens of law firms and thousands of pending asbestos claims, not to mention the intricacies of specialty litigation in the asbestos field.”). Indeed, underscoring the importance of familiarity, the Advisory Committee noted that “[j]udges in compliance districts may find it helpful to consult with the judge in the issuing court presiding over the underlying case while addressing subpoena-related motions.”

Advisory Note.

Litigating the merits of the Motion to Quash in this Court would require a careful, time-consuming review and analysis of the record—including other discovery disputes that preceded the motion—before the Bankruptcy Court. In the meantime, proceedings in the Debtors’ chapter 11 cases would be stalled awaiting the determination of whether or not the Debtors can obtain the information sought by the Subpoena, which the Bankruptcy Court has already found to be relevant and necessary to those cases. *See* Debtors’ Counsel’s Decl. Rider to Ex. A, Bankruptcy Court Order ¶ 5. Given the complexity of the underlying litigation “[a]ny ruling by this Court will inevitably disrupt [the Bankruptcy Court’s] management” of the case, and thus, judicial economy favors transfer. *Wultz*, 304 F.R.D. at 46.

**C. The Exceptional Circumstances Outweigh the Manville Matching Claimants' Interest in a Local Resolution**

The Manville Matching Claimants have made no showing that this is their “local court,” limiting this District’s interest in resolving this matter. *See In re DBMP LLC*, 1:22-MC-00009 (E.D. Va. May 31, 2022) [D.I. 42] at 2, 4 (finding the Eastern District of Virginia, where the Manville Trust is administered, “has a limited interest in resolving this litigation, as there is no evidence that the [matching claimants] seeking to quash the subpoena even live in this district”).

Moreover, even if this Court were local for some portion of the Manville Matching Claimants, the exceptional circumstances highlighted above outweigh the “interests of the nonparty served with the subpoena in obtaining local resolution of the motion.” *See* Advisory Note. “[T]o alleviate any burdens associated with transfer, the rule permits counsel admitted in the compliance court to ‘file papers and appear on the motion as an officer of the issuing court’ and encourages the issuing court to allow telecommunication as needed.” *Google, Inc. v. Digital Citizens All.*, No. MC 15-00707 JEB/DAR, 2015 WL 4930979, at \*2 (D.D.C. July 31, 2015) (quoting Fed. R. Civ. P. 45(f)); *see* Advisory Note (“[J]udges are encouraged to permit telecommunications methods to minimize the burden a transfer imposes.”). Likewise, complying with the Subpoena, which involves a simple electronic transfer of data, would be no more burdensome if ordered by the Bankruptcy Court versus this Court. *See Jud. Watch, Inc.*, 307 F.R.D. at 34.<sup>17</sup>

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<sup>17</sup> As noted above, the Manville Trust—the party to whom the Debtors’ subpoena was served—has neither moved to quash the subpoena nor joined in the Matching Claimants’ motion.

**II. IN THE EVENT THIS COURT CHOOSES NOT TO TRANSFER, THE COURT SHOULD DENY THE MOTION TO QUASH BECAUSE THE SUBPOENA COMPLIES WITH RULE 45**

In the event this Court does not transfer resolution of the Motion to Quash to the Bankruptcy Court, the Court should deny the Motion to Quash because the Subpoena complies with Rule 45 as it seeks information that is relevant and necessary to the Debtors' bankruptcy cases, and does so in a permissible manner.

As the Bankruptcy Court held, the information sought is "relevant and necessary" to the Debtors' estimation proceeding. This information is critical to the Debtors' ability to present evidence related to assessing claimants' claims against other entities and exposures to their products. As found by the *Garlock* court, the requested information will help in estimating the Debtors' legal liability to claimants taking into account other recoveries and other exposures of those claimants. *See Garlock*, 504 B.R. at 73 (concluding that the "best evidence of Garlock's aggregate responsibility is the projection of its legal liability that takes into consideration causation, limited exposure and the *contribution of exposures to other products*") (emphasis added); *id.* at 96 (relying on the fact that "the typical claimant alleges exposure to products of 36 parties").

The core of the Manville Matching Claimants' argument is that the Subpoena "foists an undue burden" on them because the Debtors have "not come close to the requisite showing of need necessary to outweigh the grave confidentiality concerns inherent in the subpoena." Motion to Quash at 10. In determining whether compliance with a subpoena would create an undue burden, courts consider: "(1) whether the discovery sought is 'unreasonably cumulative or duplicative'; (2) whether the discovery sought 'can be obtained from some other source that is more convenient, less burdensome, or less expensive'; and (3) whether the discovery sought is

‘proportional to the needs of the case.’” *BuzzFeed, Inc. v. U.S. Dep’t of Just.*, 318 F. Supp. 3d 347, 358 (D.D.C. 2018) (quoting Fed. R. Civ. P. 23(b)(1), (2)(C)). A nonparty objecting to a subpoena on burden grounds cannot rely on a “mere assertion[] that compliance would be burdensome.” *RIMSTAT, Ltd. v. Hilliard*, 207 B.R. 964, 969 (D.D.C. 1997). Rather, it must come forward with evidentiary proof, usually in the form of “affidavits or offering evidence which reveals the nature of the burden.” *In re Motion to Compel Compliance with Subpoena Directed to Cooke Legal Grp., PLLC*, 333 F.R.D. 291, 295 (D.D.C. 2019) (citation omitted). That requires more than “simply alleg[ing] a broad need for a protective order so as to avoid general harm,” but a showing of “specific facts” that justify a finding of undue burden. *U.S. Dep’t of the Treasury v. Pension Benefit Guar. Corp.*, 301 F.R.D. 20, 28 (D.D.C. 2014); *see, e.g., Flanagan v. Wyndham Int’l Inc.*, No. MC 05-0007 (PLF), 2005 WL 8168150, at \*3 (D.D.C. Sept. 13, 2005) (finding the statement that subpoena “has diverted a substantial amount of NCMEC’s resources away from its core mission” was “far too general and conclusory to demonstrate an undue burden”).

Here, the Manville Matching Claimants argue that the Subpoena should be quashed because the Debtors have “failed to show that the sweep of confidential information sought is proportional to its purported needs.” Motion to Quash at 11. Nowhere, however, do the Manville Matching Claimants actually explain (or even attempt to quantify) this supposed burden, or why that burden would fall on them, rather than the Manville Trust. While the Manville Matching Claimants believe the Debtors’ need only a small percentage of the Matching Claimants’ data, they provide no evidence that providing all of the Matching Claimants’ data, rather than a sampling of it, is unduly burdensome. Their argument is further undercut by the fact that: (1) past practice in *Garlock* shows that there is minimal burden in collecting such data

through electronic searches, and (2) the Debtors are responsible under the Bankruptcy Court Order to reimburse the reasonable costs of compliance incurred by the Manville Trust. Courts routinely overrule objections based on undue burden by shifting costs to the party seeking production. *See, e.g., Call of the Wild Movie, LLC v. Does 1-1,062*, 770 F. Supp. 2d 332, 358 (D.D.C. 2011) (where court order permitted charging plaintiffs for the costs of production of documents, “cost alone [did not] serve[] as a basis to quash plaintiffs’ subpoenas”).

In *Garlock*, similar categories of data requested from certain trusts were produced less than a month after the court overruled objections to their production.<sup>18</sup> Similarly, during discovery relating to estimation of non-mesothelioma claims, the *Garlock* court ordered a trust to produce asbestos exposure and medical data fields, as well as copies of medical and exposure records submitted to that trust—pertaining to over 90,000 *Garlock* claimants—a little more than a month after the discovery order was entered.<sup>19</sup>

The Manville Matching Claimants also attempt, impermissibly, to shift the burden to the Debtors “to make a well-tailored, particularized showing of relevance before that information is produced.” Motion to Quash at 11. While the Manville Matching Claimants appear not to contest that the Subpoena seeks relevant information, they argue that only a small percentage of the information sought is relevant and it is the Debtors’ burden to identify that percentage. *Id.* They are wrong. As the entity objecting to the subpoena, the Manville Matching Claimants bear the burden of proving that it should not be enforced. *Millennium TGA, Inc.*, 286 F.R.D. at 11.

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<sup>18</sup> *See* Letter from Stephen M. Juris to Garland S. Cassada dated September 5, 2012, attached as Exhibit M to the Debtors’ Counsel’s Decl.

<sup>19</sup> *See* Order Granting in Part and Denying in Part Debtors’ Motion for Leave to Serve Subpoena on Manville Trust, *In re Garlock Sealing Techs. LLC, et al.*, No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [D.I. 4721] ¶ 5, attached as Exhibit N to the Debtors’ Counsel’s Decl.



The case cited by the Manville Matching Claimants, Motion to Quash at 11, does not hold to the contrary. *See Virginia Dep't of Corr. v. Jordan*, 921 F.3d 180, 189 n.2 (4th Cir. 2019) (“We do not mean to imply that, on a motion to quash, the requesting party bears the burdens of proof and of persuasion. The moving party bears those burdens.”). In any event, the Debtors have already made the requisite showing of relevancy, and the Bankruptcy Court has already ruled that the Subpoena seeks “evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims ....” Debtors’ Counsel’s Decl. Rider to Ex. A, Bankruptcy Court Order ¶ 5. The Bankruptcy Court did not limit its finding of relevance to only a sample of the data. *See generally id.*

The Manville Matching Claimants’ remaining arguments regarding confidentiality and anonymization are without merit. First, they argue there is a risk that the database “could be used in a manner detrimental to the privacy interests of movants.” Motion to Quash at 12. In support, they cite several cases assessing whether information should be made public under the Freedom of Information Act. None of those cases are about Rule 45 discovery. And, here, the Debtors do not seek to make the data public. The data will be subject to robust protections pursuant to the Bankruptcy Court Order that restrict access to certain categories of individuals with a “clear need to know or access the data,” and provide that the data can be used only for a specific purpose in connection with the Debtors’ bankruptcy cases. *See* Debtors’ Counsel’s Decl. Rider to Ex. A, Bankruptcy Court Order, ¶¶ 5, 12.b., 13.a.

Similarly, the Manville Matching Claimants state that they are the “target demographic for identity theft plots.” Motion to Quash at 16. Even if true, they have not adduced any evidence that compliance with the Subpoena will render them at higher risk of identity theft.

Moreover, the significant protections of the Bankruptcy Court Order answer any privacy concerns regarding the aggregation and production of data.

Next, the Manville Matching Claimants suggest that Bates White (Debtors' experts who created the matching key and will receive the data to be produced in response to the Subpoena) has an alleged "pecuniary interest" in the data, which "weighs in favor of an extremely particularized showing of need." *See* Motion to Quash at 15–16. Tellingly, they cite no case law to support this argument. There is no basis to suspect that Bates White, or any other entity, will use the Manville Matching Claimants' data for any improper purpose or in a manner not in accordance with the Bankruptcy Court Order.

The Manville Matching Claimants also argue that the "Matching Claimant submissions to the Manville Trust are a *de facto* communication in furtherance of settlement negotiations," and permitting the Debtors "to sift through such settlement communications will have a chilling effect on other settlements, to the detriment of the policies served by the Rules of Evidence ... and the bankruptcy system itself." Motion to Quash at 16. The Manville Matching Claimants are wrong; the Subpoena does not seek to learn *any* terms of confidential settlement agreements. The Subpoena does not ask for any information concerning the amount of money paid to any claimant, the terms of any settlement, or anything about the negotiation of that settlement. And the details the Subpoena does seek—whether a resolution was reached at all, and what were the circumstances of the claimants' exposure to asbestos containing products—are not confidential.

Finally, the Manville Matching Claimant's claims of undue burden are further undercut by the fact that they have already been rejected by the Bankruptcy Court in *DBMP*. The Bankruptcy Court denied the Manville Trust matching claimant's nearly identical motion to quash a nearly identical subpoena and ordered the Manville Trust to produce the data requested

by the Subpoena within 14 days. *See* Debtors’ Counsel’s Decl. Ex. B, Order Denying the Manville Matching Claimants Motion to Quash in *DBMP* at 2. There is no reason that the Manville Trust should not be required to produce essentially the same information here. The Motion to Quash should be denied.

### **III. THE SUBPOENA COMPLIES WITH THE DELAWARE DISTRICT COURT’S RULING IN *BESTWALL***

The Manville Matching Claimants further argue that the Subpoena fails to comply with the Delaware District Court’s ruling in *Bestwall*. Motion to Quash at 13–14. These concerns are without merit.

First, the Third Circuit recently reversed the District Court’s ruling in *Bestwall*. *In re Bestwall LLC*, 2022 WL 3642106. In doing so, the Third Circuit ordered that the subpoena recipients produce all of the data sought by the subpoenas issued in that case, subpoenas which sought similar, but far more expansive information than the Subpoena at issue here. *Id.*

Second, the Subpoena complies with this District Court’s ruling in *Bestwall* in any event. The Subpoena here was specifically tailored to match the subpoenas approved by the Bankruptcy Court in *DBMP*, a decision that post-dated the court’s decision in *Bestwall*, considered that decision, and, over the objections of the Manville Trust, found the subpoenas in that case complied with the court’s *Bestwall* ruling.<sup>20</sup>

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<sup>20</sup> *See generally* Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, *In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C. Feb. 17, 2022) [D.I. 1340], attached as Exhibit O to the Debtors’ Counsel’s Decl.

The Manville Trust Matching Claimants are wrong in stating “the Bankruptcy Court did not consider or address the requirements of the Delaware Court’s decision in *Bestwall*.” Motion at 6. Judge Whitley’s decision to issue the subpoenas was in significant part due to “the reasons ... as announced in the *DBMP* matter,” *see* Debtors’ Counsel’s Decl. Ex. F, May 26, 2022 Trans. at 57:6–8, which he explicitly found complied with *Bestwall*. *See* Debtors’ Counsel’s Decl. Ex.

The Manville Matching Claimants, citing Federal Rule of Civil Procedure 45(d)(3)(A)(iii), suggest the Subpoena must be quashed because it requests disclosure of “‘protected matter’ like social security numbers, full name, family information, and dates of birth.” Motion to Quash at 10. But the Manville Matching Claimants are well aware that the Subpoena does not seek any of that information. Unlike in *Bestwall*, the Subpoena here does not request any PII or any other “personal data,” regarding the Manville Matching Claimants. The Debtors already possess PII regarding the Manville Matching Claimants by virtue of the fact that those claimants asserted and resolved claims against the Debtors, and have maintained that information securely for years. The Subpoena only seeks non-confidential information concerning whether the Manville Matching Claimants submitted trust claims against the Manville Trust, whether (but not how much) they recovered, and how they were exposed to asbestos containing products. *See* Debtors’ Counsel’s Decl. Rider to Ex. A, Bankruptcy Court Order ¶ 10. None of the information sought implicates any confidential information.

The Manville Matching Claimants claim “sampling is necessary to protect the Trust Claimants’ data.” Motion to Quash at 13. The Manville Matching Claimants ignore, however, that in *DBMP*, the Bankruptcy Court ultimately found that the protections provided in the subpoenas eliminated the risk of harm—making sampling unnecessary. *See* Debtors’ Counsel’s Decl. Ex. L, Aug. 11, 2022 Trans. at 67:7–10 (“I think sampling is something that I strongly favor, but I believe for the reasons that I’ve previously stated in a prior order that we have protections here and that there’s not a real risk of harm.”). Given the protection provided in the near-identical Subpoena, sampling is likewise unnecessary.

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K, Dec. 16, 2021 Trans., at 134:13–14 (“[T]he fact that there’s no ... personal identifying information now satisfies the privacy concerns [raised in *Bestwall*].”).

Moreover, the Debtors have a mechanism to anonymize all data before it is even produced by the Manville Trust. Pursuant to the Bankruptcy Court Order, the Matching Key contains the last name, social security number and a unique numerical identifier for each Claimant. Debtors' Counsel's Decl. Rider to Ex. A, Bankruptcy Court Order ¶ 6. The Manville Trust uses the Matching Key to determine which claimants asserted claims against the Trust and either Debtor. *See id.* For each Manville Matching Claimant, the Manville Trust produces only the requested trust data and the unique numerical identifier—no PII. *See id.* ¶¶ 6, 10. The Matching Key must remain “separate” from other data “in a password-protected folder,” “accessible only to [authorized] individuals.” *See id.* ¶ 13.d.

The Manville Matching Claimants argue that these anonymization procedures are insufficient, that “the very existence of a matching key flies in the face of *Bestwall*,” and that “[n]o key decrypting the [Matching] Claimants' data should exist[.]” Motion to Quash at 14–15. But as the Bankruptcy Court noted in *DBMP*, without a Matching Key, Trust Discovery is useless: “the debtor needs to be able to match [Trust data with a specific claimant] or otherwise, this is unusable to it for its purposes.” *See* Debtors' Counsel's Decl. Ex. K, Dec. 16, 2021 Trans. at 134:17–18.

#### **IV. A PROTECTIVE ORDER IS NOT NECESSARY**

The Court should also deny the Manville Matching Claimants' alternative request that the Court issue a protective order adopting the protections of the *Bestwall* ruling. The party moving for a protective order “has a heavy burden of showing ‘extraordinary circumstances’ based on ‘specific facts’ that would justify such an order.” *Jennings v. Fam. Mgmt.*, 201 F.R.D. 272, 275 (D.D.C. 2001). As with their Motion to Quash, the Manville Matching Claimants have not met their heavy burden. In support of their request, they state they have “more than demonstrated

evidence of the harm that would result if their data is released without adequate protections in place.” Motion to Quash at 18. The Manville Matching Claimants have not set forth any facts, however, that the current protections afforded by the Bankruptcy Court Order are insufficient to protect the Manville Matching Claimants’ data. Per the Bankruptcy Court Order, the data is subject to substantial confidentiality requirements, strict access and use restrictions, and anonymization procedures.

### **CONCLUSION**

For the foregoing reasons, the Court should grant the Debtors’ motion to transfer venue, or in the alternative, deny the Manville Trust’s Motion to Quash in its entirety.

Dated: September 13, 2022

Respectfully submitted,

/s/ David S. Torborg

David S. Torborg (D.C. Bar ID: 475598)

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

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	:	
	:	
In re	:	Misc. No. 1:22-MC-00080-TJK-RMM
	:	
ALDRICH PUMP LLC, <i>et al.</i> ,	:	
	:	
Debtors.	:	Underlying Case: <i>In re Aldrich Pump</i>
	:	<i>LLC</i> , No. 20-30608 (JCW) (U.S.
	:	Bankruptcy Court Western District of
	:	North Carolina, Charlotte Division)
	:	

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**[PROPOSED] ORDER GRANTING MOTION TO TRANSFER SUBPOENA-RELATED  
MOTIONS TO THE ISSUING COURT, OR IN THE ALTERNATIVE, DENYING  
MOTION TO QUASH OR MODIFY SUBPOENA,  
OR ALTERNATIVELY FOR PROTECTIVE ORDER**

On consideration of *Aldrich Pump LLC and Murray Boiler LLC’s Motion to Transfer Subpoena-Related Motions to the Issuing Court*, and the *Movants the Manville Trust Matching Claimants’ Motion to Proceed Anonymously* [D.I. 1] and *The Manville Trust Matching Claimants’ Motion to Quash or Modify Subpoena, or Alternatively for Protective Order* [D.I. 2], it is hereby:

ORDERED that the *Motion to Transfer Subpoena-Related Motions to the Issuing Court* is GRANTED and that this matter is hereby transferred to the United States Bankruptcy Court for the Western District of North Carolina, Charlotte Division.

IN THE ALTERNATIVE, IT IS ORDERED that *The Manville Trust Matching Claimants’ Motion to Quash or Modify Subpoena, or Alternatively for Protective Order* in connection with *In re Aldrich Pump LLC*, No. 20-30608 (JCW) (Bankr. W.D.N.C.) is DENIED, and documents responsive to the subpoena must be produced within fourteen (14) days of this Order.

SO ORDERED.



Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
United States District Judge

**LIST OF PARTIES TO BE NOTIFIED OF ENTRY OF ORDER**

Pursuant to Local Civil Rule 7(k), the following is a list of the names and addresses of all parties to be notified of entry of the order:

David I. Bledsoe  
DAVID I. BLEDSOE, ESQ.  
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(703) 725-3647  
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*Counsel for Aldrich Pump LLC and Murray Boiler LLC*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

---

<p>In re</p> <p>ALDRICH PUMP LLC, <i>et al.</i>,</p> <p>Debtors.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Misc. No. 1:22-MC-00080-TJK-RMM</p> <p>Underlying Case: <i>In re Aldrich Pump LLC</i>, No. 20-30608 (JCW) (U.S. Bankruptcy Court Western District of North Carolina, Charlotte Division)</p>
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**DECLARATION OF DAVID S. TORBORG**

I, David S. Torborg, hereby declare under penalty of perjury:

1. I am a partner of the law firm of Jones Day; my office is located at 51 Louisiana Avenue, N.W., Washington D.C., 20001-2113. I am a member in good standing of the Bar of the District of Columbia. There are no disciplinary proceedings pending against me.

2. I submit this declaration in connection with *Aldrich Pump LLC and Murray Boiler LLC’s Combined Memorandum of Law in Support of their Motion to Transfer Subpoena-Related Motions to the Issuing Court, and in Opposition to the Manville Trust Matching Claimants’ Motion to Quash or Modify Subpoena, or Alternatively for Protective Order*, filed contemporaneously herewith. I have personal knowledge of the matters set forth herein.

3. Attached hereto as **Exhibit A** is a true and correct copy of the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served on the Manville Personal Injury Settlement Trust, dated July 5, 2022.

4. Attached hereto as **Exhibit B** is a true and correct copy of the *Order Denying Manville Matching Claimants’ Motion to Quash or Modify Subpoena or Alternatively for*

*Protective Order, In re DBMP LLC*, No. 22-00300 (JCW) (Bankr. W.D.N.C. Sept. 8, 2022) [D.I. 22].

5. Attached hereto as **Exhibit C** is a true and correct copy of the *Order Denying Manville Matching Claimants' Motion to Proceed Anonymously, In re DBMP LLC*, No. 22-00300 (JCW) (Bankr. W.D.N.C. Sept. 8, 2022) [D.I. 23].

6. Attached hereto as **Exhibit D** is a true and correct copy of *The Official Committee of Asbestos Personal Injury Claimants' Objection to the Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, In re Aldrich Pump LLC, et al.*, No. 20-30608 (JCW) (Bankr. W.D.N.C. May 6, 2022) [D.I. 1162].

7. Attached hereto as **Exhibit E** is a true and correct copy of *Paddock Enterprises, LLC's (I) Objection to Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC and (II) Motion for Limited Adjournment of Hearing on Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trust and Paddock Enterprises, LLC, In re Aldrich Pump LLC, et al.*, No. 20-30608 (Bankr. W.D.N.C. May 6, 2022) [D.I. 1161].

8. Attached hereto as **Exhibit F** is a true and correct copy of an excerpt from the transcript of the May 26, 2022 hearing in *In re Aldrich Pump LLC, et al.*, No. 20-30608 (JCW) (Bankr. W.D.N.C.).

9. Attached hereto as **Exhibit G** is a true and correct copy of the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC, In re Aldrich Pump LLC, et al.*, No. 20-30608 (JCW) (Bankr. W.D.N.C. Apr. 7, 2022) [D.I. 1111].

10. Attached hereto as **Exhibit H** is a true and correct copy of the *Amended Notice of Hearing, In re Aldrich Pump LLC, et al.*, No. 20-30608 (JCW) (Bankr. W.D.N.C. Apr. 13, 2022) [D.I. 1117].

11. Attached hereto as **Exhibit I** is a true and correct copy of the *Certificate of Service of Docket No. 1111, In re Aldrich Pump LLC, et al.*, No. 20-30608 (JCW) (Bankr. W.D.N.C. Apr. 18, 2022) [D.I. 1125].

12. Attached hereto as **Exhibit J** is a true and correct copy of the *Certificate of Service of Docket No. 1117, In re Aldrich Pump LLC, et al.*, No. 20-30608 (JCW) (Bankr. W.D.N.C. Apr. 20, 2022) [D.I. 1129].

13. Attached hereto as **Exhibit K** is a true and correct copy of an excerpt from the transcript of the December 16, 2021 hearing in *In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C.) [D.I. 1260].

14. Attached hereto as **Exhibit L** is a true and correct copy of an excerpt from the transcript of the August 11, 2022 hearing in *In re DBMP LLC*, No. 20-30080 (JCW) (Bankr. W.D.N.C.).

15. Attached hereto as **Exhibit M** is a true and correct copy of the Letter from Stephen M. Juris to Garland S. Cassada dated September 5, 2012.

16. Attached hereto as **Exhibit N** is a true and correct copy of the *Order Granting in Part and Denying in Part Debtors' Motion for Leave to Serve Subpoena on Manville Trust, In re Garlock Sealing Techs. LLC, et al.*, No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [D.I. 4721].

17. Attached hereto as **Exhibit O** is a true and correct copy of the *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC*, No. 20-30080 (JCW)

(Bankr. W.D.N.C. Feb. 17, 2022) [D.I. 1340].

18. On September 8, 2022, along with my Jones Day partner Morgan Hirst, I participated in a meet and confer telephone call with counsel for the Manville Trust Matching Claimants, David I. Bledsoe. Despite the good faith efforts of counsel, no agreement was reached regarding the relief sought herein, or narrowing the issues. Accordingly, we anticipate the motion will be opposed.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: September 13, 2022  
Washington, D.C.

*/s/ David S. Torborg* \_\_\_\_\_

Dated: September 13, 2022

Respectfully submitted,

/s/ David S. Torborg

David S. Torborg (D.C. Bar ID: 475598)

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# EXHIBIT A



# UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No. \_\_\_\_\_

Defendant

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

To: Manville Personal Injury Settlement Trust c/o Jason Rubinstein, 7 Times Square, New York, NY 10036

(Name of person to whom the subpoena is directed)

**Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. 1240) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE	DATE AND TIME
Bates White LLC, 2001 K Street NW, North Bldg., Suite 500 Washington, DC 20006	See dates in Order

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

PLACE	DATE AND TIME

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

Date: 07/05/22

CLERK OF COURT

OR

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

Morgan Hirst  
Attorney's signature

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

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

### Notice to the person who issues or requests this subpoena

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

**PROOF OF SERVICE**

**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for (*name of individual and title, if any*): \_\_\_\_\_  
on (*date*) \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on (*date*) \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day’s attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server’s signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server’s address*

Additional information concerning attempted service, etc.:

**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

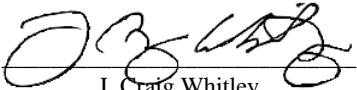
- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...  
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
July 1 2022  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



  
J. Craig Whitley  
United States Bankruptcy Judge

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

---

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

---

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

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

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

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

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

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

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

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

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

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<sup>3</sup> The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

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

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

<sup>5</sup> The Debtors also may subpoena the Verus Trusts to effectuate this Order.

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

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

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



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

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

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

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



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

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

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

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

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

United States Bankruptcy Court

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

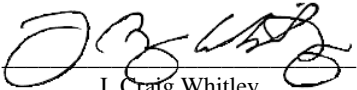
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_

# EXHIBIT B



FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
September 8 2022  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



  
J. Craig Whitley  
United States Bankruptcy Judge

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

DBMP LLC

Plaintiff,

v.

MANVILLE TRUST MATCHING CLAIMANTS,  
*et al.*,

Defendants.

Case No. 22-300 (JCW)  
(Transferred from the Eastern  
District of Virginia)

**ORDER DENYING MANVILLE MATCHING CLAIMANTS' MOTION TO QUASH OR  
MODIFY SUBPOENA OR ALTERNATIVELY FOR PROTECTIVE ORDER**

This matter came before the Court on the *Movants the Manville Matching Claimants' Motion to Quash or Modify Subpoena or Alternatively for Protective Order* (Dkt. 2-2) (the "**Motion**"). Based upon a review of the Motion, the *Debtor's Opposition to the Manville Matching Claimants' Motion to Quash or Modify Subpoena or Alternatively for Protective Order* (Dkt. 3-8), and *Movants the Manville Matching Claimants' Reply Memorandum in Support of Motion to Quash* (Dkt. 5-6), and after considering the arguments of counsel at the hearing before the Court on August 11, 2022, the Court hereby FINDS, ORDERS, ADJUDGES, AND DECREES that:

1. The Motion is DENIED for the reasons set forth in the Court's bench ruling on August 11, 2022 (which bench ruling is incorporated herein by reference). The production of the subpoenaed information is not stayed and, accordingly, within fourteen (14) days of the entry of this Order, the Manville Trust shall make the production described in Paragraph 7 of the *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (Dkt. 1340).

2. This Court retains exclusive jurisdiction over this Order and any and all matters arising from or relating to the implementation, interpretation, or enforcement of this Order.

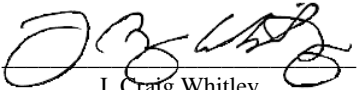
This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

# EXHIBIT C

FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
September 8 2022  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



  
J. Craig Whitley  
United States Bankruptcy Judge

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

DBMP LLC

Plaintiff,

v.

MANVILLE TRUST MATCHING CLAIMANTS,  
*et al.*,

Defendants.

Case No. 22-300 (JCW)  
(Transferred from the Eastern  
District of Virginia)

**ORDER DENYING MANVILLE MATCHING CLAIMANTS’  
MOTION TO PROCEED ANONYMOUSLY**

This matter came before the Court on the *Movants the Manville Matching Claimants’ Motion to Proceed Anonymously* (Dkt. 3-9) (the “**Motion**”). Based upon a review of the Motion, the *Debtor’s Opposition to the Manville Matching Claimants’ Motion to Proceed Anonymously* (Dkt. 5-8), and *Movants the Manville Matching Claimants’ Reply Memorandum to Opposition to Motion to Proceed Anonymously* (Dkt. 6-1), and after considering the arguments of counsel at the hearing before the Court on August 11, 2022, for the reasons set forth in the Court’s bench ruling on August 11, 2022 (which bench ruling is incorporated herein by reference), the Court hereby FINDS, ORDERS, ADJUDGES, AND DECREES that:

1. The Motion is DENIED and Movants must identify themselves by full name.

2. The requirement that any Movants identify themselves shall be stayed until the 31<sup>st</sup> day following entry of this Order to permit such Movants (if desired) to seek a stay pending appeal from the district court.

3. This Court retains exclusive jurisdiction over this Order and any and all matters arising from or relating to the implementation, interpretation, or enforcement of this Order.

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

United States Bankruptcy Court

# EXHIBIT D

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re:

ALDRICH PUMP LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

**THE OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS’  
OBJECTION TO THE MOTION OF THE DEBTORS FOR AN ORDER  
AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS  
AND PADDOCK ENTERPRISES, LLC**

The Official Committee of Asbestos Personal Injury Claimants (the “Committee”), by and through its undersigned counsel, hereby objects (this “Objection”) to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. No. 1111] (the “Trust Discovery Motion”) filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray,” and together with Aldrich, the “Debtors”). In support of the Objection, the Committee states as follows:

**PRELIMINARY STATEMENT**<sup>2</sup>

The Trust Discovery Motion is procedurally and substantively flawed and should be denied. At the outset, the Trust Discovery Motion offers no legal basis for seeking the requested discovery. It fails to articulate whether it seeks relief pursuant to Bankruptcy Rule 2004 (as was the case in *Bestwall* and *DBMP*) or the Federal Rules of Civil Procedure as applied through

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

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Trust Discovery Motion.

Bankruptcy Rule 9014 (as was the case in *Garlock*), leaving the Committee—and ultimately the Court—with the unnecessary and inappropriate burden of analyzing multiple potential alternative bases the Debtors may have for seeking such discovery.

The Trust Discovery Motion is inappropriate under Bankruptcy Rule 2004 because the Court has *already ordered* that the parties engage in a contested matter (the estimation proceeding). Even if Rule 2004 were appropriate, the Debtors do not meet the relevant standard. The Debtors have also failed to meet their burden for requesting such discovery under the more stringent confines of discovery pursuant to the Federal Rules of Civil Procedure, if that is what they intend.

The Trust Discovery Motion next fails to offer any evidence demonstrating why such burdensome discovery either is necessary *in these cases and for this estimation proceeding* or complies with Bankruptcy Rule 9013. Instead, the Debtors cite reflexively to *Garlock*,<sup>3</sup> *Bestwall*,<sup>4</sup> and *DBMP*<sup>5</sup>—all different cases, both factually and legally—and invite this Court to grant the Trust Discovery Motion simply because trust discovery was authorized in those other cases. The Debtors' cases are not, as the Debtors and the FCR insist, *Garlock 2.0*. Even if the subpoenas granted in other cases were analogous to those requested here—which the Committee disputes—the Debtors would fail to meet their burden to demonstrate why the relief would be appropriate here.<sup>6</sup>

Substantively, the Debtors seek extensive personal information from nineteen trusts and a debtor in bankruptcy (Paddock Enterprises LLC, hereinafter “Paddock”), for approximately

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<sup>3</sup> *In re Garlock Sealing Techs. LLC*, No. 10-31607 (Bankr. W.D.N.C.).

<sup>4</sup> *In re Bestwall LLC*, No. 17-31795 (Bankr. W.D.N.C.).

<sup>5</sup> *In re DBMP LLC*, No. 20-30080 (Bankr. W.D.N.C.).

<sup>6</sup> The Trust Discovery Motion also appears to be an attempt to preemptively evade the consequences of any unfavorable rulings from the United States Third Circuit Court of Appeals concerning similar subpoenas issued to trusts by Bestwall LLC and quashed by the United States District Court for the District of Delaware.



12,000 individuals who settled with the Debtors (or their predecessors) going back decades. This represents a massive expansion beyond discovery sought even in other cases in this jurisdiction. The Debtors have nearly doubled the number of entities targeted by previous bankrupt asbestos defendants without providing any justification for such an expansion. The scope of this request is unprecedented—and inconsistent with the ruling issued by the court of compliance for the DCPF Trusts, the United States District Court for the District of Delaware in *In re Bestwall LLC*.<sup>7</sup> The discovery sought is simply not “proportional to the needs of the case” as required by Rule 26(b)(1).

Furthermore, in light of the number of claimants and number of target entities that would be consolidated into a single location, the Debtors do not adequately address the serious concerns claimants would have regarding the accumulation of this data in a single database or the potential disclosures that could occur from any security breach. The Debtors fail to address how—or even if—it will protect any information gathered from former co-defendants’ efforts to gain access.

Nor is there any promise that this latest torrent of discovery is the end. The Debtors reserve their rights “to seek further discovery from other claims processing facilities, trusts, and other parties.” Trust Discovery Motion ¶ 16 n.9. It is obvious that the Debtors intend to issue yet more third-party discovery. The Court should stem this flood of discovery now.

## **ARGUMENT**

### **I. The Trust Discovery Motion is Procedurally Deficient.**

1. Rule 9013 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), which incorporates the language of Rule 7 of the Federal Rule of Civil Procedure (“Civil Rules”) regarding forms of motion, requires that motions “state with particularity the grounds therefor.”

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<sup>7</sup> *In re Bestwall LLC*, No. 21-00141 (CFC), 2021 WL 2209884 (D. Del. June 1, 2021) (granting motions to quash subpoenas issued to ten Delaware trusts seeking overbroad discovery from 15,000 claimants but preserving issuer’s right to reissue subpoenas seek discovery from 10% of trust claimants).

The Trust Discovery Motion, however, fails to state any grounds, let alone any particular grounds, for the Debtors' requested relief. The "evidentiary record" supporting the Trust Discovery Motion consists solely of legal argument and reliance on purported similarities between and among the Debtors' cases and other asbestos cases pending in this district. The Debtors fail to provide any evidence regarding need, relevance, or factual basis underpinning the request for trust discovery.

**A. The Trust Discovery Motion Cites No Statutory Authority.**

2. Apart from the recitation of jurisdictional and venue statutory provisions, neither the Trust Discovery Motion nor the Proposed Order contains citations to the Bankruptcy Code, the Bankruptcy Rules, the Civil Rules, any local rule of this Court, or any authority for the Court to grant the requested relief. The references to *DBMP* and *Bestwall* suggest the relief sought would be pursuant to Bankruptcy Rule 2004, but in *Garlock*, the most-frequently cited case in the Trust Discovery Motion, third-party subpoenas were issued under the Civil Rules as applied to the contested matter (estimation) through Bankruptcy Rule 9014(c). The Debtors' failure to proceed under any standard forces both the Committee and the Court to guess the Debtors' approach, as well as violating Rule 9013's requirement that a motion state the legal grounds for the requested relief.<sup>8</sup>

**B. The Trust Discovery Motion Includes No Meaningful Evidentiary Support.**

3. While Bankruptcy Rule 9013's particularity requirement for factual grounds "must be read liberally," *In re Earls*, No. 05-53870C-7W, 2006 WL 3150923, at \*3 n.6 (Bankr. M.D.N.C. Nov. 1, 2006) (citing J. Moore, *Moore's Federal Practice* ¶ 56.10 (3d ed. 2006)), the Trust Discovery Motion includes no evidence whatsoever, despite the Debtors having retained an estimation expert nearly two years ago. *See Ex Parte Order Authorizing the Debtors to Retain and*

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<sup>8</sup> The Committee contends, as described in Part II, *infra*, that the proper standard is that of Civil Rule 26, but also believes the Trust Discovery Motion fails under either standard.

*Employ Bates White, LLC as Asbestos Consultants as of the Petition Date* [Dkt. No. 64]. The trust discovery motions filed in the cases upon which the Debtors rely, however, incorporated testimony from the experts retained in those cases. *See, e.g., Motion of Debtors for Leave to Serve Subpoena on Delaware Claims Processing Facility, LLC* ¶¶ 7-12, *In re Garlock Sealing Techs. LLC*, No. 10-31607 (Bankr. W.D.N.C. Apr. 27, 2012) [Dkt. No. 2143] (citing testimony from asbestos estimation experts for both the Committee and the Debtor regarding historical claims resolutions); *Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* ¶ 17 and *Declaration of Charles E. Bates, PhD, In re Bestwall LLC*, No. 17-31795 (Bankr. W.D.N.C. July 30, 2020) [Dkt. Nos. 1237, 1238-2]; *Declaration of Charles E. Bates PhD in Support of PIQ and Trust Discovery*, attached as Exhibit 3 to *Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts, In re DBMP LLC*, No. 20-30080 (Bankr. W.D.N.C. Aug. 19, 2020) [Dkt. No. 416]. Here, the Debtors have utterly failed to provide admissible evidence to support their requested relief in the Trust Discovery Motion. In fact, the only declaration submitted so far by the Debtors' estimation expert is a declaration in support of Bates White LLC's retention. *See* Exhibit B to the *Ex Parte Application of the Debtors for an Order Authorizing them to Retain and Employ Bates White, LLC as Asbestos Consultants as of the Petition Date* [Dkt. No. 21].<sup>9</sup>

4. The Debtors' passing reference to their Informational Brief does not satisfy Bankruptcy Rule 9013. Prior to the bankruptcy, the Debtors' predecessors did not previously review the underlying merits of cases proceeding through the tort system. By their own admission, these parties would routinely settle cases "regardless of underlying merit."<sup>10</sup> *Informational Brief*

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<sup>9</sup> The Committee argues that the Debtors' failure to provide the particular facts supporting the requested relief is, in itself, a justification for denying the Trust Discovery Motion. The Committee does not concede that the Trust Discovery Motion would be otherwise acceptable were it accompanied by a declaration from Dr. Mullin.

<sup>10</sup> The Debtors attempt to argue simultaneously that their settlement history is unreliable and not indicative of liability while also pointing to that same settlement history to support their contention that "the Debtors' products are not the likely cause of mesothelioma where liability can result in a multi-million dollar verdict." Debtors' Info. Br. at 31.

of *Aldrich Pump LLC and Murray Boiler LLC* [Dkt. No. 5] (the “Debtors’ Informational Brief”) at 31; *see also id.* at 32 (“[t]he merits of individual claims have little bearing on the outcome”). Now, the Debtors apparently second-guess that strategy, based on the assertion that in at least one case, a plaintiff failed to disclose bankruptcy trust submissions “in response to written discovery specifically directed to exposures to products of parties not sued.” *Id.* at 26. This lone assertion appears to be the Debtors’ sole basis for seeking discovery regarding 12,000 finalized settlements, a significant number of which the Debtors claim, they did not bother to investigate.

5. The Trust Discovery Motion is an obvious attempt by the Debtors to reopen long-settled matters in an attempt to rewrite what they view as an unfavorable settlement history. But the Debtors’ bare assertion in their self-serving Informational Brief, which has not been tested before this Court, does not constitute grounds to review confidential trust submissions, and their apparent change of heart regarding their predecessors’ settlement strategy does not entitle them to revisit it now. *See* Trust Discovery Motion ¶ 20 (claiming without support that “prepetition settlement history is an improper basis upon which to estimate their aggregate liability for present and future asbestos claims”). Even if the Debtors’ predecessors had sought this type of discovery before settling—a hypothetical unsupported by evidence—its use would be limited to the single case then being litigated. Here, the Debtors seek a do-over of tort-system settlements, and to weaponize that do-over against pending and future claimants, reducing their recoveries. It would be inappropriate to expand this burdensome invasion to historical settled claimants based solely on a naked assertion that one plaintiff, at some prior point in history, may have allegedly failed to disclose a trust claim.

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Despite this logical inconsistency, the fact remains that they acknowledge settling cases without consideration of exactly the evidence they now seek.

6. Nor do citations to the record in other proceedings provide a substitute for evidence of why trust discovery is necessary in *these* proceedings. See Trust Discovery Motion at ¶¶ 21-24. The failure to support the Trust Discovery Motion is fatal to the Debtors’ request for relief. Even the most liberal reading of the Trust Discovery Motion cannot remedy the failure to satisfy Bankruptcy Rule 9013. See *In re Freunsch*, 53 B.R. 110, 112 (Bankr. D. Vt. 1985).<sup>11</sup>

## **II. The Trust Discovery Motion Does Not Meet the Standard of Either Bankruptcy Rule 2004 or Civil Rule 26.**

7. The Trust Discovery Motion should be denied under either Bankruptcy Rule 2004 or Civil Rule 26. First, under the “pending proceeding” rule, Bankruptcy Rule 2004 is inapplicable. Instead, the Debtors must follow the Civil Rules as made applicable to contested matters by Bankruptcy Rule 9014 and Section VII of the Bankruptcy Rules. *In re Dastejerdi*, No. 01-1134, 2001 WL 1168178, at \*6 (Bankr. E.D. Va. Sept. 21, 2001); see also *Official Comment*, Fed. R. Bankr. P. 2004 (“The examination under this Rule is not a substitute for discovery authorized in an adversary proceeding by the discovery rules, Bankruptcy Rule 7026-7037, or in a contested matter which is governed by Bankruptcy Rule 9014.”). Bankruptcy Rule 9014 explicitly applies Bankruptcy Rules 7026 and 7028-7037, which govern discovery efforts, to contested matters. Fed. R. Bankr. P. 9014(c). Accordingly, the appropriate standard is that of Civil Rule 26(b). Since the Debtors have failed to articulate specific grounds for their requested relief, the Trust Discovery Motion should be denied under either standard.

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<sup>11</sup> The Trust Discovery Motion references the Debtors’ Informational Brief, the *Declaration of Allan Tananbaum in Support of Debtors’ Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Dkt. No. 29], and (more generally), the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. No. 27]. These documents were both filed on the petition date in June of 2020—nearly two years ago—and, in any event, the self-serving assertions by the Debtors and Mr. Tananbaum that asbestos defendants overpaid certain claimants are not expert testimony and do not support the relief requested in the Trust Discovery Motion. Neither document includes any evidence explaining why the specific information requested would aid estimation—a stark contrast to the very cases cited in the Motion as support.

**A. Bankruptcy Rule 2004 Does Not Apply to Contested Matters.**

8. First, the fact that this Court ordered estimation, and that the requested discovery relates to that contested matter, renders Bankruptcy Rule 2004 inappropriate under the “pending proceeding” rule. *In re Dastejerdi*, 2001 WL 1168178, at \*6 (noting Bankruptcy Rule 2004 is “procedurally improper as a means of obtaining evidence when . . . a related contested matter is pending between the parties”); *see also In re Haskins*, 563 B.R. 177, 186-87 (Bankr. W.D. Va. 2017) (recognizing that section 502 estimation creates a contested matter); *In re Blackjewel, L.L.C.*, 2020 WL 6948815, at \*6 (Bankr. S.D. W.Va. July 14, 2020) (holding that “Rule 2004 discovery is not permitted once an adversary proceeding has been initiated.”); *In re SunEdison, Inc.*, 572 B.R. 482, 490 (Bankr. S.D.N.Y. 2017) (same, including contested matters); *In re Yahweh Ctr., Inc.*, 2017 WL 327473, at \*1 (Bankr. E.D.N.C. Jan. 23, 2017) (same); *In re Braxton*, 516 B.R. 787, 795 (Bankr. E.D.N.C. 2014) (explicitly endorsing the “pending proceeding rule” articulated in the Delaware bankruptcy case of *In re Washington Mutual, Inc.*, 408 B.R. 45, 50 (Bankr. D. Del. 2009)); *In re Symington*, 209 B.R. 678, 684 (Bankr. D. Md. 1997) (applying the pending proceeding rule).

9. Here, this Court’s oral estimation order on January 27 initiated the contested matter that is the primary subject of the discovery sought by the Trust Discovery Motion. The same was true in *Garlock*, for both the subpoena served on the Manville Trust and those sought for the DCPF.<sup>12</sup> This is unlike both *Bestwall*, in which the motion seeking trust discovery pursuant to Bankruptcy Rule 2004 was filed prior to the estimation order,<sup>13</sup> and *DBMP*, in which the trust

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<sup>12</sup> *See Motion of Debtors for Leave to Serve Subpoena on Delaware Claims Processing Facility, LLC* ¶ 16 and *Motion for Leave to Serve Subpoena on Manville Trust* ¶ 21, *In re Garlock Sealing Techs. LLC*, No. 10-31607 (Bankr. W.D.N.C. Apr. 27, 2012 and May 8, 2015) [Dkt. Nos. 2143, 4599].

<sup>13</sup> In *Bestwall*, the debtor filed its Bankruptcy Rule 2004 trust discovery motion in July 2020 [No. 17-31795, Dkt. No. 1237], after estimation was requested (June 2019) [No. 17-31795, Dkt. No. 875] but before the order granting estimation (January 2021) [No. 17-31795, Dkt. No. 1577].

discovery motion predated the underlying estimation motion.<sup>14</sup> In these cases, the Debtors moved for estimation in September 2021; that order was granted in January 2022; and the motion for trust discovery was filed in April 2022. The Trust Discovery Motion does not in any way predate a contested matter to which it relates; therefore, the pending proceeding rule applies.<sup>15</sup> Bankruptcy Rule 2004 discovery is not appropriate here and the Trust Discovery Motion should be denied.

**B. Even If Rule 2004 Applied, the Requested Relief Is Not Supported by Good Cause.**

10. Even if this Court were to consider the requested relief under Bankruptcy Rule 2004, denial of the Trust Discovery Motion is nevertheless proper. The grant of discovery pursuant to Bankruptcy Rule 2004 requires the movant to demonstrate “good cause.” *See In re Moore Trucking, Inc.*, No. 2:20-BK-20136, 2020 WL 6948987, at \*7 (Bankr. S.D.W. Va. July 14, 2020) (“The party moving for examination has the burden of showing good cause for the examination . . . .”); *In re Orion Healthcorp., Inc.*, 596 B.R. 228, 235 (Bankr. E.D.N.Y. 2019) (same); *In re AOG Entm’t, Inc.*, 558 B.R. 98, 208 (Bankr. S.D.N.Y. 2016) (same). “Good cause” requires a showing that the movant has “some reasonable basis to examine the material sought to be discovered . . . .” *In re Wilcher*, 56 B.R. 428, 434-35 (Bankr. N.D. Ill. 1985); *see also In re Metiom, Inc.*, 318 B.R. 263, 268-70 (S.D.N.Y. 2004) (finding that bankruptcy court properly considered “good cause” when granting a 2004 examination); *In re Millennium Lab Holdings*,

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<sup>14</sup> In *DBMP*, the Bankruptcy Rule 2004 trust discovery motion was originally filed in August 2020 [No. 20-30080, Dkt. No. 416]; before estimation was both requested in July 2021 [No. 20-30080, Dkt. No. 948] and granted in November 2021 [No. 20-30080, Dkt. No. 1239].

<sup>15</sup> While some courts have indicated a narrow exception may permit a parallel Bankruptcy Rule 2004 examination, the exception only applies when the parties have consented to the parallel examination *and* the Bankruptcy Rule 2004 examination is conducted “for the purpose of examining an entity or obtaining information that is unrelated to a pending . . . contested matter.” *Szadkowski*, 198 B.R. at 142; *see also In re Job P. Wyatt & Sons’ Co.*, Case No. 11-02664-8-JRL, 2011 WL 5909534, at\*2 (Bankr. E.D.N.C. 2011) (permitting parallel Bankruptcy Rule 2004 examination and contested matter discovery may be within the court’s discretion “when the contested matter is narrow or peripheral”). As evidenced by this Objection, the Committee does not consent to the use of Rule 2004.



*LLC*, 562 B.R. 614, 627-28 (Bankr. D. Del. 2016) (“The party seeking to conduct a 2004 examination has the burden of showing good cause for the examination which it seeks.” (internal citations omitted)). If the movant meets that burden, the bankruptcy court must then “balance the competing interests of the parties, weighing the relevance of and necessity of the information sought by examination.” *In re Drexel Burnham Lambert Grp., Inc.*, 123 B.R. 702, 712 (Bankr. S.D.N.Y. 1991); *In re Transmar Commodity Grp. Ltd.*, No. 16-13625-JLG, 2018 WL 4006324 (Bankr. S.D.N.Y. Aug. 17, 2018).

11. Courts will not order Bankruptcy Rule 2004 discovery when the burden on the producing party outweighs the benefits to the requesting party. *See In re Texaco, Inc.*, 79 B.R. 551, 553 (Bankr. S.D.N.Y. 1987). Further, courts have found that “[t]here are . . . limits to the scope of Rule 2004 examinations.” *In re Art & Architecture Books of 21st Century*, No. 2:13-BK-14135-RK, 2019 WL 9243053, at \*6 (Bankr. C.D. Cal. Dec. 6, 2019). These limits provide that Bankruptcy “Rule 2004 examinations may not be used for the purposes of abuse or harassment,” *In re Duratech Indus., Inc.*, 241 B.R. 283, 283 (E.D.N.Y. 1999), and that the Bankruptcy Rule 2004 examination must be both “relevant and reasonable” and “may not be used to annoy, embarrass or oppress the party being examined.” *In re Symington*, 209 B.R. 678, 685 (Bankr. D. Md. 1997) (citations omitted).

12. Here, as described above, the Trust Discovery Motion is devoid of evidence supporting the Debtors’ requested relief. Mere assertions of perceived similarities among cases, without more, do not constitute “good cause.” Neither does a bald assertion that “[t]he information that will be obtained through the requested discovery will be material to estimation and trust distribution procedure formulation.” Trust Discovery Motion ¶ 25. If the Debtors cannot even articulate an evidentiary basis for this Court to grant the Motion, they cannot justify the benefit of



receiving this information, let alone the substantial burden of production on the producing parties. *See In re Texaco*, 79 B.R. at 553. While the Trust Discovery Motion includes a header stating that “The Requested Discovery Will Pose Minimal Burden and Will Protect Claimant Privacy,” the section that follows does not explain whether that burden—minimal or otherwise—is outweighed by a need, because it does not articulate the need. Thus, even under the relatively permissive standard of Bankruptcy Rule 2004, the Trust Discovery Motion should be denied.

13. Further, it is apparent that if the Debtors were to receive the requested trust discovery—and they should not—they would review decades of plaintiffs’ claims against the Debtors’ predecessors in an effort to relitigate those claims and assert that the settlements are invalid because some number of plaintiffs—purportedly—engaged in fraudulent or misleading claimant practices or “evidence suppression.” The Debtors are seeking discovery for the express purpose for which the courts have determined discovery should not be granted—to abuse, annoy, embarrass, harass, and oppress thousands of dying individuals or their estates who are no longer parties to litigation with the Debtors and who are not parties to the Debtors’ bankruptcy cases. And the “good cause” shown by the Debtor to justify such overbearing discovery: nothing except a self-serving informational brief and a reference to other cases. For this reason alone, the Court should deny the Trust Discovery Motion.

**C. The Requested Relief Is Unnecessary Under the Civil Rules.**

14. Leave to file subpoenas is not required in a contested matter. *See* Bankruptcy Rules 7026 and 9016; *see also* Hr’g Tr. at 36:22-37:23, *In re Bestwall LLC*, No. 17-31795 (Bankr. W.D.N.C. Aug. 31, 2021) (“[T]he Court can issue the subpoenas [to trusts] pursuant to Rule 9016 and Rule 45 and the Court can issue the subpoenas without the findings that the debtor seeks pursuant to this motion.”). The appropriate procedure is to issue the subpoenas, following which

the target may move to quash pursuant to Civil Rule 45(d)(3), as applied through Bankruptcy Rules 7026 and 9014.

15. The subject matter of the discovery here is substantively identical to the subpoenas sought by Bestwall LLC and quashed by the United States District Court for the District of Delaware (“Delaware District Court”). See *In re Bestwall, LLC*, No. 21-00141 (CFC), 2021 WL 2209884 (D. Del. June 1, 2021) (the “Bestwall District Court Trust Discovery Decision”).<sup>16</sup> If the Debtors contend that the Bankruptcy Rule 2004 discovery in *Bestwall* supports the issuance of subpoenas in this case, the *Bestwall* District Court Trust Discovery Decision demonstrates that such an order is unnecessary, as subpoena issues are properly addressed in the district where compliance is required. Fed. R. Civ. P. 45(c)(2)(A) and (d)(3)(A).

**D. The Requested Relief Is Not Relevant as Required by the Civil Rules.**

16. For the same reason, the Debtors cannot satisfy Civil Rule 26. Civil Rule 26(b)(1), made applicable pursuant to Bankruptcy Rules 9014 and 7026, provides that discovery may be obtained “regarding any nonprivileged matter that is *relevant* to any party’s claim or defense and proportional to the needs of the case” (emphasis added). Here, the Debtors have failed to meet their burden concerning relevance because they have not demonstrated any actual need for the trust discovery.

17. The timing of the Trust Discovery Motion further demonstrates its irrelevance. The Debtors have already reached what they view as an appropriate estimation of their liabilities, as evidenced by the *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. No. 832] and accompanying settlement with the FCR. Obviously, the Committee contests every

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<sup>16</sup> Bestwall LLC appealed the *Bestwall* District Court Trust Discovery Decision to the United States Court of Appeals for the Third Circuit, which heard oral argument on March 15, 2022. The Third Circuit has not issued a decision on the appeal as of the date of this Objection.

aspect of this settlement, including the appropriateness, the amount, and the ultimate intent of such settlement for the plan purpose. If the Debtors are sufficiently confident in their understanding of their liabilities to formulate a plan and accompanying trust, then they should already have sufficient information to “demonstrate . . . why the values proposed to fund a trust and compensate creditors are credible.” Trust Discovery Motion ¶ 19. While the Debtors also allege the requested discovery will be “material” to formulating trust distribution procedures, they provide no further support, devoting the overwhelming majority of their argument to the contested matter of estimation.

### **III. The Breadth of the Requested Relief Exceeds the Needs of the Case.**

#### **A. The Increased Number of Subpoena Targets Renders the Discovery Disproportionate and Unduly Burdensome.**

18. As described above, discovery—whether under Bankruptcy Rule 2004 or pursuant to the Civil Rules as made applicable to the estimation through Bankruptcy Rule 9014—must be proportional to the needs of a case. *See In re Texaco*, 79 B.R. at 553 and Fed. R. Civ. P. 26(b)(1). The Debtors’ request for discovery from nineteen (19) trusts and an additional entity (Paddock) represents a considerable increase from the discovery granted in prior cases. As such, it is clear the discovery sought is disproportionate to the needs of this case.

19. The Trust Discovery Motion also provides no support for the Debtors’ proposed fifteen-year time frame of all settled claims, or why 100% of those claims are necessary for its as-yet-undefined future use. This imposes an unjustified and unnecessary burden on third parties that outweighs any purported benefit and exceeds the amount and type of discovery that would have been permitted in *Bestwall* by the Delaware District Court. *See Bestwall LLC’s Motion to Amend Prior Orders to Approve Revised Subpoena for Asbestos Trust Data, In re Bestwall LLC*, No. 21-00141 (D. Del. June 29, 2021) [Dkt. No. 36], attached as Exhibit A.

20. The Trust Discovery Motion characterizes the differences from *DBMP* as “seek[ing] data from a few additional sources than those identified in *DBMP*,” and describes it as “a function of the nature of the Debtors’ products and . . . directly supported by the benefits that will be derived in these cases from access to that additional information.” Trust Discovery Motion at 4. This grossly understates the extent of the additional data sought and overstates the benefits that would be derived. In *DBMP*, the Court granted leave to issue subpoenas to the Manville Personal Injury Settlement Trust and ten (10) trusts handled by the DCPF.<sup>17</sup> *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* ¶ 3, *In re DBMP LLC*, No. 20-30080 (Bankr. W.D.N.C. Feb. 17, 2022) [Dkt. No. 1340], attached as Exhibit D to the Trust Discovery Motion. Here, the Debtors seek discovery from eight additional trusts and Paddock—essentially double the amount of information.

21. In support of this massive expansion in scope, the Debtors cite as relevant the GST Settlement Facility because of the products at issue, as well as the other Verus Trusts’ primarily industrial applications. Trust Discovery Motion ¶¶ 28-29. However, they provide no grounds why the prior set of target trusts (DCPF and Manville only) are included in the request other than to say that the courts in *DBMP* and *Bestwall* have already ordered production of information from those Trusts. This is hardly a proper justification. Discovery—particularly when directed at third parties—is not intended to provide one party with every scrap of data it may view as helpful; it must always be “proportional to the needs of the case.” Fed. R. Civ. P. 26(b)(1). Instead, it appears

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<sup>17</sup> As noted *supra*, trust discovery in *DBMP* was issued pursuant to Rule 2004 because of the relative timing of the estimation and trust discovery motions; given the more stringent standards of Civil Rule 26 and the broader scope sought here, the Committee submits that the procedural differences further support denial of the Trust Discovery Motion.

that the Debtors have elected to pursue an unnecessary and intrusive discovery process untethered to the requirements found in the Bankruptcy Rules or the Civil Rules.<sup>18</sup>

22. The requested expansion in the volume of information sought also would exponentially increase the amount of information consolidated in a single target location, exacerbating personal information privacy and aggregation concerns. The Debtors seek to aggregate personal and private information they would not be otherwise entitled to for 12,000 people who believed they had settled their claims with finality and that their personal information would not be subject to further dissemination. The “Matching Key” will directly link claimants’ social security numbers to extensive information on their employment history, exactly the type of information used for identity theft. No anonymization protocol can shield information if the anonymizing entity—here, the Debtors have proposed their retained expert, Bates White—is itself hacked.

23. The Debtors provide no reason why pre-anonymized data from the target entities would not suffice, presumably resting again on the fact that similar discovery was permitted in a different case. Again, this fails both to provide grounds for the requested relief *in these cases* and obfuscates the differences between the requested relief and that granted in *DBMP* (*i.e.*, pursuant to Rule 2004, seeking information from a smaller number of claimants, and targeting only eleven trusts rather than twenty entities, *see* Exhibit D to the Trust Discovery Motion).

**B. Paddock Is Not an Appropriate Source of Comparative Information.**

24. The Trust Discovery Motion also seeks discovery from Paddock. As the Debtors note, Paddock is successor-by-merger to Owens-Illinois, Inc., with asbestos liabilities arising

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<sup>18</sup> The Committee hypothesizes that the inclusion of the Verus trusts, which are based in New Jersey, are included in an effort to circumvent the Delaware District Court on the hope that the New Jersey District Court would rule differently on any subpoenas issued by the Debtors.

primarily from “Kaylo” brand insulation. As a non-trust subpoena target, the subpoena to Paddock represents yet another unusual expansion of the scope of discovery. The Debtors do not offer any compelling reasons why Owens-Illinois, of all the many co-defendants that Aldrich had in its years in the tort system, must be the subject of an intrusive subpoena. In light of the Debtors’ oft-expressed interest in Paddock as a debtor in bankruptcy that has progressed farther in resolving its asbestos liability than the Debtors here, the singular addition of Paddock should be viewed with skepticism.

25. Procedurally, the Committee notes that in *Bestwall*, the debtor has served subpoenas on four non-trust entities: the two Debtors in these cases, the debtor in *DBMP*, and Paddock. *Notice of Service Subpoenas to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceedings), In re Bestwall LLC*, No. 17-31795 (Bankr. W.D.N.C. Mar. 1, 2022) [Dkt. No. 2441]. Paddock is the only objecting target of those subpoenas. The Trust Discovery Motion here clearly anticipates a similar response to any subpoena served directly on Paddock, and thus seeks this Court’s preemptive endorsement. As described above, even if Paddock were a reasonable source of third-party discovery, which it is not, the Trust Discovery Motion is an unnecessary and procedurally improper approach because the Debtors could simply issue a subpoena to Paddock. Therefore, the Court should deny the Trust Discovery Motion as duplicative of any motion to quash any issued subpoena, a waste of judicial resources, and an advisory opinion on the necessity and burden imposed on the Trusts and Paddock by the relief requested in the Trust Discovery Motion.

**RESERVATION OF RIGHTS**

The Committee reserves the right to amend or supplement this Objection based on the Debtors' response, any other objections or responses raised by any other party, any changes the Debtors may make to the Proposed Order, or any new facts or developments relating to the Motion.

**CONCLUSION**

For all of the foregoing reasons, the Trust Discovery Motion should be denied. Accordingly, the Committee respectfully requests that the Court enter an order (i) denying the Trust Discovery Motion; and (ii) granting any other relief that is just and appropriate.

*[Signature follows on next page]*

Dated: May 6, 2022  
Charlotte, North Carolina

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# EXHIBIT E

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

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

**PADDOCK ENTERPRISES, LLC’S (I) OBJECTION TO MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC AND (II) MOTION FOR LIMITED ADJOURNMENT OF HEARING ON MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

Paddock Enterprises, LLC (“*Paddock*” or the “*Paddock Debtor*”) hereby files (i) an objection (the “*Objection*”) to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. No. 1111] (the “*Motion*”) and (ii) a motion (the “*Adjournment Motion*”) for the adjournment of hearing on the Aldrich Debtors’ Motion solely as to relief sought concerning Paddock. In support of the Objection and Adjournment Motion, Paddock, by and through its undersigned counsel, respectfully represents as follows:

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<sup>1</sup> The debtors in *In re Aldrich Pump LLC* 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. Paddock refers to them collectively for purposes of the Objection and Adjournment Motion as the “*Aldrich Debtors*”.

## PRELIMINARY STATEMENT

1. Paddock is a debtor in its own chapter 11 case pending in the Bankruptcy Court for the District of Delaware.<sup>2</sup> The Motion was filed at a particularly pivotal moment for Paddock in its own bankruptcy, with the confirmation hearing on Paddock's proposed chapter 11 plan of reorganization set to commence on May 16, 2022. With that backdrop, prior to the objection deadline, Paddock reached out to the Aldrich Debtors to explain how Paddock is differently situated than the asbestos trusts which are the main target of the Motion, and to request a brief adjournment of the Motion *solely* with respect any relief sought as to Paddock, so that briefing and a hearing as to Paddock could take place after Paddock's confirmation proceedings. The Aldrich Debtors declined Paddock's request. The Aldrich Debtors did not articulate any need for the Motion to proceed as to Paddock on the current schedule, or any particular urgency in receiving the information sought.<sup>3</sup> Indeed, the Aldrich Debtors would suffer no prejudice by agreeing to a limited adjournment to afford Paddock the ability to devote its time and resources to confirm and implement its plan. *Thus, as an initial matter, Paddock respectfully requests that the Court grant an adjournment of the Motion solely as to relief sought concerning Paddock, such that the hearing on the Motion (as to Paddock) and consideration of relief*

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<sup>2</sup> Paddock expressly reserves any and all objections in response to any subpoena served, including but not limited to: (a) any objections as to the privilege or confidential nature of any document or information requested; and (b) the right to object to other discovery procedures involving or relating to the subject matter of the subpoena. In addition, Paddock reserves the right to move for the entry of a protective order or bring a motion to quash in an appropriate forum, or to oppose any motion to compel, with respect to the subpoena.

<sup>3</sup> The sole reason offered as a basis to decline an adjournment of the Motion as to Paddock was a perceived risk that the Court *may* decline to hear the Motion on the current schedule as to the asbestos trusts as well if an adjournment was permitted by the Aldrich Debtors as to Paddock.

*sought (concerning Paddock) is deferred at least until June 30, 2022, at which time Paddock hopes to have a confirmed and affirmed chapter 11 plan of reorganization.*<sup>4</sup>

2. In the absence of an adjournment, Paddock substantively opposes the relief sought in the Motion. Not only is the Motion procedurally defective, but the subpoena contemplated in the Motion would require a burdensome and unparalleled undertaking by a chapter 11 debtor at a critical moment in that debtor's own chapter 11 case. Moreover, the Aldrich Debtors have failed to account for issues related to the confidentiality of the information requested, and further have failed to demonstrate that the information sought is proportional to the needs of their case, or that such information is not or may not later become available from some other, more readily available, source. The Aldrich Debtors' efforts to conduct discovery related to a debtor in a separate chapter 11 case on the eve of that debtor's confirmation proceedings is improper, unnecessary, and should be denied.

### BACKGROUND

3. On January 6, 2020, Paddock commenced a voluntary case with the U.S. Bankruptcy Court for the District of Delaware (the "*Paddock Chapter 11 Case*") under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended and modified, the "*Bankruptcy Code*") under the caption *In re Paddock Enterprises, LLC*, Case No. 20-10028 (LSS). Paddock is authorized to continue operating its business and managing its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. Paddock is the successor-by-merger to Owens-Illinois, Inc., which previously served as the ultimate parent of the Paddock Debtor and its affiliates. Through the Paddock

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<sup>4</sup> Confirmation of Paddock's chapter 11 plan will need to be affirmed by the District Court for the District of Delaware, and Paddock intends to move promptly to seek such affirmation following issuance of a confirmation order by the Bankruptcy Court for the District of Delaware.

Chapter 11 Case, Paddock seeks to address and resolve current and future claims alleging personal injuries and death from exposure to asbestos contained in products manufactured by its predecessor, Owens-Illinois, Inc., under the “Kaylo” brand prior to 1958, which products consisted primarily of pipe covering and block insulation products.

5. On April 1, 2022, Paddock filed the *Second Amended Plan of Reorganization for Paddock Enterprises, LLC Under Chapter 11 of the Bankruptcy Code* (the “**Paddock Plan**”), which provides for the establishment of a trust (the “**Paddock Trust**”) pursuant to section 524(g) of the Bankruptcy Code. *See* Paddock Dkt. No. 1286.<sup>5</sup> The Paddock Plan also provides that, prior to the Effective Date, Reorganized Paddock will enter into the Asbestos Records Cooperation Agreement with the Paddock Trust to transfer certain documents in the possession, custody, or control of Reorganized Paddock, including copies of any and all existing databases created for the purpose of collecting or categorizing information regarding asbestos claims, and related information.<sup>6</sup>

6. The Paddock Plan solicitation process commenced on February 17, 2022, and the voting deadline was April 8, 2022. The final vote tabulation reflects that the Paddock Plan was accepted by 99.993% in number and 99.997% in amount of the voting holders of Asbestos Claims (as defined in the Paddock Plan). *See* Paddock Dkt. No. 1331. The Bankruptcy Court for the District of Delaware has scheduled a hearing on May 16, 2022 at 10:00 a.m. (Prevailing Eastern Time) to consider confirmation of the Paddock Plan.

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<sup>5</sup> The “**Paddock Dkt.**” and other relevant case information is available on the following website maintained by the Paddock Debtor’s claims and noticing agent: <https://cases.ra.kroll.com/Paddock>.

<sup>6</sup> The full categories of documents being transferred to the Paddock Trust are contained in the Asbestos Trust Cooperation Agreement [Paddock Dkt. No. 1295-2].

## ARGUMENT

### A. THE MOTION SHOULD BE ADJOURNED AS TO RELIEF SOUGHT RELATED TO PADDOCK

7. The Motion should be adjourned as to relief sought concerning Paddock until at least June 30, 2022, so that briefing and a hearing as to Paddock can take place after Paddock's confirmation proceedings.<sup>7</sup> Paddock is at a pivotal moment in its bankruptcy – with confirmation set to commence in just 10 days – requiring the time and attention of individuals who would be tasked with addressing the proposed subpoena. The Aldrich Debtors have not articulated any need or urgency for the Motion to proceed as to Paddock on the current schedule. Indeed, there would be no prejudice to these proceedings by the limited adjournment requested. Paddock's time and attention – at least in the near term – must remain focused on ensuring its own exit from bankruptcy. For these reasons, Paddock respectfully requests that the Court grant the adjournment of the Motion to the extent it seeks relief concerning Paddock.<sup>8</sup>

### B. THE MOTION IS PROCEDURALLY IMPROPER UNDER APPLICABLE RULES OF PROCEDURE

8. The Aldrich Debtors' Motion is procedurally improper and an attempt to end run around the applicable federal rules governing subpoena-related motions.<sup>9</sup> Under FRCP 45, all subpoena-related motions and applications are to be made to “the court where compliance is

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<sup>7</sup> The hearing on the Motion is scheduled for May 26, 2022, at 9:30 a.m. EDT. Given the posture of the adjournment request, and the nature of the relief requested, Paddock respectfully requests that the Adjournment Motion be considered and heard by the Court prior to or in connection with the Aldrich Debtors' Motion on May 26, 2022.

<sup>8</sup> If an adjournment is granted, Paddock reserves the right to supplement the Objection.

<sup>9</sup> Rule 45 of the Federal Rules of Civil Procedures (the “*FRCP*” or “*Federal Rules*”) is made applicable to subpoenas issued in cases under the Bankruptcy Code pursuant to Rule 9016 of the Federal Rules of Bankruptcy Procedure. *See* Fed. R. Bankr. P. 9016 (“Rule 45 F.R.Civ.P. applies in cases under the Code.”). FRCP 26 is made applicable here pursuant to Rules 9014(c) and 7026 of the Federal Rules of Bankruptcy Procedure.

required.”<sup>10</sup> See FRCP 45(f); see also FRCP 45(f) Advisory Committee Notes to 2013 Amendment (“Under Rules 45(d)(2)(b), 45(d)(3), and 45(e)(2)(B), subpoena-related motions and applications are to be made to the court where compliance is required under Rule 45(c).”). When “the court where compliance is required” did not issue the subpoena, FRCP 45(f) sets forth limited circumstances under which a subpoena-related motion may be transferred and decided by another court, specifically “if the person subject to the subpoena consents or if the court finds *exceptional circumstances*.” See FRCP 45(f) (emphasis added). The Advisory Committee Notes confirm that, in evaluating the appropriate forum, the “prime concern should be avoiding burdens on local nonparties subject to subpoenas” and “it should not be assumed that the issuing court is in a superior position to resolve subpoena-related motions.” FRCP 45(f) Advisory Committee Notes to 2013 Amendment.

9. Here, in a transparent attempt to short circuit procedural requirements, the Aldrich Debtors purport to seek preemptive authorization from this Court to serve the proposed subpoenas, without regard for the clear requirements under FRCP 45 that such issues be raised in the court where compliance is required. Paddock is a limited liability company formed under the laws of Delaware with its headquarters in Perrysburg, Ohio. Paddock has no presence in, or connection to, the Western District of North Carolina. As a debtor based in Ohio with its own chapter 11 proceeding in Delaware, Paddock has a strong interest in resolving issues related to the Motion, and the propriety of the proposed subpoena, either before the Bankruptcy Court presiding over the Paddock Chapter 11 Case or before the District Court for the Northern District of Ohio.

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<sup>10</sup> In turn, FRCP 45(c) provides that for the production of documents, including electronically stored information, a subpoena may command production “at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person.” See FRCP 45(c).

10. The Aldrich Debtors could have (and should have) deferred to “the court where compliance is required.”<sup>11</sup> By preemptively filing the Motion in this Court, however, the Aldrich Debtors seek to circumvent the process envisioned by FRCP 45, and without making any showing of “exceptional circumstances” under FRCP 45(f) to bring the issue before this Court.<sup>12</sup> The Motion is thus procedurally defective and should be denied.

### C. THE RELIEF REQUESTED AS TO PADDOCK VIOLATES THE AUTOMATIC STAY

11. The Aldrich Debtors offer no authority suggesting it is appropriate for one debtor to seek discovery from another debtor under these circumstances. As a debtor in its own pending chapter 11 proceeding, Paddock is subject to the protection of the automatic stay pursuant to section 362(a) of the Bankruptcy Code. One of the primary purposes of the automatic stay is “to provide the debtor and its executives with a reasonable respite from protracted litigation, during which they may have an opportunity to formulate a plan of reorganization for the debtor.” *A.H. Robins Co., Inc. v. Piccinin*, 788 F.2d 994, 998 (4th Cir. 1986) (citation omitted). While a court may grant relief from the stay for “cause,” the party seeking such relief bears the burden to affirmatively move for and make a *prima facie* case for such relief. *See, e.g., In re Energy Future*

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<sup>11</sup> After any related motion practice was initiated in the proper forum, the Aldrich Debtors could have requested a transfer of the matter to this Court in accordance with FRCP 45(f) if they believed they met the requisite standard for a transfer.

<sup>12</sup> This sort of gamesmanship was recently observed in the *Bestwall* case. There, the debtor served subpoenas on certain Delaware asbestos trusts pursuant to an order of the Bankruptcy Court authorizing the issuance of subpoenas. Thereafter, the trusts moved to quash the subpoenas in the District of Delaware. *See In re Bestwall, LLC*, Misc. No. 21-141 (CFC), 2021 WL 2209884, at \*3–4 (D. Del. June 1, 2021). Bestwall took the position that the motion to quash was an improper collateral attack on the Bankruptcy Court’s order, and moved to transfer the proceeding to the Bankruptcy Court for the Western District of North Carolina. *Id.* at \*4. Ultimately, the Delaware District Court granted the motions to quash, citing the lack of adequate safeguards governing confidentiality. *Id.* at \*5, 7 (“Bestwall tries to paint the Motion to Quash as an improper collateral attack on the Issuing Court’s . . . Order, but this characterization is improper.”). In the same ruling, the Delaware District Court denied Bestwall’s motion to transfer, finding that even if “exceptional” circumstances existed to support transfer, “transfer is not warranted because these circumstances do not outweigh the Trusts’ strong interests in a local resolution . . . [by] the Court that approved and implemented a majority of the Trusts[. . .].” *Id.* at \*5. Notably, the Delaware District Court found that “Bestwall has not sought relief from the Bankruptcy Court that issued the orders establishing and governing the Trusts.” *Id.* at \*7. Bestwall has appealed the Delaware District Court’s order to the Third Circuit Court of Appeals.



*Intermediate Holding Co.*, 533 B.R. 106, 117 (Bankr. D. Del. 2015). Absent such relief being sought and granted, the automatic stay remains in full effect.

12. To the extent Paddock is required to respond to burdensome third-party discovery sought during a pivotal time in the Paddock Chapter 11 Case, Paddock would be deprived of one of the fundamental benefits of the automatic stay at a time when estate resources—including the individuals who would logically be tasked with addressing the requests for information—are necessarily focused on confirming and implementing the Paddock Plan. *See In re Gregory*, No. 11-07081, 2011 WL 5118457, at \*3 n.2 (M.D. Tenn. Oct. 27, 2011) (“[A]ll discovery directed to the debtor, even if it only relates to the co-defendant’s case, is halted by the automatic stay to protect the debtor’s fresh start.”); *see also In re Manown*, 213 B.R. 411, 412 (Bankr. N.D. Ga. 1997) (“[T]he automatic stay is designed to protect Debtor from the burden of responding to discovery and defending a court action, even if the creditor agrees to proceed no further than judgment and to refrain from any execution of judgment against Debtor.”). Moreover, to the extent the information sought relates to claims against Paddock, the production of such information could be used in connection with the prosecution of claims against Paddock’s estate, in blatant violation of section 362(a). *See* 11 U.S.C. § 362(a)(1) (section 362(a) “operates as a stay, applicable to all entities, of,” among other things, “the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the [bankruptcy case], or to recover a claim against the debtor that arose

before the commencement of the [bankruptcy case].”).<sup>13</sup> Accordingly, the automatic stay prohibits the discovery sought, particularly given the unique burden the proposed subpoena would impose at this juncture.

**D. THE REQUESTED INFORMATION EXCEEDS THE PERMISSIBLE SCOPE OF DISCOVERY**

**1. The Aldrich Debtors Have Not Demonstrated that the Requested Information Meets the Standard for Discovery under FCRP 26(b)(1)**

13. In conclusory fashion, the Aldrich Debtors contend that the information sought is “plainly relevant” because, prior to Paddock’s chapter 11 filing, Paddock was one of the only remaining solvent “amosite” defendants in the tort system. *See* Motion, ¶ 31. But the Aldrich Debtors bear the burden of demonstrating the information sought through the proposed subpoena is “relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.” FRCP 26(b)(1). They have not demonstrated any measure of relevance or need that would justify putting Paddock, a debtor in its own chapter 11 case preparing for a contested confirmation hearing, through the burden of examining its own claim-related data for 12,000 individuals, without regard for whether there is any basis to suggest such individuals also may

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<sup>13</sup> Notwithstanding the protection of the automatic stay, the Aldrich Debtors’ extraordinary effort to conduct prejudicial discovery against another debtor in bankruptcy violates long-standing jurisdictional principles. Established by the U.S. Supreme Court in 1881, the Barton doctrine holds that a party seeking to initiate an action against a bankruptcy trustee—including a debtor-in-possession—must first obtain the leave of the bankruptcy court overseeing the bankruptcy estate. *See Barton v. Barbour*, 104 U.S. 126, 128 (1881) (“before suit is brought against a receiver[,] leave of the court by which he was appointed must be obtained.” (citation omitted)); *see also In re Gen. Growth Props., Inc.*, 426 B.R. 71, 75 (Bankr. S.D.N.Y. 2010) (finding that the Barton doctrine applied to “any fiduciary of the estate, including a debtor-in-possession. . .”). Through the Motion, the Aldrich Debtors seek burdensome discovery from a debtor in a *nonparty* proceeding, including discovery directly related to claims against the Paddock estate. For this additional reason, if the Aldrich Debtors intended to seek authorization prior to serving a subpoena on Paddock, then they should have sought such authorization from the Delaware Bankruptcy Court.

have alleged that they suffered personal injuries related to a product for which Paddock has liability. The mere fact that Paddock was subject to asbestos-related claims, by itself, falls short of meeting their burden under the applicable standard for discovery.

**2. The Proposed Subpoena Would Be Unduly Burdensome, Not Proportional to the Needs of the Aldrich Debtors' Cases, and Otherwise Objectionable**

14. The scope of permissible nonparty discovery is not unlimited. Even if the Aldrich Debtors had articulated an argument as to how the data sought is relevant, discovery of information from a third party is not permitted where production would be “unduly burdensome” or could cause “potential harm” that outweighs any purported benefit. *Avago Techs. U.S., Inc. v. IPtronics Inc.*, 309 F.R.D. 294, 297 (E.D. Pa. 2015). Courts “‘must limit the . . . extent of discovery’ where it is duplicative, where it can be obtained from another source that is ‘more convenient, less burdensome, or less expensive,’ where the party seeking discovery has had ample opportunity to obtain the discovery, or where the burden or expense outweighs any perceived benefit of the discovery.” *Id.* (quoting FRCP 26(b)).

15. Production of the requested information would require a significant amount of time and resources, and impose an undue burden, which is heightened given the critical juncture of the Paddock Chapter 11 Case. The proposed subpoena would purport to require Paddock to manually search its own claim-related data specific to approximately one dozen categories for over 12,000 individuals, provide notice to potentially thousands of claimants and counsel (related to the confidentiality issue addressed below), and create a compilation document containing responsive information (if any). While the Aldrich Debtors assert that the estimation proceedings will play a “central role” in their cases, they fail to explain how the information sought is needed from Paddock or needed at this time, particularly given that no schedule has

been set for the estimation proceeding.<sup>14</sup> The Aldrich Debtors have not demonstrated that the burden of producing this information—and now—is proportional to the needs of their cases. These considerations warrant particular weight considering that Paddock is not a party to this litigation. *See, e.g., Va. Dep't of Corr. v. Jordan*, 921 F.3d 180, 189 (4th Cir. 2019) (finding that, in determining whether a FRCP 45 subpoena subjects a recipient to undue burden, “courts must give the recipient’s nonparty status ‘special weight,’ leading to an even more ‘demanding and sensitive’ inquiry than the one governing discovery generally.”).

16. The Aldrich Debtors’ need for information from Paddock is further diminished to the extent it obtains data from existing asbestos trusts. Indeed, the Aldrich Debtors represent that the data sought from the asbestos trusts will capture over 60% of the active trusts with a substantial asset history, and collectively provide data from “most of the prominent asbestos defendants whose liabilities derive—like the [Aldrich] Debtors—predominantly from industrial settings.” Motion, ¶ 30; *see Avago Techs.*, 309 F.R.D. at 300 (denying request for documents reflecting third party’s testing results that could be obtained from a party to the litigation because plaintiffs “failed to establish how the information sought from [the third party] is *unique*”) (emphasis added).

17. In addition, as noted above, the proposed subpoena would implicate a host of confidentiality issues. As is typical for settlement-related information, Paddock owes confidentiality obligations to claimants with whom it settled claims and their counsel. Paddock cannot simply hand over settlement-related information to a third party without addressing confidentiality issues. The Aldrich Debtors suggest that they would provide “robust protections”

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<sup>14</sup> The Court’s *Order Authorizing Estimation of Asbestos Claims* [Dkt. No. 1127], dated April 18, 2022, requires the submission of the case management order within three weeks of the date of the Order.

for the requested information, but that does not solve for Paddock's confidentiality obligations. For all these additional reasons, the Motion should be denied.

### CONCLUSION

18. For the reasons stated herein, the Court should grant the Paddock Debtor's request to adjourn the hearing on the Motion as to Paddock to a date after June 30, 2022, or, in the alternative, to sustain the Objection and deny the relief requested in the Motion.

Dated: May 6, 2022



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**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing has been served via the Court's Electronic Filing System on all parties requesting notice in this proceeding on May 6, 2022, and by electronic mail to the Debtor, its counsel, and the Debtor's noticing agent on May 6, 2022.

*/s/ Ashley Rusk*  
BLANCO TACKABERY & MATAMOROS, P.A.

# EXHIBIT F





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1 the debtors' motion for an order authorizing them to issue  
2 subpoenas on the asbestos trusts and Paddock, and hear that,  
3 then take a break and then consider the consolidated case  
4 matters, right?

5 (No response)

6 THE COURT: Okay, very good. Well, I'm ready to go to  
7 that point if you are. Whenever --

8 MR. ERENS: We are, your Honor. If it's all right,  
9 I'd like to take the podium.

10 THE COURT: Please.

11 MR. ERENS: Thank you.

12 Again, Brad Erens on behalf of the debtors.

13 Your Honor, this is the debtors' motion for trust  
14 discovery. I'm not going to spend any time going through  
15 specifically what we're seeking in the motion because your  
16 Honor has seen the motion before and that's part of the point  
17 here --

18 THE COURT: Uh-huh (indicating an affirmative  
19 response).

20 MR. ERENS: -- your Honor. This is not the first time  
21 this motion has come before your Honor. It's not the first  
22 time this type of motion's come before this Court in this  
23 jurisdiction.

24 Your Honor, the order that the debtors are tendering  
25 to the Court and seeking approval on is essentially the same

1 order that your Honor entered in the DBMP case just three  
2 months ago in February. It's subject to the same  
3 anonymization, notice, confidentiality provisions. It's  
4 subject to the same access and use restrictions. It's  
5 essentially the identical order that your Honor has already  
6 entered. And again, it seeks no personally identifiable  
7 information from the producing parties, the trusts or Paddock.  
8 It does seek information from two additional sources -- and  
9 we'll get into that in a second -- Paddock and an additional  
10 trust facility, the Verus facility.

11           With respect to Paddock, last week Judge Beyer in the  
12 Bestwall case approved essentially, again, the exact same  
13 subpoena that the debtors are seeking approval for here with  
14 respect to the same type of information. Again, Paddock -- and  
15 I think you've heard this in this case before -- in the tort  
16 system acted very much like a trust. It was, it was rarely  
17 sued in the tort system. It acted much more like a trust.  
18 Judge Beyer did restrict the number of claimants that Bestwall  
19 can seek from Paddock. Originally, they asked for, I believe,  
20 somewhere between 20 and 30,000. Judge Beyer reduced that to  
21 approximately 8700. We did our math, your Honor, with respect  
22 to the number of claimants that we would be seeking from  
23 Paddock and we came up with approximately 8800.

24           Now the motion references 12,000 claimants, but  
25 Paddock, as you may recall, had an earlier cut-off date with

1 respect to exposure, 1958. So some of our claimants, we know,  
2 will not be relevant to Paddock. So we did the math and we  
3 came up with, roughly, 8800 claimants that we'd be seeking  
4 information from Paddock. Again, Judge Beyer approved 8700.

5 So somewhat by coincidence, but the point is that  
6 we're seeking, effectively, the same number as Bestwall is  
7 going to be seeking in the, in their case and was approved by  
8 Judge Beyer, again just last week.

9 The ACC indicates that the order we're, we're seeking  
10 is really not the same, but that's simply not the case, your  
11 Honor. In Footnote 5 of our reply we indicate the minor  
12 differences between the order that your Honor signed in  
13 February in DBMP and our order. Two minor differences, really  
14 procedural. We added a provision in Paragraph 9 that matching  
15 claimants would be given seven days' notice of the opportunity  
16 to seek to quash and we provided that, if they do seek to  
17 quash, they would do so in the same jurisdiction as the  
18 producing parties. No one has objected to those provisions.  
19 They're to organize the matter and provide some certainty with  
20 respect to timing.

21 So we don't view those as substantive, significant  
22 changes and again, no one's objected to those. That's it, your  
23 Honor. So this should not be controversial, in our view.  
24 Again, same order your Honor has already entered and again,  
25 consistent with precedent in this jurisdiction.

1           As a result of the fact that the substance of what the  
2 debtors are seeking is not different than what has been sought  
3 before, both the ACC and Paddock go to what effectively are  
4 procedural objections rather than, than what we would consider  
5 to be substantive objections. But, your Honor, again, the  
6 precedent in this jurisdiction has been to bring this type of  
7 motion to the bankruptcy court first. As we cite in Footnote 6  
8 in our reply, in each of the prior cases the order approving  
9 trust discovery was entered after the order approving  
10 estimation. That was true in the Garlock case. That was true  
11 in the Bestwall case. That was true in the DBMP case. As we  
12 indicated in Garlock, the motion itself wasn't even filed, the  
13 motion for trust discovery, until the estimation order was  
14 entered. That has been the precedent and we are following the  
15 precedent in this jurisdiction. My guess is if we hadn't  
16 followed the precedent, we would have been criticized for that.  
17 That's good case management. It provides your Honor a view as  
18 to what the debtors are doing in terms of third-party discovery  
19 before they go off and do it.

20           And, your Honor, we actually have an example which is  
21 relevant today of what happens if the debtor doesn't seek,  
22 initially, bankruptcy court review of third-party discovery.  
23 In the Bestwall case, Bestwall issued a subpoena to Paddock as  
24 well as DBMP as well as Aldrich and Murray and as to DBMP and  
25 Aldrich and Murray, you'll be hearing about that --



1 THE COURT: Uh-huh (indicating an affirmative  
2 response).

3 MR. ERENS: -- after this part of the hearing.

4 What happened? The ACC in Bestwall filed a motion to  
5 strike in front of Judge Beyer in the bankruptcy court, the ACC  
6 in DBMP filed a motion to quash in that case, and the ACC in  
7 our case filed a motion to quash in our case. So in a  
8 situation where the debtor did not go first to the bankruptcy  
9 court it wound, the, the litigation wound up in the bankruptcy  
10 court, anyway, not in one case, but in three cases.

11 So, your Honor, this just shows why it is good case  
12 practice as well as precedent to come to this Court first.

13 In our particular case, there are some differences in  
14 the motion that your Honor can review. As I indicated, there's  
15 two additional sources that we're seeking information from,  
16 Paddock itself -- and again, if we had sought the subpoena  
17 directly from Paddock without coming here first, we know what  
18 would have happened because it already happened in the Bestwall  
19 case. The ACC in that case sought to come back here, anyway --  
20 and then we're also seeking information from one additional  
21 trust facility, Verus, and giving the ACC an opportunity to  
22 argue before we go off and do that and give your Honor an  
23 ability to review our request for that because that, again, is  
24 somewhat different than what has happened in prior cases. The  
25 ACC describes that as a massive expansion of the discovery. We

1 dispute that and we'll get into that in a second.

2 So, your Honor, we think the ACC can hardly complain  
3 that we're coming here first, but they've done so, nonetheless.

4 But that's our main point, your Honor. Precedent and  
5 good practice means we should have this hearing first and then  
6 the debtors should go off and do what your Honor approves.

7 I do want to respond relatively quickly to the  
8 procedural points that the, both the ACC and the -- and --  
9 excuse me -- both ACC and Paddock raises in their objections.  
10 It's all in our papers, your Honor. I'm sure you've read our  
11 papers. I don't want to go into great depth. It's their  
12 arguments and I think, in general, we would reserve most of our  
13 time for rebuttal on this point, on these points, but I do just  
14 want to highlight our main positions on the various main  
15 objections that have been raised by the parties before we turn  
16 it over to the ACC and Paddock. But again, we, we intend to  
17 mostly reserve time for rebuttal on these points.

18 THE COURT: Uh-huh (indicating an affirmative  
19 response).

20 MR. ERENS: First of all, there's been an argument  
21 that the debtors have not specified the legal bases for the  
22 relief they're seeking. Your Honor, again, this is not the  
23 first time this type of motion's been in front of your Honor.  
24 There are several legal bases for your Honor to approve the  
25 motion.

1 First is Section 105 of the Bankruptcy Code. Your  
2 Honor has the ability to manage its own docket, to manage  
3 discovery and the like, and your Honor even made this point in  
4 connection with the PIQ in the DBMP hearing. We quoted this in  
5 the reply where there were various arguments being raised about  
6 2004 and Rule 26 and your Honor said:

7 "Well, those are all fine, but you know what? I don't  
8 think the issue is limited to that under Section 105  
9 and general authority to regulate my case. I have the  
10 ability to entertain" -- in that case it was the PIQ  
11 motion -- "and to approve the discovery."

12 THE COURT: Uh-huh (indicating an affirmative  
13 response).

14 MR. ERENS: So 105 is applicable.

15 Rule 2004 itself is also applicable. Again, in each  
16 of the cases, as I mentioned before, Garlock, Bestwall, and  
17 DBMP, the order approving this trust discovery was entered  
18 after the order for estimation. So there you had a 2004 issue,  
19 potentially. In, in Bestwall and DBMP, the trust discovery was  
20 explicitly approved under 2004. And the ACC has raised the  
21 pending proceeding rule. But again, as we've talked about, I  
22 think, in several hearings, both in this case and others, the  
23 pending proceeding rule is discretionary, especially in  
24 contested matters, as set forth in Rule 9014. We're not in an  
25 adversary here and it has been waived or not followed several

1 times in the course of these mass tort cases in this  
2 jurisdiction.

3 And finally, your Honor, there's Rule 26. For all the  
4 reasons set forth in the motion and the reply, the discovery  
5 that the debtors are seeking, there's good cause. It's  
6 proportional. The burden is, is, is, is relatively minimal, in  
7 our view, and we'll get into that in a second.

8 So the, the discovery can also be approved under Rule  
9 26 for the same reasons that it's been approved in the prior  
10 cases.

11 So those are the main points on the procedural issues.  
12 Again, in rebuttal, we'll get more into this, as necessary.  
13 And if it's all right with your Honor, since Mr. Hirst is  
14 really more versed in the ins and outs of the procedural rules  
15 under the Federal Rules and 2004, I would ask him to do the  
16 rebuttal for this particular point.

17 THE COURT: Any objection to spitting? Okay.

18 MS. RAMSEY: No objection, your Honor.

19 THE COURT: Okay. Go ahead.

20 MR. ERENS: Thank you.

21 The next main point that's been raised by the ACC is  
22 that the debtors need to provide not only evidence, but  
23 admissible evidence to obtain discovery here. Your Honor, in  
24 the reply we provide a variety of law that that's simply not  
25 the case. It's, it's not the case that you have to provide

1 admissible evidence just to get discovery in a, in a  
2 proceeding. And, your Honor, there's no mystery why we're  
3 seeking discovery here. We're seeking it for the same reasons  
4 that it was sought in Garlock, for the same reasons it was  
5 sought in Bestwall, and for the same reasons it was sought in  
6 DBMP, in connection with estimation as well as plan formulation  
7 and, and I'd say TDPs. In this case we're proposing CRPs, but  
8 the procedures that govern a trust.

9           So it's not like there's a mystery as to why we're  
10 seeking the information. We're seeking it for the same reasons  
11 sought in the prior cases and the same reasons it was approved  
12 in the prior cases.

13           The next main point that's been raised, mostly by  
14 Paddock, is burden. Paddock is arguing that the discovery  
15 we're seeking is highly burdensome. Well, a couple of things.  
16 As to Paddock itself, again Paddock is subject to a subpoena  
17 now that's been approved by Judge Beyer as is, or as Aldrich  
18 and Murray are. So it's the same subpoena was served on  
19 Paddock, was served on Aldrich and Murray.

20           So we had to, ourselves, review what we would need to  
21 do to prepare and produce the information that Bestwall is  
22 seeking from us, same information they're seeking from Paddock.  
23 We did our review. Our conclusion was the amount of time and  
24 the amount of costs is fairly minimal. Again, all of these  
25 entities, whether it's a debtor in the case of Paddock, or in

1 the case of DBMP or Aldrich and Murray or a trust, have all  
2 this information in electronic form which requires electronic  
3 searches. It can be done cheaply. It can be done with  
4 relatively low cost and again, under the proposed order. The  
5 debtors are willing to pay the, the reasonable costs of all  
6 that activity. In fact, in the case of Paddock we're willing  
7 to do the work ourselves. If they provide us the names that,  
8 that would need to be searched through, we can tell them which  
9 of those names we're looking for. We're willing to do the work  
10 ourselves. If they want to do it, that's fine, but we can take  
11 the laboring oar off them.

12 In the Garlock case, as we indicated, there is  
13 precedent. There was two productions by the trusts in both  
14 cases, one with respect to mesothelioma, one with respect to  
15 non-mesothelioma claims. In both cases, once the trust  
16 discovery was actually fully approved, the trusts were able to  
17 produce the information fairly easily through electronic  
18 searches of their database.

19 So, your Honor, burden is not an issue here. The  
20 costs are being paid. The information is readily available.  
21 And again, as you've seen in the motion, we're seeking limited  
22 information, non-personally identifiable information, and a few  
23 data fields with respect to the claimants.

24 Paddock has also raised an additional burden-type  
25 argument, that they're in the middle of confirmation and this

1 is a terrible time for them to be doing this. Well, couple of  
2 points, your Honor. First of all, Paddock's already had its  
3 confirmation hearing at the bankruptcy court. That occurred on  
4 May 16th. As we understand, it was a rough, it was a  
5 relatively uncontested three-hour hearing. It went smoothly.  
6 They have, you know, full votes in favor of their plan and the  
7 only thing they have left is to go to the district court to get  
8 affirmation. I mean, the confirmation order hasn't been  
9 entered, but the hearing is over. We haven't issued the  
10 subpoena yet, your Honor. It's not like we're asking for the  
11 information tomorrow. My guess is by the time we get through  
12 this they should be pretty much done with their case.

13 So it's not a, it's not a legitimate argument for  
14 Paddock to argue that they just can't deal with this right now  
15 because they're on the eve of confirmation.

16 The next main issue that's been raised in the papers  
17 is Verus. Now here's a substantive issue, your Honor. As I  
18 indicated before, most of the issues that are being raised are  
19 procedural, but this is substantive. And again, we don't  
20 understand why the ACC is arguing procedurally when we're  
21 giving them the opportunity to argue whether the debtors should  
22 be able to get information from the Verus facility.

23 So the Verus facility is an additional trust facility  
24 that operates and manages 20 trusts. We're not seeking all 20  
25 trusts. We're seeking, first of all, the Garlock trust.

1 That's the main, sort of initial reason to seek Verus. As your  
2 Honor has heard in this case, there's substantial overlap of  
3 issues claiming products and the like between this case and the  
4 Garlock case. These are both gasket cases.

5 So the Garlock trust itself, of course, is one of the  
6 most highly relevant trusts with respect to this case.

7 Once we're sort of into the Verus case, we looked at  
8 some other facilities -- or excuse me -- we looked at some  
9 other trusts within the Verus facility and we noticed 7 of the  
10 other 19 trusts have significant assets. The debtors had  
11 products in industrial settings and it's highly likely there's  
12 significant overlap in claiming, which would mean the claimants  
13 who claimed against Aldrich and Murray in the tort system and  
14 the claimants who may have claimed against those additional  
15 companies in the tort system.

16 So we didn't ask for all 20 trusts. We tailored it to  
17 the seven additional trusts, in addition to Garlock. So we're  
18 seeking eight additional trusts, again only one trust facility.  
19 There are numerous trust facilities throughout the United  
20 States. We're not seeking a massive expansion of, of trust  
21 discovery in this case. We're seeking one additional facility  
22 and less than half the trusts within that facility and we've  
23 tailored it for the reasons I just indicated because these are  
24 larger trusts where there's likely overlap.

25 With respect to sort of aggregate data, as I think we



1 indicated in our motion and maybe again in our reply, there are  
2 maybe 70 plus trusts out there right now with respect to former  
3 asbestos claims. We're seeking at this point 19 of those  
4 trusts. So we're still in the 20 percent. All of the trusts  
5 are relevant, your Honor. If there's overlap in claiming, all  
6 of the trusts are relevant. We're trying to come up with a,  
7 sort of a, a dividing point that makes some sense. We're  
8 seeking only the larger trusts where it's more likely that  
9 there's overlap and we're not seeking a hundred percent of the  
10 trusts. We're in the 20 percent range, so to speak. So we're  
11 still not seeking a lot of information that is relevant out  
12 there. We're trying to be proportionate.

13           So in our view, getting information from the Verus  
14 trusts is hardly a massive expansion of discovery. It's one  
15 additional facility and less than half of the trusts within  
16 that facility.

17           Next item that's been raised is confidentiality. Your  
18 Honor, I have to admit. I'm a little bit confused by this one.  
19 As I indicated, we're not seeking personally identifiable  
20 information. Same as in DBMP. Again, the order that we're  
21 tendering is subject to the same confidentiality restrictions  
22 as your Honor approved in DBMP. Issues have been raised about  
23 data hacking. There's a -- there's -- there's an argument  
24 made, "Well, if we have all this information together, then  
25 there's the risk that if there's a data hack it'll all get

1 out." Well, you know, the information is already collected in  
2 various places throughout the world. As an example, all of the  
3 trust claims for a particular claimant are sitting with the law  
4 firm for that claimant, not just the ones we're seeking, but  
5 all of them across any of the 70 trusts I just mentioned. So  
6 it's collected in one place. There's no reason to believe that  
7 the Bates White security procedures are worse than the law  
8 firms who are holding those claims.

9 So we think the data-hacking arguments are simply a  
10 red herring.

11 Also, Paddock has raised the issue that they have  
12 settlements. Well, your Honor, we cited case law in our reply.  
13 Settlements, settlement agreements themselves are not immune to  
14 discovery, but we're not seeking the settlement agreements,  
15 your Honor. We're just seeking the fact of settlement. We're  
16 not seeking the amount. We're not seeking the terms of the  
17 settlement. We're just seeking the fact.

18 So the issues raised by Paddock with respect to  
19 confidentiality, again, we think, are just not, just not  
20 viable.

21 Couple of other issues raised by Paddock and then I'll  
22 turn it over to the ACC. Paddock has raised because they're in  
23 bankruptcy the automatic stay prevents us from obtaining the  
24 discovery we seek. Again, your Honor, we cited numerous cases  
25 within our, in our reply that that's simply not the law.

1 Debtors in possession are not immune from third-party  
2 discovery. They're certainly immune from discovery with  
3 respect to someone trying to collect a claim against the  
4 debtor. That, that's the type of cases they cite, but this is  
5 not to collect a claim against Paddock. This is to get third-  
6 party discovery. As we cited in our case law, numerous courts  
7 have said that as long as the litigation is unrelated to trying  
8 to collect a claim against the debtor, the debtor is not immune  
9 to third-party discovery. Otherwise, no debtor could ever be  
10 subject to such discovery.

11 In a similar vein, Paddock has argued that the debtors  
12 cannot obtain the information under the so-called Barton  
13 doctrine. The Barton case is a case from 1881, I believe, that  
14 says, "Receivers cannot be sued for acts taken in their," "in  
15 their official capacity during a receivership." Well, that  
16 makes some sense, your Honor, but that's hardly what we're  
17 doing. We're not suing Paddock. We're not suing Paddock for  
18 actions they've taken during their bankruptcy. We're just  
19 seeking third-party discovery. And I don't think Paddock is  
20 seriously pushing this argument, your Honor, they stuck in a  
21 footnote

22 But if, if the Barton doctrine really applied, the  
23 automatic stay might as well apply. I mean, there's no reason  
24 to apply the Barton doctrine because the logic of the position  
25 is you have to go back to the bankruptcy court anytime you

1 wanted third-party discovery. Well, you might as well, then,  
2 take the position the automatic stay applies 'cause you're  
3 going to have to be back in the bankruptcy court, anyway.

4 So the Barton doctrine, your Honor, also does not  
5 apply.

6 So unfortunately, your Honor, I'll leave it at that  
7 for now. We're relitigating, in our view, something your Honor  
8 has already decided, for the most part, in the DBMP proceeding.  
9 The order, again, is essentially identical. We're just seeking  
10 Paddock as an addition, again a subpoena that Judge Beyer just  
11 approved last week in the Bestwall case, and we're seeking  
12 Verus for the reasons I mentioned prior and is in our motion  
13 and reply. And again, the number of claimants we're seeking  
14 from Paddock is effectively the same as the number of claimants  
15 that Judge Beyer just approved in Bestwall.

16 So I've gone through the points quickly. Again,  
17 we'll, we'll reserve the rest of our time for rebuttal. Unless  
18 your Honor has any questions, I will sit down and turn it over  
19 to the ACC and Paddock.

20 THE COURT: Not at the moment. Thank you.

21 MR. ERENS: All right. Thank you very much.

22 THE COURT: All right.

23 Ms. Ramsey.

24 MS. RAMSEY: Good morning, your Honor.

25 May I also --

1 THE COURT: Certainly.

2 MR. WRIGHT: May I approach?

3 THE COURT: You may.

4 MS. RAMSEY: Your Honor, we do have slides, if --

5 THE COURT: Okay.

6 MS. RAMSEY: -- my colleague may approach.

7 Thank you.

8 (Slide presentation handed to the Court)

9 THE COURT: Well, as a native North Carolinian I'm all  
10 for the North Carolina practice. As I get older, I see the  
11 merit of speaking from a lectern. You can actually read the  
12 materials.

13 MS. RAMSEY: Exactly, your Honor.

14 THE COURT: All right. Whenever you're ready.

15 MS. RAMSEY: Thank you. Appreciate it.

16 Your Honor, Natalie Ramsey for the record, Robinson &  
17 Cole.

18 With respect to an overview, your Honor, the debtors'  
19 argument breaks down, largely, into, "Why are we even here.  
20 The Court's heard this before. We should just do what has been  
21 done in the other cases," and we certainly understand that the  
22 Court has heard this argument before, fairly recently even, in  
23 the DBMP case, and that Judge Beyer has obviously authorized  
24 trust discovery in Bestwall and it was authorized in the  
25 Garlock case, but this case is quite different.

1           So I, I just wanted to hit a few of the overarching  
2 themes quickly.

3           THE COURT: Uh-huh (indicating an affirmative  
4 response).

5           MS. RAMSEY: The first is our objection's not purely  
6 procedural. We object to trust discovery in this case under  
7 the unique facts of this case. This case is very different in  
8 its posture. The Court had entered an estimation order before  
9 the trust discovery motion was sought and that just is, is an  
10 important distinction from what happened in the Bestwall and  
11 DBMP cases where the discovery was sought and then an  
12 estimation order was entered.

13           The second really key difference of this case is that,  
14 here, we have the debtor and the FCR having reached a  
15 settlement which values the future claims liability and that  
16 settlement is embodied in a plan that has been filed in this  
17 case. And so to some extent this is very different than the  
18 circumstance that you have in the DBMP or Bestwall cases where  
19 those debtors are saying, "We're, we're uncertain of this  
20 liability and we, the debtor, and the other parties need to  
21 project that." Here, the debtor has valued that liability.

22           There's also, I think, a couple of points I just  
23 wanted to respond to at the beginning and then I'll take some  
24 of the arguments in sequence. The first is this issue of we  
25 really need to come here first. We, we couldn't just serve the

1 discovery under Rule 26 because if we had done that, goodness  
2 knows, everybody would have come in to this case and raised an  
3 argument that we should have approached the Court first.

4 In the Bestwall case there was no argument in  
5 connection with the motion to strike, that the debtor had  
6 proceeded improperly from a procedural perspective. There was  
7 -- the -- the arguments were different than that. They, they  
8 went to the underlying merits of whether those subpoenas should  
9 be, should be stricken, but there was no suggestion at all that  
10 the debtor couldn't do that. And frankly, who knows whether  
11 had the debtor proceeded that way here we would be in front of  
12 this Court at all.

13 The second thing that I wanted to correct sort of was  
14 with respect to what just happened with regard to the ruling  
15 that Judge Beyer issued on the motion to strike. What Judge  
16 Beyer did in terms of narrowing was she narrowed the field of  
17 settled claims to 2700 and then there was an additional 6,000  
18 pending claims that were authorized and that got you to the  
19 8700. But when we're comparing respective volume of claims as  
20 to which discovery is sought, it's the 2700 figure that  
21 compares to what the debtor is seeking here.

22 And with those, with those sort of overarching  
23 comments, your Honor, I think I'd like to start by just  
24 hitting, really, three points. And I am going to try to rely  
25 principally on our objections to the extent of arguments that

1 the Court has heard before that are, are the same arguments  
2 that we've raised in other cases.

3 The first argument is that the trust discovery motion  
4 is procedurally deficient and that will, gets us into the Rule  
5 26 versus 2004 issue; the second is whatever the standard is,  
6 the debtors have failed to satisfy the standard; and the third  
7 is that the requested relief is overbroad.

8 With respect to the first argument that the trust  
9 discovery motion is procedurally deficient --

10 THE COURT: Uh-huh (indicating an affirmative  
11 response).

12 MS. RAMSEY: -- the Federal Bankruptcy Rule 9013  
13 requires that a motion state with particularity the grounds for  
14 relief. Here, we have absolutely no support in the record for  
15 what the debtor is seeking unlike what you had in DBMP,  
16 Bestwall, and Garlock. In each of those cases the expert for  
17 the debtors put in a declaration explaining, or at least  
18 arguing that, that the expert needed the information in order  
19 to conduct the type of estimation that the expert had been  
20 asked to provide. Here, there is no declaration and the debtor  
21 says in its reply, "Well," you know, "we don't need, really, to  
22 have evidence of why we need this discovery. The Court should  
23 just sort of by implication rely on the fact that in the other  
24 cases it's been approved and we're advocating the same sort of  
25 theory." But with respect to the cases that the debtor has



1 cited in its reply, they're inapposite and clearly  
2 distinguishable.

3 First of all, in the Metiom case the court held that,  
4 that declarations were not necessary there because the party  
5 had included underlying e-mails that were evidence of why it  
6 allegedly needed that discovery and that there were  
7 representations regarding witness statements. The combination  
8 of those two things the court found to be sufficient.

9 In the Hammond case, there, the district court  
10 overturned the bankruptcy's imposition of a, what it called a  
11 novel extraordinary circumstances standard for examination of  
12 the debtor. That is not our argument at all. We're not  
13 arguing for a higher standard. What we're arguing is that  
14 there has to be some evidentiary basis for why discovery should  
15 proceed. And in that case, also, they noted that the party  
16 could establish cause based on information that was readily  
17 available from other sources. But here, our contention is  
18 those sources can't be evidence that was unique to other  
19 pending cases. It's just, proves too much.

20 The other cases cited similarly are distinguishable.  
21 In UN4 Productions there was a motion to quash that alleged  
22 that the subpoena failed to establish the underlying merits.  
23 Again, what we're arguing here is that the burden of proof is  
24 to present some good cause or, or, or relevance of the  
25 discovery and, and we are not looking at this point to get to

1 the underlying merits of that discovery.

2 And in Federal Election Commission v. Christian  
3 Coalition the court's ruling was that disputes arising from a  
4 motion to compel were based on privileges, not on a lack of, of  
5 evidentiary support as we have here.

6 With respect to the standards, our contention is,  
7 again, that the support that the debtor relies on here is (a)  
8 evidence from other cases which we, we say does not support it,  
9 its informational brief, which is really an advocacy piece and  
10 not evidence, and two declarations that the debtor cites to,  
11 the declaration -- and I always mispronounce Mr. Pittard,  
12 Pittard --

13 THE COURT: Pittard.

14 MR. ERENS: Pittard.

15 THE COURT: Pittard.

16 MS. RAMSEY: Okay. I'm sorry. One --

17 THE COURT: Pittard.

18 MS. RAMSEY: Pittard -- Mr. Pittard's name, your Honor  
19 -- but his first day declaration and the declaration of  
20 Mr. Tananbaum in connection with support for the debtors'  
21 preliminary injunction. And if you review those two  
22 declarations, there are no references, zero, to estimation, to  
23 trust discovery, to the Garlock decision, rather surprisingly,  
24 or to any instance of alleged evidence suppression.

25 So those declarations don't do anything in terms of

1 the present motion.

2           When we also look about, to the, the debtors' support  
3 the debtors admit that their predecessors routinely settled  
4 cases "regardless of underlying merit." In the face of that  
5 admission seeking now to go back and try to relitigate, which  
6 is what the debtors are really suggesting that they should be  
7 able to do, their entire history in the face of an admission  
8 that that was not something that was considered in the tort  
9 system simply is distinguishable, again. Because what you've  
10 heard in the other cases, or in DBMP what you've heard is,  
11 well, it was a combination of cost and, and evidence  
12 suppression. Here, what you have is an admission that, that  
13 they really were not looking at merit.

14           So this idea that we should be able to go back, the  
15 debtors should be able to go back and conduct discovery on  
16 12,000 settled claims is just inconsistent with the theories of  
17 this case.

18           So moving to the second argument, the debtors failed  
19 to meet the standards of both 2004 and Rule 26, whichever of  
20 those procedural rules it is seeking this discovery under.  
21 With respect to the other cases -- and I mention this first,  
22 your Honor -- the timeline was that in each of those cases  
23 there was a Rule 2000 [sic] trust discovery motion filed before  
24 the estimation order was entered. In this case, the estimation  
25 motion was filed, the estimation was entered, and then several

1 months later the debtors sought trust discovery.

2           Moving then to the Federal Rules, the Federal Rules  
3 are the default in the case of a pending contested matter and  
4 our contention is, as the debtor said, that the debtors should  
5 just serve these subpoenas. And why do we say that? Why do we  
6 care whether they do it under Rule 2004 or under Rule 26 given  
7 that in either instance the debtor has admitted or suggested  
8 that its intention is to, is to serve subpoenas? We care  
9 because we believe that the debtor has come to this Court with  
10 this motion to get a leg up when and if there is an effort to  
11 quash the subpoenas so that they have this Court's order to  
12 point to to say, "See, our Court has found that this is  
13 relevant and, therefore, in, in connection with the motions to  
14 quash we should have this discovery." We contend that they can  
15 point to the estimation order, which the Court has entered,  
16 without the Court further blessing this particular discovery.

17           With respect to the -- again, the differences here, we  
18 think, are very significant with respect to both the filing of  
19 a plan in this case that has an embodied agreement with one of  
20 the parties in the case and also with respect to the fact that  
21 we have a pending estimation order and that, therefore, just as  
22 Judge Beyer decided with respect to a recent decision in  
23 Bestwall where the debtor came back to her in that case and  
24 said that it was asking for permission to file a new subpoena  
25 on the trusts, which the debtor alleged there complied with the

1 district court in Delaware's order for sampling and  
2 anonymization, and in that instance Judge Beyer ruled that she  
3 was not prepared to bless that subpoena, that, in fact, they  
4 should just go and serve it on the Delaware courts. We contend  
5 that that is what this Court ought to do in this circumstance.

6           Moving then to Point 3, the requested relief is  
7 overbroad. Under Rule 2004, a movant is required to  
8 demonstrate good cause and that requires a reasonable basis to  
9 examine the materials sought to discover. I want to reiterate  
10 again the complete lack of evidence here. And then if good  
11 cause is shown, then the Court has to balance the competing  
12 interests of the parties weighing the relevance and necessity  
13 of the information with the burden. Here, the only party that  
14 has, has appeared before this Court in response who is a  
15 recipient, the Paddock debtor, has argued burden. The Court  
16 has heard the burden arguments before, but these arguments are  
17 not insignificant. And with respect to burden, to move it to  
18 the Committee's interests, part of what the Committee will need  
19 to do as well as the FCR, if this discovery takes place, is  
20 also to spend the time to go through each of those files to  
21 pull the information to be in a position to respond to or  
22 address any allegations that the debtor is going to make based  
23 on that information.

24           With respect to Rule 2004 examinations, they're also  
25 supposed to not be used to annoy, embarrass, or oppress the

1 party being examined. Here, our contention is that the  
2 examination is being conducted to embarrass and oppress the  
3 Claimant Representatives and the attorneys for those Claimant  
4 Representatives and that that's an improper purpose for this  
5 discovery.

6 Moving then to Rule 26. Your Honor, again, the  
7 debtors do not need this Court's authority. As I mentioned in  
8 response to a similar motion before Judge Beyer, the court said  
9 that it was not prepared to enter a order under 2004, but that  
10 the party should, the debtor should exercise its discovery  
11 rights under Rule 26.

12 And then with respect to the unduly burdensome nature,  
13 again what we have here is a settlement. And so the question  
14 is what possible justification can the debtor, who has agreed  
15 to this settlement, have in attempting to obtain this  
16 information? And what I heard a little bit was -- and, and saw  
17 this in the response -- is that the debtor has to be in a  
18 position to respond to potential theories that the Committee  
19 may argue here, but the Committee hasn't argued anything yet  
20 here unlike in the Bestwall case, for example, where the  
21 Committee had filed a motion seeking a determination that the  
22 court ought to make a decision about the methodology that would  
23 be used in estimation at the early stages. There, the court  
24 denied that motion without prejudice.

25 With respect to the DBMP case, the Court will recall

1 that there was a motion by the Committee to take the estimation  
2 in sequence and to conduct a settlement methodology estimation  
3 first and then if that did not result in assisting the parties,  
4 to then open up estimation to other theories that the debtor  
5 might want to proceed with. There is no record of any of that  
6 in this case.

7           So there is no basis for the debtor to obtain the  
8 discovery based on the assumption of the theory that the  
9 Committee might use in estimating claims.

10           With respect to the disproportionate nature of the  
11 discovery in this case, the debtor has said, "Well, it's only  
12 20 percent. It's 19 trusts, plus it's Paddock." The Court's  
13 going to hear the motion to quash later this afternoon, but if  
14 that discovery is allowed it will also then include Bestwall.  
15 It will include DBMP, at a minimum.

16           So when you look at the volume of information where,  
17 again what this is moving closer to is an absolute relitigation  
18 of every single case that the debtor has ever settled in its  
19 entire history and that point is also important. The debtor  
20 has made no proposal of sampling, none at all. The debtor has  
21 made the same proposal with respect to anonymization that was  
22 made in DBMP. We, as the Court may guess, like the Committee  
23 in DBMP, contest that the debtors' anonymization protocol  
24 satisfies what the district court in Delaware had ordered, but  
25 the debtor has proposed some anonymization, but absolutely no

1 sampling.

2           And with respect to the justification that's now been  
3 made with respect to, "Well, the Verus trusts are," you know,  
4 "have some very large trusts and, therefore, there may be  
5 overlap," that argument, then, would suggest maybe that the  
6 Delaware Claims Facility trusts shouldn't be part of this or  
7 there should be some control over the volume of the discovery  
8 over the breadth of what we are talking about and we are going  
9 to be presenting to the Court in connection with estimation.

10           The debtor is looking to compile personal and private  
11 information for 12,000 people from 20 different sources into  
12 one single location and that is the concern with  
13 confidentiality. It's aggregation of the data and you heard  
14 the debtor argue, "Well, data breaches, the, the information's  
15 already there. It's already subject. There's no reason to  
16 believe that, that, that Bates White is any more subject to a  
17 data breach than Verus." But what, what the debtor is now  
18 doing is compiling all of that information, if their motion is  
19 permitted, into one place.

20           And we know that data breaches happen. We know cyber  
21 attacks happen. It's in the news all the time and it's  
22 happened to major entities. It's happened to the Federal  
23 Government. It's happened to Equifax. It happened to eBay,  
24 Capital One, Dropbox, Facebook. Those data breaches are  
25 significant and the Court will recall it was a major concern of



1 the Committee early in the case in connection with the approval  
2 of Bates White when Bates White sought to cap its potential  
3 liability in that circumstance.

4           We are very concerned about the aggregation, No. 1,  
5 because of data breach and, No. 2, because, as the Court knows  
6 and has heard this theme many times, there is a concern about  
7 the potential that the information could be subject to a motion  
8 seeking to disclose it, similar to the motion that was filed by  
9 Legal Newsline in the Garlock case and that aggregated  
10 information increases the risk to a vulnerable population with  
11 every single additional piece of information that is compiled  
12 and consolidated.

13           So with respect to our arguments, to summarize, your  
14 Honor, the motion does not state grounds for the requested  
15 relief. The motion does not provide evidence in support of its  
16 motion. It does not argue that the Court's approval is  
17 necessary to issue a subpoena. In fact, the subpoenas ought to  
18 be just served by the debtor.

19           With respect to good cause, there is none because,  
20 again, there is a lack of evidence and relying on what has  
21 happened in other cases for an evidentiary basis in this case,  
22 we contend, is improper.

23           And with respect to limiting the scope of and  
24 proportionality that the, the debtor has not proved either  
25 proportionality or that the discovery is not unduly burdensome.

1 Thank you, your Honor.

2 THE COURT: Thank you.

3 All right. Ready to hear from Paddock. Whenever  
4 you're ready.

5 MS. QUARTAROLO: Good morning, your Honor. Amy  
6 Quartarolo of Latham & Watkins on behalf of Paddock  
7 Enterprises, debtor in separate proceeding pending in Delaware.  
8 I will endeavor not to reiterate or go over ground that  
9 Ms. Ramsey's already tread, but I would like to briefly address  
10 a few points that relate to Paddock more specifically.

11 First, I think it bears reiterating Paddock is  
12 differently situated. Paddock is not a trust.

13 THE COURT: Uh-huh (indicating an affirmative  
14 response).

15 MS. QUARTAROLO: Paddock is an Ohio-based entity and  
16 it is a debtor, again in its own pending chapter 11 case in  
17 Delaware. The Aldrich debtors' representation in their reply,  
18 which they had supplemented this morning, regarding the state  
19 of Paddock's case was not correct in the reply. Paddock does  
20 not have a confirmed plan at this time. Yes, we had our  
21 confirmation hearing last week. It was for that reason that we  
22 originally reached out upon the filing of the motion and asked  
23 the Aldrich debtors to please defer the hearing as to Paddock  
24 so that we could focus on our confirmation proceedings. They  
25 declined to do so and, and without any apparent urgency with

1 regard to the estimation proceedings in this case.

2           As your Honor knows, even once we receive a  
3 confirmation order in our case we, we will be focused on  
4 getting that affirmed by the district court and then on taking  
5 our own plan effective. Respectfully, I think it would be  
6 setting dangerous precedent to suggest that a debtor in one  
7 case should be permitted to serve discovery, which we contend  
8 is quite burdensome -- and I'll get to that in a minute -- on a  
9 completely independent debtor in the middle of that debtor's  
10 confirmation proceedings. It is for this reason that we asked  
11 the debtor to, to delay and separate Paddock from the rest of  
12 its motion and again, it declined to do so.

13           We heard just this morning that there's not even a  
14 schedule that's been agreed upon for the estimation proceeding.  
15 So it's unclear why this information is needed from Paddock and  
16 needed now. If there is an argument that Paddock has been  
17 operating by, as a trust, we hope that in a number of months we  
18 will be a trust and that there will be a trust that is  
19 operating under 5, Section 524(g) of the Bankruptcy Code to, to  
20 address the claims that were asserted against Paddock and, and  
21 that if, if it will be a trust in a matter of months and if  
22 there's no schedule in the estimation matter in this case, we  
23 see no reason why they couldn't be deferred and if there is to  
24 be a subpoena that is issued, that that subpoena should be  
25 issued to the trust once the trust is established.

1           We also don't think it's fair to say that Judge Beyer  
2 actually approved the subpoena that was issued in, in the other  
3 matter. That's, it's, it's really not the case. Paddock was  
4 not a party to that proceeding and did not appear. We  
5 obviously have read the transcript. But in that case, there  
6 was a subpoena that was issued, as is appropriate under the  
7 procedure. Paddock objected to the subpoena and we will work  
8 with, with counsel in that matter to, to address those issues  
9 and if they need to be brought to a court, they will be brought  
10 to the court that's required under the Rules and that's, you  
11 know, under Rule 45. As the Aldrich debtors concede in their  
12 reply, that's the court of compliance.

13           THE COURT: Was Paddock served in, with Judge Beyer's  
14 motion?

15           MS. QUARTAROLO: No.

16           THE COURT: You were left out of this and, and you're  
17 saying now that you're going back to Judge Silverstein  
18 afterwards, right?

19           MS. QUARTAROLO: Well, put it this way. After there  
20 was a hearing last week in the other matter, we did not receive  
21 outreach in regard to a subpoena that we had objected to.

22           So that, it just remains to unfold and we'll figure  
23 out --

24           THE COURT: Uh-huh (indicating an affirmative  
25 response).

1 MS. QUARTAROLO: -- if it needs to go before Judge  
2 Silverstein or it can be deferred --

3 THE COURT: Uh-huh (indicating an affirmative  
4 response).

5 MS. QUARTAROLO: -- or it needs to go to the Northern  
6 District of Ohio. But there's -- it -- it certainly, and our  
7 position respectfully, is not this Court.

8 THE COURT: Right.

9 And the request for a continuance as to Paddock, are  
10 you renewing that at this point?

11 MS. QUARTAROLO: Yes.

12 THE COURT: Okay, very good.

13 MS. QUARTAROLO: We would, we would request that, as  
14 we requested from the debtor directly, from the Aldrich debtor  
15 directly, that this Court defer any ruling with respect to the  
16 appropriateness of a subpoena related to Paddock's claims until  
17 a trust is established.

18 THE COURT And we don't really have a feel for when  
19 that would be.

20 Is there any opposition at this point to confirmation  
21 by either the U. S. Trustee or anyone else?

22 MS. QUARTAROLO: We did have an objection from the  
23 U. S. Trustee. We are hopeful that that has been resolved in  
24 terms of what happened at the confirmation hearing last week --

25 THE COURT: Uh-huh (indicating an affirmative

1 response) .

2 MS. QUARTAROLO: -- and that, again, we are hopeful  
3 that we are able to get our plan affirmed by the district court  
4 in short order and then to go effective shortly thereafter.  
5 And so that's why what we had requested and this, given that we  
6 are now ten days post our confirmation hearing and don't yet  
7 have a confirmation order entered, it might be slight, slightly  
8 optimistic to think that the end of June would be, you know,  
9 when, when there, we'll be up and running and, and going  
10 effective. But we're certainly, you know, hoping to move as  
11 quickly in that direction as possible.

12 THE COURT: The district court's being asked to, to  
13 approve the 524 injunction or --

14 MS. QUARTAROLO: Correct.

15 THE COURT: -- or are they passing over? In the last  
16 case I had, the parties wanted to, effectively, have the  
17 district court confirm the plan. It's been confirmed by a  
18 ruling by Judge Silverstein and then it's going to district  
19 court for a 524?

20 MS. QUARTAROLO: Yes, for affirmation.

21 THE COURT: Okay, very good.

22 MS. QUARTAROLO: Yes.

23 THE COURT: All right. Thank you.

24 MS. QUARTAROLO: And, and just briefly to touch on a  
25 few other points, to the extent the Court is, is not inclined

1 to, to defer the ruling, which we would --

2 THE COURT: Uh-huh (indicating an affirmative  
3 response).

4 MS. QUARTAROLO: -- respectfully request. As to  
5 confidentiality concerns, we do have confidentiality concerns  
6 that, that sort of go beyond, I think, what's been addressed  
7 this morning in terms of argument. There was some suggestion  
8 in discussions with the Aldrich debtors that they would be  
9 willing to remove some language in the proposed order about the  
10 notice being required, but I think that, that misses the point  
11 and doesn't necessarily solve for Paddock's concerns, which are  
12 that the production of information about claims that Paddock  
13 settled prepetition and that's really what they're seeking.  
14 Paddock may owe obligations to those claimants or to those  
15 counsel to maintain the confidentiality of that information and  
16 to not provide it.

17 So we, we cannot risk exposing Paddock to claims that  
18 it improperly disclosed information that it was contractually  
19 obligated not to disclose.

20 And finally, turning to the particular discovery  
21 sought, we heard from counsel this morning that this should be  
22 a simple exercise. Unfortunately, that's anything but from  
23 what I have inquired and learned. Yes, they, they expected  
24 this would be something where they're, you know, accessing a  
25 database and waving a magic wand, then, then you get an output.

1 That's not the case. They're seeking 13 separate categories of  
2 information, some of which we may have, some of which we may  
3 not, for 12,000 individuals. I think we heard this morning  
4 that maybe they would be willing to limit that, but it's still  
5 many thousand individuals and that's a burden and certainly a  
6 burden at this point in our case. And, and when you're  
7 assessing proportionality, I think the particular circumstances  
8 of the target of the discovery, here a debtor on --

9 THE COURT: Uh-huh (indicating an affirmative  
10 response).

11 MS. QUARTAROLO: -- you know, trying to achieve its  
12 own confirmation, really needs to be taken into account.

13 So with that, we would ask that the Court defer ruling  
14 as to any subpoena on Paddock until a trust is established and  
15 defer to the appropriate court under Rule 45 to address any  
16 issues with regard to a subpoena.

17 THE COURT: Okay, very good.

18 MS. QUARTAROLO: Thank you.

19 THE COURT: Anyone else before -- I don't think the  
20 FCR took a stand in this one.

21 MR. GUY: No comment your Honor.

22 THE COURT: Ready to have rebuttal, or do y'all need a  
23 break first? We normally break about 11:00, but if this is a  
24 better time, I, I'm open for it.

25 Ready to go?



1 MR. HIRST: I certainly don't and will try and be  
2 quite brief, your Honor.

3 THE COURT: Okay. Thank you.

4 MR. HIRST: Again, Morgan Hirst of Jones Day for the  
5 debtors. And again, it's nice to be here in person with your  
6 Honor.

7 I just want to address a couple of points, first from  
8 the Committee. Counsel kept referring to this case being  
9 different in some ways than the other case and they're  
10 certainly, each case is unique and we understand that, but the  
11 relevance and the importance of the discovery we're seeking is  
12 no different than it was in Garlock or Bestwall or DBMP and I  
13 think your Honor's aware of that. The, the case we will be  
14 presenting has many similarities which makes this information  
15 "relevant" and, and "necessary," I think is the words the  
16 courts have actually used in granting this discovery. The fact  
17 that we have a deal with the FCR, I don't know how that impacts  
18 anything about the relevance here. The Committee certainly  
19 hasn't agreed to that deal in any way, shape or form.

20 On the support motion or this idea that we have not  
21 properly supported our motion, this, to me, is maybe the most  
22 striking argument. It appears that the position is that in  
23 order to obtain discovery we need to put forward admissible  
24 evidence showing entitlement to that discovery and that's just  
25 not, that's not Rule 2004, that's not the Federal Rules, that's

1 not anything. That's essentially made up. We supported our  
2 motion with numerous cases that demonstrate we don't need to  
3 put forward admissible evidence. We put forward our bases for  
4 the discovery and why it is relevant and necessary here. On  
5 its own, I think Judge Hodges' ruling and his opinions -- and  
6 again, Judge Hodges' rulings and opinions, we know, will be  
7 debated from a substantive standpoint in this case for the  
8 foreseeable future -- but at the very least, I think Judge  
9 Hodges' opinions make clear that this information is at least  
10 relevant from a discoverability standpoint and that's what  
11 we're seeking here, discovery.

12           And so I, I don't understand the support notion. Our  
13 motion is well supported with the bases for why we need it. It  
14 satisfies both Rule 2004. It satisfies the Federal Rules.

15           As to the particular standards themselves -- oh. I  
16 guess one other thing on the, the difference notion, your  
17 Honor.

18           One of the criticism the Committee had was the timing  
19 of when we filed our motion for trust discovery versus  
20 estimation.

21           THE COURT: Uh-huh (indicating an affirmative  
22 response).

23           MR. HIRST: And I was looking with interest in Slide  
24 11 at the ACC's packet which shows the different timeline  
25 between Bestwall, DBMP, and Aldrich and Murray. What they

1 didn't include was Garlock and that's very intentional because  
2 our timeline is exactly the same as the timeline in Garlock.  
3 Estimation order was approved. Subsequent to the estimation  
4 order a trust discovery motion was filed and subsequent to that  
5 in Garlock, at least, the trust discovery motion was entered.  
6 We hope that timeline will follow suit here as well.

7           As to the standards, you know, I think relevance,  
8 burden, and proportionality are kind of the three touchstones  
9 whether you're talking about Rule 2004 or the Federal Rules of  
10 Civil Procedure. We think they're certainly all met here. I  
11 talked about relevance earlier. On the burden side -- and I  
12 guess I'll address the one party that's here who actually can  
13 speak to burden, which is Paddock -- while Paddock expressed a  
14 burden, we do know based on Paddock's own filings that they  
15 have a claims database. We believe that claims database has to  
16 be searchable in some ways. We are willing to work with them  
17 in any way, shape, or form to take the burden off of them. We  
18 are willing, as we said in our papers, to pay all reasonable  
19 costs of obtaining that information.

20           And so I -- I -- we just don't see the burden argument  
21 and usually when a subpoena recipient is objecting on burden,  
22 you actually do see evidence. That's the one place you do.  
23 You lay out where that burden is, what the hours are going to  
24 take to do it, what the costs are going to take. We didn't see  
25 any of that, your Honor. We really don't know other than their

1 exclamation that there is burden here what that burden is and  
2 we are willing to do everything in our power to eliminate that  
3 burden, both from a cost and time perspective, including having  
4 our own folks at Bates White get in there and essentially do  
5 the work for them, if they want.

6 Proportionality was one that the Committee, in  
7 particular, focused on and I found Slides 19 and 20 of their  
8 presentation to be interesting with regards to that. Slide 20  
9 is their disproportionate 11 trusts versus 19 trusts.

10 THE COURT: Uh-huh (indicating an affirmative  
11 response).

12 MR. HIRST: Again, we're seeking fields of  
13 information. We're not seeking a single document, your Honor.  
14 We're not seeking anybody to search e-mails. We're seeking 7  
15 fields of information from these 19 trusts. As Slide 19 shows,  
16 the settlement with the FCR renders us a \$545 million case. I  
17 know the Committee believes that number is much, much higher.  
18 In light of the, the dollars at stake in this case, I don't  
19 know how they, the ACC, can take the position that seeking 7  
20 fields of information from 19 trusts where we have explained  
21 the relevance of each of those trusts can be disproportionate  
22 to the needs of the case.

23 Lastly, just to address Paddock's continue,  
24 continuance request, keep in mind the time here, your Honor.  
25 We, we filed this motion in early April. It was originally set

1 for the April 28th omnibus. We agreed based on a request from  
2 the Committee to continue it till now. Also importantly, we  
3 have not issued a subpoena. Paddock's already under a subpoena  
4 from Bestwall for this same information. So the burden on  
5 Paddock has already existed via subpoena.

6 We haven't asked Paddock to do anything. We are here  
7 before your Honor asking for our trust discovery motion to be  
8 approved. We are more than willing to work with Paddock on  
9 timing of subpoena responses, the time they need to work on the  
10 subpoena. We are not trying to interfere with their case or  
11 burden them. We are simply trying to have our trust discovery  
12 motion approved so then we can take the next steps. And we  
13 understand we may have to be talking about this again in front  
14 of another court, certainly as it relates to Paddock, and these  
15 issues will be brought up.

16 But there's no reason to delay your Honor's ruling  
17 today to let us, at least, have the tools to go forward and  
18 hopefully, work with Paddock to reach an agreement, to  
19 eliminate the burden, to address their confidentiality issues.

20 So with that, your Honor, absent any questions from  
21 your Honor, that's all I have.

22 THE COURT: That got it?

23 MR. HIRST: Thank you.

24 THE COURT: Anything else?

25 MS. RAMSEY: Three points, your Honor, in rebuttal? I

1 can do them very quickly.

2 THE COURT: Okay.

3 MS. RAMSEY: With respect to Slide 11 and the trust  
4 discovery that was conducted in the Garlock case, while it is  
5 correct that there, there was a motion that was approved by the  
6 court, that motion was approved under Rule 26. It was not a  
7 2004. So it is consistent, we believe, with the argument that  
8 we are making here that Rule 26 is in place.

9 With respect to the 7 fields of information and  
10 whether that is both burdensome or disproportionate to the  
11 needs of the case, those 7 fields are going to be multiplied by  
12 at least 19, in addition to the 2 before your Honor. That is  
13 an extraordinary amount of information on these claimants.

14 And then just to sum up, your Honor, it is our  
15 contention that the motion should be denied, that the unique  
16 circumstances of this case are different from the other cases  
17 here, and that in that there is this settlement which values  
18 the future claim between the debtor and the FCR which no one  
19 has said is now no longer the deal now that we're in  
20 estimation. And, No. 2, there is no evidence in front of the  
21 Court that supports the relevance of the information requested.

22 And then to the extent that your Honor denies that  
23 and, and is inclined to permit the debtor to proceed, we would  
24 ask that the Court deny the motion for the reason that the  
25 debtor should simply serve the discovery under the contested

1 matter.

2 Thank you.

3 THE COURT: Okay, very good.

4 Anyone else?

5 (No response)

6 THE COURT: In terms of planning for what we are doing  
7 today on the contested, on the consolidated matter, were the  
8 parties anticipating that we would take a break and just start  
9 up with that as soon as we finish with this or were you --  
10 someone said something about this afternoon. Are we breaking  
11 this in, in two pieces?

12 MR. ERENS: Your Honor, we weren't sure how long this  
13 portion of the hearing would go. I think it went a little  
14 faster than people expected. We figured maybe it would go to  
15 more like 11:30 and then we'd break for an early lunch, but  
16 it's only --

17 THE COURT: 10:30.

18 MR. ERENS: -- 10:40 or so.

19 THE COURT: Uh-huh (indicating an affirmative  
20 response).

21 MR. ERENS: So I don't know if you want to rule on  
22 this or rule on both motions or, I guess, three motions at the  
23 end of the day.

24 THE COURT: That's a question and the question is do I  
25 want to take a recess now and, and our morning break and then

1 come back and give you a ruling. And then the question is do  
2 we go into the second matter. I see Mr. Cassada in the back of  
3 the room saying, yes.

4 Other parties?

5 I just wanted to know if you had an arrangement as to  
6 how this was to be approached.

7 MR. EVERT: Yeah. We're going to take a break.

8 MS. RAMSEY: We -- we don't -- Natalie Ramsey, your  
9 Honor.

10 We, we didn't really have an arrangement, but we had  
11 talked a little bit about the timing that the next motion might  
12 take and we expect that that will also go fairly quickly.

13 And so if we're talking about trying to do it in the  
14 morning or breaking and doing it in the afternoon, I think that  
15 the consensus of the people here would be to go ahead and have  
16 the argument, your Honor.

17 THE COURT: We had an inquiry yesterday from the  
18 Bestwall folks that some of the attorneys wanted to appear  
19 telephonically and I, we will need to take a break to, to let  
20 y'all know to have those folks call in.

21 Let's take about a ten-minute recess. I'll give you a  
22 ruling on this, then we will stand down again long enough to  
23 get them on the line and then we'll pick up with the second set  
24 of hearings, so.

25 (Recess from 10:39 a.m., until 10:52 a.m.)



1 AFTER RECESS

2 (Call to Order of the Court)

3 THE COURT: Have a seat, everyone.

4 I'm not going to bore you or put you through reading  
5 back through detailed remarks with regard to the current motion  
6 because I generally agree with the debtor here and I believe  
7 that, particularly, the response brief for the reasons stated  
8 in that and as announced in the DBMP matter. I think, for the  
9 most part, the motion should be granted. Couple of *caveats*  
10 with that, though.

11 The first is the Paddock time needs. I think since it  
12 was already argued it, it doesn't make much sense to continue  
13 as to Paddock and then have y'all come back and argue  
14 everything again. So I'd like to avoid that burden. I wish I  
15 had, even if the debtor was not willing to agree to a  
16 continuance, we could have considered a motion to continue had  
17 I known about it, but I didn't.

18 So the bottom line is that I'm sympathetic to the  
19 needs of that case and I am sensitive also not to try to  
20 override Judge Silverstein and what she's doing to manage the  
21 Paddock bankruptcy case. It's what they -- the old expression  
22 is "You've gone from preaching into meddling" when you start  
23 doing that sort of thing. We all have our bit to play in all,  
24 in these dramas. My belief is that if the debtor will hold off  
25 and not serve the subpoena on Paddock until June 30th, that

1 should give sufficient time.

2           The second *caveat*, though, is what happens afterwards  
3 there. From my chair under the facts presented -- and I think  
4 the facts are important -- as you know, there's a split of  
5 authority as to whether or not you have, whether discovery may  
6 be obtained from a debtor without violating the bankruptcy  
7 stay. For my own part, I believe that the law is it depends.  
8 It depends what you're doing, how close it is to the claims  
9 against the debtor. It depends on the needs of the bankruptcy  
10 case. I think the most prudent practice is to seek relief from  
11 stay before you do it just in case you run into a judge that  
12 has an opinion that the stay applies and stops all discovery.  
13 I don't feel that strongly about it, myself. I believe you can  
14 raise it either way.

15           But I don't know what the, the Delaware court thinks.  
16 I looked a little bit to see what the rulings were up there as  
17 to where they got in on the two-sided debate as to whether the  
18 automatic stay prevents or not. I also don't know how they  
19 feel about the Barton doctrine application in this context.

20           So from my vantage point on the facts presented it's  
21 okay with me to serve these subpoenas, but I am not going to  
22 try in any way to influence what Judge Silverstein thinks about  
23 that. You may have to have this same fight up in Delaware  
24 afterwards and if they decide to file a stay violation motion  
25 against you or whatever, then you're going to have to live with

1 it if you want this discovery. There's just a limit to what we  
2 do and at the next NCBJ Committee meeting where I sit on the  
3 committee with Judge Silverstein I don't want to hear her  
4 telling me that I was messing in her affairs.

5 So that's the ruling. Otherwise, the debtors' motion  
6 is granted with those *caveats* and with that extension of time  
7 on the service.

8 So if you'll draw an order consistent with your brief  
9 as modified by those remarks.

10 MR. ERENS: We, we will do so, your Honor.

11 Again, on the point you raised, we will not be  
12 authorized to serve the subpoena until June 30th. And again,  
13 as counsel for Paddock indicated, we did promise them that we  
14 would not require them to notice claimants.

15 So we will take that out of the order. I think that's  
16 in Paragraph 9 as well. But those are the only two changes.  
17 And we'll try to upload the order as soon as we can.

18 THE COURT: All right, very good.

19 MR. ERENS: Thank you.

20 THE COURT: Okay. We will take another recess. Tell  
21 me how much time you think you need to get organized and ready  
22 to go with the, the consolidated hearings.

23 MR. GORDON: Your Honor, Greg Gordon.

24 I, I don't think we need any time if you're ready.

25 We've already notified people to the --

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CERTIFICATE

I, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

/s/ Janice Russell

May 30, 2022

Janice Russell, Transcriber

Date

# EXHIBIT G

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

<p>In re</p> <p>ALDRICH PUMP LLC, <i>et al.</i>,<sup>1</sup></p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 20-30608 (JCW)</p> <p>(Jointly Administered)</p>
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**MOTION OF THE DEBTORS FOR AN ORDER  
AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS  
ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby move the Court for the entry of an order authorizing the Debtors to issue subpoenas on (i) the Manville Personal Injury Settlement Trust (the "Manville Trust"); (ii) the Delaware Claims Processing Facility ("DCPF") with respect to the ten asbestos personal injury trusts for which it processes claims (the "DCPF Trusts"); (iii) Verus Claims Services, LLC ("Verus")<sup>2</sup> with respect to 8 asbestos personal injury trusts for which it processes claims (the "Verus Trusts" and, collectively with the Manville Trust and the DCPF Trusts, the "Trusts"); and (iv) Paddock Enterprises, LLC ("Paddock" and, collectively with the Manville Trust, DCPF, and Verus, the "Producing Parties") requesting production of limited data concerning approximately 12,000 individuals whose mesothelioma claims the

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

<sup>2</sup> To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term "Verus" shall include such entity.

Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020 (collectively, the "Claimants").

### **Preliminary Statement**

The Debtors' goal in these cases is to establish a trust under section 524(g) of the Bankruptcy Code to fairly and efficiently resolve present and future asbestos claims against them. To date, the Debtors have made substantial progress towards that goal, having reached a settlement with the Future Claimants' Representative (the "FCR")—the fiduciary representative for the largest claimant constituency in these cases—on a plan and section 524(g) trust funded in the amount of \$545 million. If approved, both present and future claimants will have access to a streamlined process for equitable compensation without further delay.

To achieve this result and, in the absence of agreement with the Official Committee of Asbestos Personal Injury Claimants (the "ACC"), the Debtors sought and obtained Court approval of a process to estimate their asbestos liabilities, which will inform the merits of the settlement reached and the plan proposed by the Debtors and the FCR. Although no order has yet been entered, the Court approved an estimation process. To arrive at a reasonable estimate of the Debtors' liabilities, however, the parties will require certain information beyond that available in the Debtors' claims database. Some of that information will be provided by the bar date and personal injury questionnaire process already approved by the Court. But that information, in and of itself, will not be sufficient, as it provides little to no information on claimants with respect to the Debtors' settlement history.

Based on positions taken in other asbestos bankruptcies, the Debtors expect that the ACC will argue that historical settlements are an accurate and appropriate guide to measure the Debtors' liability for current and future claims. Judge Hodges explicitly rejected that position in

In re Garlock Sealing Techs., LLC, 504 B.R. 71 (Bankr. W.D.N.C. 2014), where he found that Garlock's "settlement history data [did] not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94. As further described in the Informational Brief (as defined below) filed at the outset of these cases, the Debtors were involved in some of the same cases where Judge Hodges found that the settlement history was tainted due to claimants' failure to disclose alternative asbestos exposures.

At present, essentially the only trust information available to the Debtors derives from the public record of the Garlock estimation proceeding, which only includes trust claim information from a limited number of trusts for claims asserted against Garlock more than ten years ago. While, from this limited information, the Debtors have identified instances where they were co-defendants with Garlock and claimants failed to disclose alternate exposures during their tort cases, the Garlock data provides no information in regard to the extent to which claimants' lack of disclosure continued in the decade (or more) that post-dates the Garlock data.

Through this Motion, the Debtors seek authority to conduct limited discovery to both properly assess the usefulness of the Debtors' settlement history in valuing their asbestos liabilities and to inform the Debtors and their experts as to the full breadth of claims made by claimants with whom the Debtors settled in the tort system. The Debtors seek discrete data from asbestos trusts established to pay the liabilities of the historically prominent defendants in asbestos litigation. Similarly, the Debtors seek substantially the same data from Paddock,<sup>3</sup> as

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<sup>3</sup> Paddock is the successor-by-merger to Owens-Illinois, Inc., and, prior to filing for bankruptcy in 2020, was subject to claims alleging exposure to asbestos contained in products manufactured under the "Kaylo" brand. See *Declaration of David J. Gordon, President and Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day Pleadings, In re Paddock Enterprises, LLC*, No. 20-10028 (Bankr. D. Del. Jan. 6, 2020) [Dkt. 2] (the "Gordon Decl."), ¶ 7 (attached as Exhibit B). For purposes of this Motion, where appropriate, the term "Paddock" may refer to Paddock and/or its predecessor, Owens-Illinois, Inc.



Paddock resolved asbestos claims largely outside of the tort system, much like a bankruptcy trust.<sup>4</sup> The data requests, themselves, are narrowly tailored to identify whether and the extent to which claimants settled with the Debtors without disclosing claims against and recoveries (actual or potential) from the Trusts or Paddock. This information is not only important to an estimate of the Debtors' asbestos liability, it is relevant to other purposes in these cases, including potential estimates of other recoveries received by creditors and the formulation and assessment of trust distribution procedures established to compensate claimants.

The Debtors have specifically tailored their request to be consistent with relief recently granted by this Court in DBMP. Indeed, the Debtors seek the same type of data from the Producing Parties, subject to the same anonymization, notice, and confidentiality requirements and the strict access and use restrictions approved in that case. The Debtors do seek data from a few additional sources than those identified in DBMP, but this is a function of the nature of the Debtors' products and is directly supported by the benefits that will be derived in these cases from access to that additional information.

For the forgoing reasons and others set forth herein, the requested discovery is necessary and appropriate and should be approved.

### **Jurisdiction**

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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<sup>4</sup> See id. at ¶ 10.

## Background

2. On June 18, 2020, the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these cases can be found in the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. 27] and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Dkt. 29] (the "Tananbaum Declaration"), which declarations were filed on the petition date. On the petition date, the Debtors also filed the *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 5] (the "Informational Brief") to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these chapter 11 cases.

4. On December 14, 2020, the Debtors and the FCR filed a joint motion to (a) establish a bar date for certain asbestos personal injury claims asserted against either Debtor or its predecessors prior to the petition date and (b) approve a personal injury questionnaire to be submitted by those claimants who file a proof of claim [Dkt. 471].

5. On September 24, 2021, after several months of negotiations, the Debtors, their non-debtor affiliates Trane Technologies Company LLC and Trane U.S. Inc., and the FCR reached agreement on a Settlement Term Sheet and *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 832]. The proposed plan contemplates the establishment of a trust to resolve current and future asbestos claims that would be funded by an

"Initial Cash Funding" of \$540 million and a \$5 million promissory note. See Settlement Term Sheet at 2-6.

6. Also on September 24, 2021, the Debtors filed a motion [Dkt. 833], seeking a limited estimation proceeding with respect to certain asbestos-related claims based on disease manifesting before the petition date.

7. At a hearing held on January 27, 2022, the Court issued rulings: (a) to establish a bar date for mesothelioma claims asserted prior to the petition date; (b) requiring claimants who file a proof of claim on account of such claims to complete a personal injury questionnaire; and (c) approving a proceeding to estimate the Debtors' aggregate liability for current and future asbestos-related claims.

8. On April 4, 2022, the Court entered the *Order (I) Establishing a Bar Date for Certain Known Mesothelioma Claims, (II) Approving Proof of Claim Form, (III) Approving Notice to Claimants, and (IV) Granting Related Relief* [Dkt. 1093]. The Debtors, the ACC, and the FCR continue to negotiate forms of orders with respect to approval of the personal injury questionnaire and the estimation proceeding and, ultimately, will need to negotiate a case management order for the estimation proceeding. Accordingly, as of the date hereof, the Court has not entered orders granting relief with respect to such matters.

#### **The Debtors' Experience in the Tort System Prior to These Chapter 11 Cases**<sup>5</sup>

9. As explained in greater detail in the Debtors' first day filings, the Debtors never mined or used asbestos to manufacture products. Informational Br. at 1. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing

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<sup>5</sup> When discussing historical matters preceding the 2020 corporate restructuring that formed Aldrich and Murray, the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

components manufactured and designed by third parties. Id. Asbestos-related claims brought against Aldrich typically related to alleged exposure to asbestos from sealing products (*i.e.*, gaskets and some packing) incorporated into Aldrich pumps and compressors. Id. at 1, 9. Generally, the asbestos used in such sealing product components was the chrysotile form of asbestos—a form of asbestos widely recognized as far less likely than other forms of asbestos (such as amphibole asbestos) to cause mesothelioma—and was encapsulated, which significantly reduced potential exposure to the asbestos fibers. Id. at 2-3, 9-10, 14-16. Aldrich largely eliminated the use of asbestos-containing components by the mid-1980s. Id. at 11.

10. Asbestos-related claims brought against Murray typically related to climate control, or HVAC equipment, and some boiler equipment. Id. at 3, 11-12. As with Aldrich, these claims largely concerned gaskets incorporated into Murray equipment. Id. In addition, a limited number of claims were asserted against Murray on account of boilers manufactured in the 1950s and earlier, which were jacketed externally with asbestos-containing products. Id. at 3, 12. Murray also largely eliminated asbestos-containing components from Murray equipment by the mid-1980s. Id.

11. The Debtors were served with their first asbestos complaints in the 1980s. Id. at 17. Until the early 2000s, the Debtors were not material asbestos defendants. Id. Together, Aldrich and Murray paid less than \$4 million to settle mesothelioma claims in the tort system from the mid-1980s through 2000. Id. at 4, 18. The primary payors of mesothelioma claims were instead the miners, sellers, and manufacturers of asbestos and asbestos-containing products, particularly the "big dusty" thermal insulation manufacturers, who, collectively, were paying hundreds of millions—if not billions—of dollars annually to resolve mesothelioma and other asbestos claims in the tort system. Id. at 4, 17-18. As these "big dusty" targets for asbestos

plaintiffs filed for bankruptcy protection and exited the tort system primarily in the early 2000s (the so-called "Bankruptcy Wave"), the Debtors experienced an immediate and permanent spike in their defense and indemnity costs. Id. at 18-20. Mesothelioma claims were by far the largest driver of these increased costs. Id. at 19. Over the four years before the petition date, the Debtors annually were paying to resolve mesothelioma claims 15 times what they paid to resolve such claims during the entire 15-year period prior to the Bankruptcy Wave. Id. at 20.

12. By the late 2000s, over 2,500 mesothelioma claims were being asserted against the Debtors annually. Id. at 5, 19. In 2019, Aldrich was pursued in roughly 80% and Murray was pursued in almost 60% of all mesothelioma claims estimated to have been brought in the tort system in the United States. Id. at 19. Given the nature of the Debtors' products and the thousands of other asbestos-containing products that were in the market, this extensive naming of the Debtors in mesothelioma claims is unsupportable. Id. at 5-7, 19, 32. The Debtors' records currently reflect in excess of 65,000<sup>6</sup> asbestos-related claims as pending against them.

13. The Debtors believe that the explosion of the asbestos litigation against them was attributable, in substantial part, to the absence in the tort system of alternative defendants much more likely to have caused plaintiffs' diseases,<sup>7</sup> and litigation practices that had evolved as a result of the absence of those defendants. See id. at 17-20. These litigation practices included,

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<sup>6</sup> On the petition date, the Debtors' records reflected a total of approximately 100,000 claims pending against them on various dockets in courts across the country. See Tananbaum Decl. ¶¶ 20, 42; Informational Br. at 3. Since that time, however, the Debtors have updated their claims database to reflect a large number of prepetition dismissals that were not yet posted in the Debtors' claims database at the time of the petition date. On April 4, 2022, the Debtors amended their schedules of assets and liabilities and statements of financial affairs to, among other things, reflect these changes in the Debtors' claims database. See Murray Dkts. 60 and 61; Aldrich Dkts. 1096 and 1097.

<sup>7</sup> Plaintiffs asserting exposure to the Debtors' products on U.S. Navy ships, in industrial facilities, or in other commercial buildings were almost certainly exposed to a variety of alternative asbestos products. Informational Br. at 17. In light of the low potency of chrysotile and the minimal exposure risk attributable to gaskets and packing, it is much more likely that exposure to other potent, friable asbestos products was the cause of mesothelioma or other asbestos-related disease. Id.

among other things, the naming of the Debtors as defendants without a sufficient basis to do so and—of particular relevance to this Motion—a lack of transparency and disclosure of claimants' exposure to asbestos products of companies not participating in the tort system litigation. *Id.* at 20. The Debtors provide examples in the Informational Brief of cases where the Debtors have been subject to such practices. *See id.* at 20-29.

### **Relief Requested**

14. By this Motion, the Debtors seek the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), authorizing the Debtors to issue subpoenas on the Producing Parties requesting the information described below with respect to the approximately 12,000<sup>8</sup> Claimants.

15. The Debtors seek the following categories of information from the Trusts:

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

16. In addition to the Manville Trust, the Debtors seek authority to issue the subpoenas seeking the information described above from DCPF and Verus with respect to the DCPF Trusts and Verus Trusts listed below.<sup>9</sup>

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<sup>8</sup> Because Owens-Illinois, Inc. stopped manufacturing asbestos-containing products in 1958, data for only a subset of the approximately 12,000 Claimants will be needed from Paddock, as many of the Claimants were unlikely to be exposed to asbestos prior to 1958.

<sup>9</sup> By this Motion, the Debtors also seek authority to issue subpoenas directly to the Trusts themselves, in the event DCPF or Verus asserts that such subpoenas are necessary to secure production. The Debtors reserve

- a. DCPF Trusts:
  - i. Armstrong World Industries Asbestos Personal Injury Settlement Trust
  - ii. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
  - iii. Celotex Asbestos Settlement Trust
  - iv. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
  - v. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
  - vi. Flintkote Asbestos Trust
  - vii. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
  - viii. Pittsburgh Corning Corporation Asbestos PI Trust
  - ix. United States Gypsum Asbestos Personal Injury Settlement Trust
  - x. WRG Asbestos PI Trust
  
- b. Verus Trusts:
  - i. ACandS Asbestos Settlement Trust
  - ii. Combustion Engineering 524(g) Asbestos PI Trust
  - iii. G-I Holdings Inc. Asbestos Personal Injury Settlement Trust
  - iv. GST Settlement Facility
  - v. Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
  - vi. Quigley Company, Inc. Asbestos PI Trust
  - vii. T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
  - viii. Yarway Asbestos Personal Injury Trust

17. The Debtors seek essentially the same information from Paddock:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed or otherwise asserted;
- c. Jurisdiction and state of filing (if applicable);
- d. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- e. Date claim resolved, if resolved;
- f. Date claim paid, if paid; and
- g. All exposure-related fields, including:
  - i. Date(s) exposure(s) began;

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all rights to seek further discovery from other claims processing facilities, trusts, and other parties to the extent it becomes necessary and relevant in these cases.

- ii. Date(s) exposure(s) ended;
- iii. Manner of exposure;
- iv. Occupation and industry when exposed; and
- v. Products to which exposed.

18. The production of the data will be subject to the anonymization, notice, and confidentiality requirements, and strict access and use restrictions, set forth in the Proposed Order—substantially identical to those approved by the Court in DBMP.

### Argument

#### **A. The Requested Discovery Is Relevant to Estimation of the Debtors' Asbestos Liabilities and Effectuation of a Successful Plan and Is Appropriate and Necessary Under the Circumstances.**

##### *The Nature of the Discovery Sought is Relevant and Appropriate*

19. The process of valuing the Debtors' present and future asbestos liabilities will be the cornerstone of these cases. And, whether in an estimation proceeding or confirming a plan, the Debtors will need to demonstrate to their constituencies and to this Court why the values proposed to fund a trust and compensate creditors are credible.

20. Based on arguments made in prior cases by similar constituencies, the Debtors anticipate asbestos claimants' representatives and experts to argue that the Debtors' settlement history is the only appropriate metric for estimating their present and future liabilities. The Debtors, however, contend that their prepetition settlement history is an improper basis upon which to estimate their aggregate liability for present and future asbestos claims.<sup>10</sup> This is exactly the conclusion reached by the court in Garlock. Indeed, the Garlock court found that

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<sup>10</sup> See S. Elizabeth Gibson, Fed. Judicial Ctr., Judicial Management of Mass Tort Bankruptcy Cases at 97 (2005) (noting that if past settlements are proffered at estimation, debtor "should have the opportunity prior to a judicial estimation to establish the invalidity of past settlement values as a basis for valuing present and future claims"). Any attempt to equate settlements with expected liability also would violate the prohibition in Federal Rule of Evidence 408 on using settlements to "prove or disprove the validity or amount of a disputed claim."



"[t]he withholding of exposure evidence by plaintiffs and their lawyers was significant and had the effect of unfairly inflating the recoveries against Garlock . . . ." In re Garlock Sealing Techs. LLC, 504 B.R. 71, 86 (Bankr. W.D.N.C. 2014). The court further determined that "the practice was sufficiently widespread to render Garlock's settlements unreliable as a predictor of its true liability." Id. at 87. As a consequence of these and other factors, rather than value Garlock's present and future liabilities based upon past settlements, the court concluded that "[t]he best evidence of Garlock's aggregate responsibility [was] the projection of its legal liability that takes into consideration causation, limited exposure and the contribution of exposures to other products." Id. at 73.

21. In reaching its conclusions, the Garlock court relied heavily on information obtained from section 524(g) trusts. The Court determined that the claimants' failure to disclose exposure evidence impacted the debtor's historical claims resolutions, and that lack of disclosure is a material consideration when one is evaluating whether a debtor's settlement history could provide a reliable basis upon which to estimate that debtor's asbestos liability.

22. In Garlock, the court ordered certain trusts and trust sub-funds then handled by DCPF to produce data concerning claims made by approximately 11,000 mesothelioma claimants who had settled with Garlock between 1999 and 2010. See Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. Aug. 7, 2012) [Dkt. 2430] (attached as Exhibit C). The court ultimately relied on the data obtained through the trust discovery in finding the "startling pattern of misrepresentation" in cases Garlock had resolved before its petition. In re

Garlock Sealing Techs., 504 B.R. at 86. In part for this reason, the court rejected the claimant experts' reliance on Garlock's past settlements, concluding that the "settlement history data does not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94. These findings were not based solely on evidence from 15 of Garlock's most significant cases where the court granted wide-ranging discovery, which revealed that "exposure evidence was withheld in *each and every one of them.*" Id. at 84 (emphasis in original). The court also used the data from the trust discovery to find that, in hundreds of Garlock's cases, "the plaintiff's discovery responses conflicted with one of the Trust claim processing facilities or balloting in bankruptcy cases." Id. at 85-86. Based on this and other evidence, the court concluded "[i]t appears certain that more extensive discovery would show more extensive abuse." Id. at 86.

23. More recently in this jurisdiction, Judge Beyer in Bestwall and this Court in DBMP also have approved requests for trust discovery in those cases. See Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C. Feb. 17, 2022) [Dkt. 1340] (the "DBMP Order") (attached as Exhibit D); Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C. Mar. 24, 2021) [Dkt. 1672] (attached as Exhibit E). Judge Beyer ordered trust discovery after finding that the trust data were relevant to various purposes in the case, including "the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the debtor's asbestos liability," and "Dr. Bates' estimation of the debtor's liability." Transcript of Mar. 4, 2021 Hearing at 13, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C.) [Dkt. 1647] (excerpts attached as Exhibit F). Likewise, Judge Beyer

found that the trust data "will assist the debtor in developing its trust distribution procedures and evaluating those procedures proposed by the ACC and the FCR in their plan." Id.

24. In its ruling approving trust discovery in DBMP, this Court concluded, "I think it's relevant. Other courts have found that. . . . I think we've got information that is necessary and relevant to an estimation here." Transcript of Dec. 16, 2021 Hearing at 133, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C.) [Dkt. 1260] (excerpts attached as Exhibit G).<sup>11</sup> The Court expressly noted that "the fact that Judge Hodges relied on this heavily in his estimation decision, I think, accentuates both the relevance and the need for the information." Id. at 134. And, the DBMP Order specifically provides that the requested discovery seeks evidence that is "relevant and necessary" not only to estimation of the debtor's liability, but also to the effectuation of a plan:

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor's liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor's asbestos liability; the estimation of the Debtor's asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization . . . .

DBMP Order, ¶ 3.

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<sup>11</sup> The Court further adopted Judge Beyer's ruling in Bestwall, subject to modifications to address certain privacy and similar concerns in response to rulings made by the District Court for the District of Delaware in connection with efforts to quash or modify the Bestwall trust discovery in that court:

I agree with Bestwall on this, as modified. I think we've got to bear in mind what Judge Connolly has done. So I'm inclined to grant this motion without the PII, effectively allowing the proposed keying with the, the relevant [information] so that it can be matched up when it comes back to the debtor, but anonymized when it's produced. . . . Basically, I'm adopting Judge Beyer's original ruling, but modified for the requirements that the district court has. . . . [E]ffectively, on the things other than the technical issues I'm foursquare with Judge Beyer on this.

Id. at 133-34.

25. The information requested is plainly relevant and necessary in these cases for the same reasons as in Bestwall and DBMP. These cases are moving towards an estimation hearing that will require the Court to determine whether the Debtors' prepetition settlements provide a reliable basis for estimating their aggregate liability. And, the Debtors have filed a plan for which trust distribution procedures must be formulated. Ultimately, any plan and trust distribution procedures must be approved by the Debtors' constituencies and the Court. The information that will be obtained through the requested discovery will be material to each of these efforts.

26. The "relevance and the need for the information" found by the Court in DBMP in light of the Garlock ruling is even more applicable in these cases given the significant overlap between the Debtors' asbestos litigation history and Garlock's. The majority of asbestos claims against the Debtors concern products (i.e., gaskets) similar to those at issue in Garlock—indeed, Garlock was a substantial supplier of gaskets to the Debtors. See Informational Br. at 25-26. In fact, over three quarters of the mesothelioma claims filed against the Debtors in the decade prior to Garlock's petition date also were filed against Garlock. Id. at 22. And, 90% of the dollars associated with mesothelioma claims resolved by the Debtors during that same time period relate to claims that also were filed against Garlock. Moreover, as described in detail in the Informational Brief, based on the public record of the Garlock estimation proceeding, the Debtors already have identified examples where claimants failed to disclose to either Garlock or the Debtors alternative exposures during their tort cases. See id. at 23-29.

***The Additional Sources of Information Beyond Those Requested in DBMP Are Appropriate as to These Debtors***

Verus Trusts

27. The trust established in Garlock (the GST Settlement Facility) is managed by Verus. Verus also serves as the claims processing facility for a number of other large asbestos bankruptcy trusts, many of which have a history of substantial claiming and products, like the Debtors, used in industrial and commercial settings. For reasons specific to these Debtors, the Debtors seek the relevant data from the GST Settlement Facility and seven other of the 20 asbestos bankruptcy trusts whose claims are processed by Verus.

28. From the beginning of these cases, the Court has been informed of the similarities between the asbestos exposures alleged as to Aldrich and Murray and the products at issue in Garlock. Given those similarities, data from the GST Settlement Facility is particularly relevant to estimation of the Debtors' liabilities. Likewise, this information will be of tremendous use in regard to confirmation of any plan and associated trust distribution procedures. In light of the heightened relevance of Garlock-related data to these cases, the Debtors are requesting discovery of the same data from the GST Settlement Facility that they are seeking from the Manville Trust and the DCPF Trusts

29. In addition to the GST Settlement Facility, Verus serves as the claims processing facility for 19 other asbestos-related trusts. Although all of these trusts would have data relevant to these proceedings, there are at least seven such trusts that have substantial assets (and, hence, likely substantial claiming) and represent companies whose products, like the Debtors', were used primarily in industrial settings. As a result, there is a highly likely overlap of claiming with the Debtors. Further, the discovery of information from these seven Verus Trusts would provide much greater breadth in terms of the overall claiming patterns found so relevant in Garlock.

30. There are over 70 active asbestos bankruptcy trusts. Only 30 of those 70+ active trusts have received over \$300 million in total assets. The DCPF Trusts and the Manville Trust represent only 11 out of those 30. With the addition of the GST Settlement Facility and the seven other Verus Trusts requested here, the parties and the Court will benefit from trust claims data from 19 out of the 30 currently active trusts with more than \$300 million in assets. In sum, although the parties and the Court will only be provided with information from less than 30% of the active trusts, the requested discovery will capture over 60% of the active trusts with a substantial asset history. Collectively, the Manville Trust, the DCPF Trusts, and the Verus Trusts process claims for most of the prominent asbestos defendants whose liabilities derive—like the Debtors—predominantly from industrial settings. Discovery from this subset of the many asbestos trusts in operation will produce a more broad-based, comprehensive, sampling of key trust claim information that will lead to a more precise analysis of the Debtors' settlement history and, thus, a more reliable estimate of the Debtors' present and future liabilities.

Paddock

31. Likewise, the Debtors seek substantially the same data from Paddock, which is relevant in these cases for the same reasons that trust claims data is relevant. Paddock is the successor-by-merger to Owens-Illinois, Inc. See Gordon Decl., ¶ 7. Prior to filing for bankruptcy in 2020, Paddock was subject to claims alleging personal injuries and death from exposure to asbestos contained in products manufactured under the "Kaylo" brand between 1948 and 1958. Id. These were primarily pipe covering and block insulation products, which contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture. Id. Paddock historically resolved claims outside of the tort system, much like an asbestos trust. Id. at ¶ 10 ("In contrast to many other companies' pure litigation approach, however, most Asbestos

Claims are presented to the Debtor through a variety of administrative claims-handling agreements"). Because Paddock generally was not named in tort litigation, the Debtors have little, if any, visibility into whether claimants claimed exposure to Kaylo products and recovered on those claims from Paddock. This information is plainly relevant to any analysis of the Debtors' past settlements given that, prior to its recent bankruptcy, Paddock was "one of the only remaining solvent 'amosite' defendants." *Id.* Indeed, because of the relevance of this information, Bestwall recently issued a subpoena seeking similar information from Paddock.

**B. The Requested Discovery Will Pose Minimal Burden and Will Protect Claimant Privacy.**

32. As with the DBMP Order, the Debtors have limited their requests to information directly relevant to evaluating the extent to which claimants alleged, and sought recovery for, alternative asbestos exposures separately from their tort cases. These requests are designed to impose minimal burden on the Producing Parties. All of the information requested is maintained by these parties in database form and can be retrieved and produced using electronic searches, with minimal expense. As with virtually all sophisticated databases, the Producing Parties can access software that will quickly and easily compile the requested data fields after being provided with a list of claimants. The Debtors have further limited any burden on the Producing Parties by requesting data solely for claimants for whom the Debtors already have Social Security numbers. This will permit a simple matching protocol and will minimize the risk of false positive matches. In addition, as in DBMP, the Debtors' retained expert, Bates White, LLC ("Bates White"), will be charged with creating the "Matching Key" for the anonymization process further described below. And, the Debtors will reimburse reasonable costs associated with complying with the subpoenas, which the Debtors anticipate will be minimal.

33. Producing information of this nature creates minimal burden. For example, in Garlock, data requested from certain trusts and trust sub-funds then handled by DCPF was produced less than a month after the Court's order overruling certain objections was entered.<sup>12</sup> Similarly, during discovery relating to plan confirmation and estimation of non-mesothelioma claims, the Garlock court ordered the Manville Trust to produce asbestos exposure and medical data fields, as well as copies of certain medical and exposure records submitted to the Manville Trust, pertaining to over 90,000 Garlock non-mesothelioma claimants, a little more than a month after the order on that discovery was entered. *See Order Granting in Part and Denying in Part Debtors' Motion for Leave to Serve Subpoena on Manville Trust*, ¶ 5, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [Dkt. 4721] (attached as Exhibit I).

34. Moreover, the Proposed Order includes robust protections governing production of all requested data. These include the same anonymization, notice, and confidentiality requirements approved in DBMP. As a result of the anonymization protocol, including use of a numerical "Claimant Pseudonym" that Bates White will generate and assign to each claimant preproduction, no claimant identifying information (e.g., names, Social Security numbers, dates of birth) will be subject to production. The only claimant data that will be produced are the fields relevant to the Debtors' analysis (such as the dates of the claims, whether or not they were compensated, and available exposure information). This data will not be able to be tied to any individual absent access to the "Matching Key" created by Bates White. The Proposed Order further includes stringent confidentiality, access, and use restrictions for the data, including prohibitions on introducing claimant-specific data in the public record absent court order, and a requirement that the produced data be destroyed promptly after the bankruptcy case ends. And,

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<sup>12</sup> Compare Exhibit F with GST-1601, Letter from Stephen M. Juris to Garland S. Cassada dated Sept. 5, 2012 (attached as Exhibit H).



the Proposed Order provides that only claimants who receive notice will have their data subject to production and data relating to *pro se* claimants will be excluded from production.

35. For all of the foregoing reasons, the requested discovery is properly tailored to the needs of these cases. The relevance of the requested information and the Debtors' need for it far outweigh any burden that may be imposed on the Producing Parties. In light of the central role that estimating the Debtors' present and future liabilities will play, and the importance of ensuring that any estimate is reasonable and reliable for the benefit of present and future claimants, the Debtors respectfully request that the Court grant the relief sought herein.

#### Notice

36. Notice of this Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the FCR; (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (e) DCPF and counsel to DCPF, as reflected in public filings; (f) Verus Claims Services, LLC; (g) Verus, LLC and counsel to Verus, LLC, as reflected in public filings; (h) Paddock and counsel to Paddock; (i) the Trusts; (j) the registered agents for the Trusts, where available; (k) counsel to the Trusts, as reflected in public filings or other public sources, where available; (l) counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their schedules of assets and liabilities and statements of financial affairs; and (m) the other parties on the Service List established by the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123]. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

**No Prior Request**

37. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court: (a) enter the Proposed Order granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: April 7, 2022  
Charlotte, North Carolina

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**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

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

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

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. \_\_\_] (the “Motion”),<sup>2</sup> filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the evidence presented, and the arguments

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

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

of counsel at the hearing on this matter, the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

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

2. The Motion is GRANTED on the terms and conditions set forth herein.

3. The Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):<sup>3</sup>
  - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
  - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
  - (iii) Celotex Asbestos Settlement Trust;
  - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
  - (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
  - (vi) Flintkote Asbestos Trust;
  - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);

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<sup>3</sup> The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
  - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
  - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”)<sup>4</sup> with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):<sup>5</sup>
- (i) ACandS Asbestos Settlement Trust;
  - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
  - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
  - (iv) GST Settlement Facility;
  - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
  - (vi) Quigley Company, Inc. Asbestos PI Trust;
  - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
  - (viii) Yarway Asbestos Personal Injury Trust.

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

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements

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

<sup>5</sup> The Debtors also may subpoena the Verus Trusts to effectuate this Order.

of mesothelioma claims provide a reliable basis for estimating the Debtors' asbestos liability; the estimation of the Debtors' asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the "Permitted Purposes").

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



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

8. On or before the twenty-first (21st) day following the Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSN of claimants in the Trusts' databases or, in the case of Paddock, in the Paddock Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the "Meet and Confer List"). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data

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

(as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtors (and the Debtors' Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants, whether pursuant to paragraph 7 or paragraph 8 (and this paragraph 9, as applicable), the Producing Parties shall notify the Matching Claimants' counsel of record that the relevant Trusts (or Paddock, as applicable) have received a subpoena from the Debtors. The notice from the Producing Parties shall state that the data associated with the Matching Claimants, as described in paragraphs 10 and 11 below (as applicable), will be produced if they do not file a motion to quash the subpoena in the court of compliance for the Producing Party by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Producing Party. The Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Producing Party is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation

because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the “Unnoticeable Claimants”). The Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim (or, in the case of Paddock, that asserted the claim on behalf of the claimant) and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Producing Parties to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtors and the Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party shall produce to the Debtors the data described in paragraph 10 or 11 below (as applicable), relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “Production Date”).

10. On or before the applicable Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF

and Verus, separately for each Trust) the following information pertaining to each Matching Claimant<sup>7</sup> (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

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

11. On or before the applicable Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Matching Claimant (to the extent the Paddock Database contains such information)

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<sup>7</sup> For the avoidance of doubt, the term “Matching Claimants” referenced in paragraphs 10 and 11 of this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

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

(the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);
- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,<sup>9</sup> including:
  - (i) Date(s) exposure(s) began;
  - (ii) Date(s) exposure(s) ended;
  - (iii) Manner of exposure;
  - (iv) Occupation and industry when exposed; and
  - (v) Products to which exposed.

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

- a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the

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

Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a claimant-by-claimant basis, with data from the Debtors’ database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

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

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

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

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall

thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information



derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or

use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

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

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

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

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

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

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

complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

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

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

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

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

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

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

United States Bankruptcy Court

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT B**





my personal capacity, I serve as Liquidating Trustee to the Oakfabco Liquidating Trust, as an independent director for two other companies, and as Director of Insurance and Litigation for a regional contractor in the Northwest. Prior to starting DJO in 2015, I served as a vice president, and then President and Chief Executive Officer (“**CEO**”) of The Flintkote Company (“**Flintkote**”) from 2000-2017, including through its chapter 11 bankruptcy. In my capacity as CEO of Flintkote, I also served as the CEO of the Plant Insulation Company from 2007-2012, including through its chapter 11 bankruptcy. I also currently serve as the trustee for the Flintkote Trust. From 1997-2003, I served in various capacities for Flintkote’s ultimate parent, Imasco Holdings Group, Inc., including as the President of Roy Rogers Restaurants and as President of MRO Mid-Atlantic Restaurants. Prior to that time, I served in senior counsel positions for Hardee’s Food Systems, Inc. from 1987-1997 and Burger King Corporation from 1980-1987. I am authorized to submit this declaration (the “**First Day Declaration**”) on behalf of the Debtor.

2. I am responsible for overseeing the day-to-day operations of the Debtor, as well as developing and managing the real estate business of its wholly owned, non-Debtor subsidiary, Meigs Investments, LLC (“**Meigs**”). As a result of my experience with the Debtor, my review of public and non-public documents (including the Debtor’s books and records), and my discussions with members of the Company’s management team, I am generally familiar with the Debtor’s business, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from Company employees, Company documents and/or the Debtor’s professionals. If called upon to testify, I would testify competently to the facts set forth in this First Day Declaration.



6. Part I of this First Day Declaration describes the Debtor's historical asbestos-related liabilities and the events leading to the filing of this Chapter 11 Case. Part II provides an overview of the Debtor's relevant corporate history and attributes, including the corporate modernization that it consummated on December 26-27, 2019. Part III sets forth relevant facts in support of the First Day Pleadings.

**I. THE DEBTOR'S ASBESTOS-RELATED LIABILITIES AND EVENTS LEADING TO THE FILING OF THE CHAPTER 11 CASE**

**A. The Debtor's Limited Asbestos Operations and Ongoing Claiming Activity**

7. The Debtor is the successor-by-merger to Owens-Illinois, Inc., which previously served as the ultimate parent of the Company. The Debtor is annually subject to hundreds of claims and lawsuits alleging personal injuries and death from exposure to asbestos ("Asbestos Claims") contained in products manufactured under the "Kaylo" brand between 1948 and 1958, which were primarily pipe covering and block insulation products. These products contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture, and had extremely limited applications, such as for high temperature piping in large industrial settings. As discussed further below, the Debtor's predecessor sold its entire Kaylo business to Owens Corning Fiberglass Corporation ("Owens Corning") in 1958 and has not manufactured or sold any Kaylo products since then. No other entities within the Company were ever involved in the production or sale of Kaylo products.

8. In April 1953, the Debtor's predecessor entered into a five-year sales agreement covering Kaylo products with Owens Corning, which then began distributing the product line. Owens Corning subsequently purchased the Kaylo business in its entirety in April 1958 and, upon information and belief, owned and exclusively operated it until 1972. Owens Corning filed for chapter 11 protection in October of 2000 and confirmed its plan of reorganization with a section

524(g) trust in September of 2006. The Owens Corning 524(g) trust has been making payments on account of Kaylo-related asbestos claims since then.

9. Despite having only produced Kaylo products for a fraction of the total production window, the Debtor continues to fund an outsized share of tort recoveries. This situation arises in part because the section 524(g) trust system operates independently of the tort system, which allows for plaintiffs to recover from defendants in the tort system, collect their full damages, and then collect significant damages from trusts based on evidence they subsequently submit, even when it alleges exposure to the same product. It also arises because the cost of defending asbestos claims in the tort system has risen. The Debtor currently has approximately 900 personal injury lawsuits pending against it throughout the country, many of which are currently dormant in status. These lawsuits typically allege various theories of liability, including negligence, gross negligence and strict liability, and seek compensatory and, in some cases, punitive damages. Each lawsuit requires the Debtor to incur a range of tens to hundreds of thousands of dollars or more in attorneys’ fees and costs alone.

10. In contrast to many other companies’ pure litigation approach, however, most Asbestos Claims are presented to the Debtor through a variety of administrative claims-handling agreements (“**Administrative Claims Agreements**”). The Company long believed that it and its various stakeholders were best served by proactively managing its asbestos-related liabilities outside of the tort system through such agreements. This strategy has historically allowed the Debtor more predictability in managing risk and its annual asbestos-related financial obligations. However, the Company’s ability to reasonably estimate and reserve for the Debtor’s asbestos-related tort expenditures has been significantly affected by, among other factors, changes in claiming patterns; changes in the law, procedure, and asbestos docket management; and pressure

on settlement values driven by co-defendant bankruptcies, adverse tort system developments, and the Debtor's status as one of the only remaining solvent "amosite" defendants. These factors have also made Administrative Claims Agreements—at least on existing payment terms—difficult to maintain, and therefore less reliable to the Debtor.

11. The Company has for many years conducted an annual comprehensive legal review of its asbestos-related tort expenditures in connection with finalizing its annual results of operations in its public filings. Beginning in 2003, the Company had been estimating its asbestos-related tort expenditures based on an analysis of how far in the future it could reasonably estimate the number of claims it would receive, which was several years. In April 2016, the Company adjusted its method for estimating its future asbestos-related tort expenditures in compliance with accounting standards codification ("ASC") 450, *Contingencies*. With the assistance of an external consultant, and utilizing a model with actuarial inputs, the Company developed a new method for reasonably estimating its total asbestos-related tort expenditures, which made several adjustments to consider the probable losses for Asbestos Claims not yet asserted, as well as related costs it could properly include in its estimate.

12. Although the Company did not record any additional asbestos-related charges at the end of 2016 or 2017, as of December 31, 2018, the revised methodology led the Company to (i) conclude that a charge of \$125 million was necessary, which produced a year-end accrual of \$602 million for reasonably probable asbestos-related tort expenditures and (ii) estimate that reasonably possible losses could result in asbestos-related tort expenditures up to \$722 million (both stated in nominal dollars). The Debtor believes that, although the established reserves are appropriate under ASC 450, its ultimate asbestos-related tort expenditures cannot be known with certainty because, among other reasons, the litigation environment in the tort system has

deteriorated generally for mass tort defendants and Administrative Claims Agreements are becoming less reliable.

13. What is certain is the incredible disparity between what the Debtor has historically paid, and is now being asked to pay, for Asbestos Claims, given the extent of its historical asbestos-related operations. As of September 30, 2019, the Debtor had disposed of over 400,000 Asbestos Claims, and had incurred gross expense of approximately \$5 billion for asbestos-related costs. In contrast, its total Kaylo sales for the 10-year period in which it sold the product were approximately \$40 million. Asbestos-related cash payments for 2018, 2017, and 2016 alone were \$105 million, \$110 million, and \$125 million, respectively. Although these cash payments show a modest decline, the overall volume and claimed value of Asbestos Claims asserted against the Debtor has not declined in proportion to the facts that (i) over 60 years have passed since the Debtor exited the Kaylo business, (ii) the average age of the vast majority of its claimants is now over 83 years old, (iii) these demographics produce increasingly limited opportunities to demonstrate legitimate occupational Kaylo exposures, and (iv) other recoveries are available from trusts established by other asbestos defendants. Rather, increasing settlement values have been demanded of the Debtor. And because the Debtor has settled or otherwise exhausted all insurance that might cover Asbestos Claims, it must satisfy all asbestos-related expenses out of Company cash flows.

14. For years, the Debtor has paid more for its Asbestos Claims than its industry peers whose liabilities are paid by section 524(g) trusts. This is principally due to the inherent differences between the tort system and section 524(g) trust distribution procedures. The procedural and legal differences even among different jurisdictions in the tort system—such as joint-and-several liability—allow these disparities to exist in the extreme, which usually results in

the Debtor paying different claim amounts to otherwise similarly-situated plaintiffs. This situation is neither fair to the Company and its stakeholders nor to asbestos claimants.

15. The Debtor remains committed—as it has since the first Asbestos Claim brought against it—to fairly and equitably compensating claimants who are ill and have legitimate exposure to Kaylo products that the Debtor’s predecessor last manufactured more than 60 years ago. However, because the Company continues to face claims that increase in value, despite the fact that one would reasonably expect claims arising from the relevant manufacturing period to tail off and become more difficult to prove, the Debtor has concluded—consistent with the Company’s overall strategy of rationalizing and streamlining expenses—that the best path for fairness, certainty, and finality is only available through this Chapter 11 Case.

**B. Engagement of Professionals**

16. In order to explore potential alternatives to the status quo, the Debtor engaged its outside counsel, Latham & Watkins LLP (“**Latham**”), to assist it in evaluating a number of strategic options. It also retained Bates White LLC (“**Bates White**”) to provide estimation-related guidance with respect to its Asbestos Claims. The Debtor believes that guidance from both Latham and Bates White will assist it in reaching a consensual resolution in this Chapter 11 Case.

17. As part of this exploratory effort and to facilitate the implementation of a potential chapter 11 strategy if and when authorized to do so, the Debtor also entered into an engagement letter with James L. Patton, Jr. of Young, Conaway, Stargatt & Taylor, LLP (“**Young Conaway**”) on October 30, 2019 to serve as a proposed future claims representative (the “**Proposed FCR**”) to represent the interests of individuals who may assert Asbestos Claims in the future. The Debtor chose the Proposed FCR after interviewing and considering several qualified candidates, ultimately selecting James Patton based upon his qualifications and experience. The Proposed FCR retained Young Conaway as counsel and Ankura Consulting Group LLC as claims analyst to



provide advice in connection with such representation. Together with his advisors, the Proposed FCR initiated an extensive diligence process into the Debtor's Asbestos Claims, subject to a confidentiality agreement. The Debtor has worked constructively with the Proposed FCR and his advisors throughout this process by producing over 1,600 pages of documents and written responses to his information requests, as well as by attending in-person and telephonic diligence meetings, among other things.

18. The Debtor intends to seek the appointment of Mr. Patton as the future claimants' representative in connection with this Chapter 11 Case. Given the knowledge of the Debtor's business and Asbestos Claims that Mr. Patton has gained during the prepetition diligence process, the Debtor believes his appointment will result in efficiencies that benefit creditors and the estate.

**C. Ultimate Decision to File for Chapter 11**

19. Managing Asbestos Claims has always been a mix of legal art and science and something on which the Debtor has prided itself. The laws and the circumstances, however, have changed over time and the Debtor is no longer confident that it can appropriately and reliably manage these claims outside of a chapter 11 process. In contrast, the large number of asbestos defendants that have successfully navigated chapter 11 and confirmed section 524(g) plans (none of whom exited asbestos-related manufacturing over 60 years ago or have the Debtor's uniquely limited cohort of claimants) leads the Debtor to be confident that it too can reach a successful resolution as to its Asbestos Claims in chapter 11.

20. Thus, after extensive discussions with its advisors, the Debtor determined that commencement of this Chapter 11 Case would best position it to obtain certainty and finality in its funding obligations, in a manner that is fair and just to current and future asbestos claimants, and is in the best interests of the Debtor's estate and stakeholders. Accordingly, on January 5, 2020, the Debtor's board of managers authorized the filing of this Chapter 11 Case.

21. Based on my experience, I believe that chapter 11 provides the only avenue for all of the Asbestos Claims asserted, and to be asserted, against the Debtor to be comprehensively addressed in a single forum under a process that fosters integrity through application of the rules of evidence and the rule of law. It will avoid the unending process inherent in the state court system and, perhaps more importantly, avoid the risk that some claimants who are otherwise similarly-situated may fare better than others, based only on when their claim is asserted, where, and by which law firm. In short, chapter 11 will provide the Debtor with the statutory framework and tools necessary to finally and fairly resolve its liability for Asbestos Claims, while unlocking the growth potential for the Company and its businesses, and for the benefit of all stakeholders.

## II. THE DEBTOR’S RELEVANT CORPORATE HISTORY AND ATTRIBUTES

### A. The Debtor’s Organizational Structure

22. There is one Debtor in this case. The Debtor was incorporated in Delaware in 2019 and maintains its headquarters in Perrysburg, Ohio. The Debtor has one operating subsidiary, Meigs. As shown in the simplified corporate organization chart attached as Exhibit A and as described in further detail below, the Debtor is a direct, wholly owned subsidiary of O-I Glass, Inc. (“**Current Parent**”). Current Parent is a public company with shares traded on the New York Stock Exchange. Current Parent holds 100% of the interests in Owens-Illinois Group, Inc. (“**O-I Group**”), which in turn directly or indirectly holds all of the Company’s subsidiaries other than the Debtor and Meigs.

23. The Company is the largest manufacturer of glass container products in the world, with 78 glass manufacturing plants in 23 countries. The Company’s principal product lines are glass containers for alcoholic beverages, including beer, flavored malt beverages, spirits and wine, a variety of food items, soft drinks, teas, juices and pharmaceuticals. The Company’s segments include Europe, the Americas and Asia Pacific. It also provides engineering support for its glass

manufacturing operations through facilities located in the United States, Australia, France, Poland and Peru. As of December 31, 2019, the Company employed approximately 27,500 individuals worldwide.

**B. Corporate Modernization Transaction**

24. Recognizing that, within its corporate structure, the Company’s asbestos-related liability was located at the level of the Debtor’s predecessor, Owens-Illinois, Inc., the Company underwent a corporate restructuring pursuant to section 251(g) of the Delaware General Corporation Law (the “**Corporate Modernization Transaction**”) in December 2019. The Company undertook the Corporate Modernization Transaction to structurally separate the legacy liabilities of the Debtor’s predecessor, Owens-Illinois, Inc., from the active operations of Owens-Illinois, Inc.’s subsidiaries, while fully maintaining the Debtor’s ability to access the value of those operations to support its legacy liabilities. I understand that, as a result of the Corporate Modernization Transaction, Owens-Illinois, Inc. ceased to exist for corporate purposes under Delaware law and two new entities were created: (i) the Debtor, into which Owens-Illinois, Inc. merged, and (ii) Current Parent, which became the Company’s new publicly traded parent. I understand that, for all U.S. federal tax purposes, Current Parent is treated as a continuation of Owens-Illinois, Inc. In addition, (x) certain assets of Owens-Illinois, Inc., which became assets of the Debtor as a matter of law upon the Merger (as defined below), were distributed as a dividend to Current Parent, (y) certain obligations of Owens-Illinois, Inc., which became obligations of the Debtor by operation of Delaware law upon the Merger, were assumed by Current Parent, and (z) Debtor and Current Parent entered into a Support Agreement and a Services Agreement providing the Debtor with corporate and other shared services. These steps are further described below.

25. First, Owens-Illinois, Inc. undertook a holding company reorganization under the General Corporation Law of the State of Delaware, pursuant to which Owens-Illinois, Inc. formed

Current Parent as a direct, wholly owned subsidiary. Current Parent then formed the Debtor to serve as a merger subsidiary. Pursuant to an agreement and plan of merger (the “Merger Agreement”), Owens-Illinois, Inc. merged with and into the Debtor, with the assets and liabilities of Owens-Illinois, Inc. vesting in the Debtor as the surviving entity (the “Merger”) by operation of Delaware law. Upon the effectiveness of the Merger, each share of Owens-Illinois, Inc. stock held immediately prior to the Merger automatically converted into a right to receive an equivalent corresponding share of Current Parent stock, having the same designations, rights, powers and preferences and the qualifications, limitations, and restrictions as the corresponding share of Owens-Illinois, Inc. stock being converted. After the Corporate Modernization Transaction, Owens-Illinois, Inc.’s stockholders became stockholders of Current Parent.

26. In connection with the modernization, the Debtor distributed all of the shares of capital stock of O-I Group to Current Parent, and entered into an Assumption and Assignment Agreement through which certain contracts of Owens-Illinois, Inc. (including employee benefits plans) that the Debtor succeeded to as a result of the Merger by operation of Delaware law, were assigned to Current Parent (the “Distribution”). In connection with and prior to the Distribution, Current Parent entered into the Support Agreement with the Debtor, which is designed to ensure that the Debtor remains solvent, and a Services Agreement, which maintains the Debtor’s access to generalized corporate services and resources.

27. The Company undertook the Corporate Modernization Transaction to further its strategy of improving the Company’s operating efficiency and cost structure, while ensuring the Debtor remains well-positioned to address its legacy liabilities. The Debtor believes that the corporate structure resulting from the Corporate Modernization Transaction aligns with the Debtor’s goal of resolving its legacy liabilities fairly and finally, in a way that maximizes value



support of Meigs) (the “**Services**”). The Debtor is invoiced quarterly, on an allocated basis, for Services expenses based on a projected annual budget, which is true-up at the end of each year based on actual costs. Amounts due under the Services Agreement are included as Permitted Uses under the Support Agreement.

**E. The Debtor’s Business Operations and Assets**

30. The Debtor’s business operations are exclusively focused on (1) owning and managing certain real property and (2) owning interests in, and managing the operations of, its non-Debtor subsidiary, Meigs, which is developing an active real estate business. In addition, the Debtor is responsible for managing its historical asbestos and environmental liabilities through resources available under the Services Agreement and outside advisors. In addition to amounts due under the Services Agreement, the Debtor also incurs certain direct costs related to independent director fees, consulting costs, legal fees, and other charges. The Debtor has no employees.

31. The Debtor owns one parcel of real property in Lapel, Indiana, on which an affiliate owns and operates a glass manufacturing plant (the “**Lapel Property**”). The Debtor acquired the Lapel Property from Owens-Brockway Glass Container Inc. (“**OBGC**”) prior to the Petition Date and leased it back to OBGC under a 15-year triple net lease, subject to renewal (the “**Ground Lease**”). The Ground Lease is expected to generate net rents totaling approximately \$110,000 in annual revenue. In connection with the sale and leaseback of the Lapel Property, the Debtor obtained an appraisal and capitalization rates from CBRE. The Debtor intends to manage and derive revenue from the Ground Lease business during the Chapter 11 Case and after emergence.

32. In addition to the Ground Lease, through Meigs, the Debtor holds one property and is under contract to purchase another property, both subject to triple-net leases of quick-service

restaurants with national, third-party quick-service restaurant brands (the “Existing Properties”). The Existing Properties are expected to generate net rents totaling approximately \$216,000 in revenue in 2020, subject to increase in later years. In connection with owning and managing the Existing Properties, Meigs (as directed by the Debtor, as its sole member) performs the various tasks associated with its property management business, including periodic inspections of the properties for compliance with lease terms, management of tenants’ lease obligations such as tax, common area charges and insurance, and resolving disputes, if any. The Debtor will continue to assess opportunities to expand Meigs’ portfolio to provide income and asset value growth to its real estate business during the Chapter 11 Case.

33. In addition to these assets, the Debtor held approximately \$40.6 million in cash in its bank account as of the Petition Date. These funds derived from a combination of (i) an initial payment under the Support Agreement and (ii) additional cash left behind at Owens-Illinois, Inc. in the Corporate Modernization Transaction, which became cash of the Debtor upon the Merger. The Debtor may also hold *de minimis* other assets to which it became entitled as a matter of Delaware law pursuant to the Merger.

#### **F. Debtor’s Capital Structure and Liabilities**

34. As noted above, the Debtor is a wholly owned subsidiary of Current Parent. The Debtor has no funded debt as of the Petition Date. The Debtor’s most significant liabilities relate to its Asbestos Claims (as discussed in greater detail in Part I.A above). The Debtor also has legacy environmental liabilities (which are dwarfed by asserted Asbestos Claims) and has *de minimis* other contested prepetition liabilities arising from pending non-asbestos-related litigation.

35. Environmental Liabilities. The Debtor has historical environmental liabilities related to, among other things, Owens-Illinois, Inc.’s prior operation of certain facilities, including,

but not limited to, in Ohio, Kentucky, Connecticut, New Jersey, and Georgia. The Debtor's liabilities with respect to these facilities relate to penalties for site closures, remediation expenses, exposure for cleanup of contamination, and alleged noncompliance with regulations. The Debtor also has liabilities associated with Owens-Illinois, Inc.'s involvement in a number of other administrative and legal proceedings regarding the responsibility for the cleanup of hazardous waste or damages claimed to be associated with it and with Owens-Illinois, Inc.'s involvement in some minor claims for environmental remediation of properties sold to third parties.

### III. FIRST DAY PLEADINGS<sup>2</sup>

36. To preserve value for all stakeholders, the Debtor has sought approval of the First Day Pleadings and related orders (the "**Proposed Orders**"), and respectfully requests that the Court consider entering the Proposed Orders granting such First Day Pleadings. The Debtor seeks authority, but not direction, to pay amounts or satisfy obligations with respect to the relief requested in any of the First Day Pleadings.

37. I have reviewed each of the First Day Pleadings, Proposed Orders, and exhibits thereto (or have otherwise had their contents explained to me), and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. Moreover, I believe that the relief sought in each of the First Day Pleadings (a) is vital to enabling the Debtor to make the transition to, and operate in, chapter 11 with minimum interruptions and disruptions to its business or loss of value and (b) constitutes a critical element in the Debtor's being able to successfully maximize value for the benefit of its estate.

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<sup>2</sup> Unless otherwise defined herein, all capitalized terms in this Section shall have the meanings ascribed to them in the applicable First Day Pleadings.



**A. Motion to Limit Notice and Approve Notice Procedures<sup>3</sup>**

38. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor seeks entry of interim and final orders (i) authorizing the Debtor to file a list of the top 24 law firms with the most significant Asbestos Claimant (as defined in the Motion to Limit Notice and Approve Notice Procedures) representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the holders of the top 20 largest unsecured claims; (ii) approving the implementation of notice procedures by which the Debtor shall (a) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor's creditor matrix and (b) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such notices, mailings, and other communications directly to the Asbestos Claimants themselves (the "**Notice Procedures**"); and (iii) granting related relief.

**1. List of 24 Law Firms with the Most Significant Asbestos Claimant Representations**

39. As described herein, the Debtor is currently subject to Asbestos Claims presented to the Debtor through Administrative Claims Agreements and is also named as a defendant in pending Asbestos Claim litigation. The vast majority of the Debtor's known creditors are Asbestos Claimants. As a result, the Debtor anticipates that the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") will appoint an official committee of asbestos claimants to represent the interests of the Asbestos Claimants in the Chapter 11 Case. The Debtor does not

<sup>3</sup> "**Motion to Limit Notice and Approve Notice Procedures**" means the *Motion of Debtor for Entry of Interim and Final Orders (I) Authorizing the Filing of a List of the Top 24 Law Firms Representing Asbestos Claimants, (II) Approving Certain Notice Procedures for Asbestos Claimants, and (III) Granting Related Relief.*

expect that the U.S. Trustee will also seek to appoint a separate official committee comprised solely of holders of non-asbestos claims against the Debtor as the Debtor has relatively few unsecured creditors compared to the number of Asbestos Claimants.

40. I do not believe that listing individual Asbestos Claimants with the largest unsecured claims against the Debtor would facilitate the U.S. Trustee’s appointment of an asbestos claimants creditors’ committee. I believe attempting to designate certain individual Asbestos Claimants as holding the “largest” unsecured claims would be arbitrary. The vast majority of pending Asbestos Claims are disputed, contingent, and/or unliquidated and therefore would be incredibly difficult to value. I therefore believe that providing the U.S. Trustee with a list of the top 24 law firms with the most significant Asbestos Claimant representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the 20 largest unsecured claims against the Debtor would better assist the U.S. Trustee in forming such a committee.

41. I understand that most Asbestos Claimants present Asbestos Claims to the Debtor through Administrative Claims Agreements. The Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs’ law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Accordingly, in order to identify the top plaintiffs’ firms, the Debtor reviewed historical data of which firms have submitted the highest volume of Asbestos Claims and have resolved the highest value of Asbestos Claims in the past 10 years. In addition to listing the law firms with the most significant Asbestos Claimant representations as determined by volume and value of payments, I understand that the Debtor also included any law firms representing Asbestos

Claimants with any unpaid but liquidated Asbestos Claims in excess of \$200,000 as of the Petition Date.

## 2. *The Asbestos Claimant Notice Procedures*

42. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor also seeks to implement the Notice Procedures by which the Debtor will (i) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor's creditor matrix and (ii) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such communications directly to the Asbestos Claimants themselves.

43. I understand that the Debtor does not routinely receive individual address information for Asbestos Claimants in Asbestos Claim litigation or under Administrative Claims Agreements, and therefore does not track or retain such information. As described above, for claims submitted under the Administrative Claims Agreements, the Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs' law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Further, the Debtor rarely receives contact information for such Asbestos Claimants pursuant to Administrative Claims Agreements.<sup>4</sup> For Asbestos Claims pending in the tort system, the Debtor tracks the Asbestos Claimant's name, but ordinarily the pleadings and

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<sup>4</sup> I understand that the Debtor does have some identifying personal information about certain Asbestos Claimants for certain settled-but-unpaid claims existing as of the Petition Date, as well as some submitted Asbestos Claims that remain unresolved as of the Petition Date. However, the Debtor generally is not given and does not have contact information for such Asbestos Claimants.

publicly available discovery materials do not contain identifying contact information for such plaintiffs.

44. Instead, I understand that the Debtor typically tracks the address information of the counsel and/or law firm of record for the Asbestos Claimants in the tort system and named counsel party to the Administrative Claims Agreements, and conducts all communications regarding the related litigation and/or pending claims and Asbestos Claims through such counsel. Collecting the individual addresses of the Asbestos Claimants, I believe, would require a massive, expensive and time-consuming effort, including a search beyond the Debtor's existing books and records. Even if the Debtor did undergo this effort, I believe that it would likely be near impossible to locate and ensure the accuracy of such information for each Asbestos Claimant. As a result, the Debtor requests authority to list the addresses of the counsel of record for each Asbestos Claimant and named counsel under the Administrative Claims Agreements instead of the addresses of individual Asbestos Claimants on the Debtor's creditor matrix.

45. In addition, I understand that throughout the course of the Chapter 11 Case, various notices, mailings, and other communications will need to be sent to the Asbestos Claimants. In order to ensure that these claimants receive proper and timely notice of filings and critical events in the Chapter 11 Case, the Debtor requests authority to direct Prime Clerk, LLC, the Debtor's proposed claims and noticing agent (the "**Claims and Noticing Agent**"), to send required notices, mailings, and other communications to the counsel of record for the Asbestos Claimants and named counsel under the Administrative Claims Agreements, in the manner required pursuant to otherwise applicable noticing procedures in effect in the Chapter 11 Case, *provided* that the Debtor will (or will direct the Claims and Noticing Agent to) send required notices, mailings, and other communications directly to any Asbestos Claimants who so request such direct notice from the

Debtor in writing. As to those Asbestos Claimants, if any, whose personal addresses are known to the Debtor, the Debtor shall send required notices, mailings, and other communications related to the Chapter 11 Case to such Asbestos Claimants at their personal addresses, as well as to their known counsel. Additionally, for those law firms representing multiple Asbestos Claimants (including those law firms party to the Administrative Claims Agreements), the Debtor seeks authorization to serve each document only a single time on such law firms (at each relevant address) on behalf of all such counsel's clients, *provided* that any notice or other document relating specifically to one or more particular Asbestos Claimants (rather than all Asbestos Claimants represented by such law firm) shall clearly identify such parties.

46. I believe that by implementing the Notice Procedures, the actual notice that Asbestos Claimants will receive via their counsel will be superior to the notice that the Asbestos Claimants would receive if the Debtor were to attempt to deliver notices and other communications directly to such claimants. In addition, I understand that the address for counsel to the Asbestos Claimants is more likely to remain unchanged over time, and hence providing notice to the counsel of record will allow for more accurate notice to Asbestos Claimants. Moreover, I believe that the Notice Procedures will also significantly ease the Debtor's administrative burden of sending notices to thousands of Asbestos Claimants, resulting in a more cost-effective notice procedure that benefits the Debtor's estate and creditors.

**B. Claims Agent Retention Application<sup>5</sup>**

47. Pursuant to the Claims Agent Retention Application, the Debtor is seeking entry of an order appointing Prime Clerk, LLC ("**Prime Clerk**"), as claims and noticing agent in the

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<sup>5</sup> "**Claims Agent Retention Application**" means the *Application of Debtor for Appointment of Prime Clerk LLC as Claims and Noticing Agent*.





Fees are paid monthly and are automatically deducted from the Bank Account as they are assessed by the Bank. As of the Petition Date, I believe that any Bank Fees outstanding are *de minimis*.

## 2. *The Services Agreement*

52. I believe that the Services Agreement is of vital importance to the Debtor as without the Services Agreement, the Debtor (which does not have any of its own employees, much less the infrastructure to support its back-office requirements) would be unable to perform basic legal, finance, corporate, administrative, and other tasks necessary to support its business operations. The Services Agreement allows the Debtor to operate its treasury system, maintain its books and records, and comply with applicable tax requirements. Under the Services Agreement, the Debtor also has access to certain critical employees with historical knowledge relating to the defense and management of the Debtor's asbestos liabilities, and expertise relating to such matters. Accordingly, I believe that Current Parent's (and/or its affiliates') provision of services to the Debtor under the Services Agreement results in efficiencies and saved costs.

53. Pursuant to the Services Agreement, the Debtor (together with Meigs and any future subsidiaries that the Debtor may form, each a "Service Recipient") is eligible to receive one or more services (collectively, the "Services") from Current Parent (together with its subsidiaries other than the Debtor and its subsidiaries, each a "Service Provider") set forth in Exhibit A of the Service Agreement, which are incorporated by reference herein, on an as-needed basis.<sup>7</sup> The Services Agreement includes the following key financial terms:<sup>8</sup>

- Service Fees. Each Service will be provided to Service Recipient at Service Provider's Cost (as defined below), as determined by Current Parent in its

<sup>7</sup> Current Parent may also, in its sole discretion, engage or otherwise subcontract with third parties to assist with the performance of any Services under the Services Agreement.

<sup>8</sup> The summary contained herein is qualified in its entirety by the provisions of the Services Agreement. To the extent that anything in this Declaration is inconsistent with the terms of the Services Agreement, the Services Agreement will control.



reasonable discretion, in accordance with Exhibit B to the Services Agreement. The term “**Cost**” represents the direct cost to provide a Service. The intent is to assign to the Service all direct costs, including direct labor, direct supervision, benefits, travel and related costs, service-related training, and any direct third-party costs incurred to provide the Service. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

- **Billing.** Current Parent will determine by line item in Exhibit A to the Services Agreement the projected cost of Services to be provided in the calendar year, and will deliver this projection to the Debtor on or before March 1 of such calendar year and every year thereafter. Once agreed, the sum total of these projected costs will be charged to the Debtor in advance in four equal quarterly installments. At the conclusion of each year, Current Parent will determine the actual cost of the Services provided during the year and provide a comparison to the projected costs to the Debtor by March 1 of the following year. Once agreed, any differences between the actual costs and the projected costs charged during the year will be credited or charged, as applicable, to the Debtor on the first quarterly invoice billed in the following year.
- **Change Requests and Amendments.** If Current Parent or the Debtor desires a change in the scope of the Services, the party requesting the change will submit a written request for change of Service (the “**Change Request**”). Within 30 days after receipt of the Change Request, Current Parent and the Debtor will negotiate in good faith regarding mutually acceptable changes in the scope of the Services. Current Parent and the Debtor may substitute one or more revised versions of Exhibit A to the Services Agreement as they mutually agree to from time to time.

54. I have been informed that the estimated cost of receiving the Services the Debtor currently receives under the Services Agreement will total approximately \$300,000 to \$450,000 per quarter in 2020. I understand that the Debtor’s payments to Current Parent under the Services Agreement are a Permitted Use under the Support Agreement and thus, subject to the terms of the Support Agreement, Current Parent has funding obligations to the Debtor that correspond to the Debtor’s obligations under the Services Agreement.

55. I believe that this cost is reasonable in light of the scope of the Services and the facts of the Chapter 11 Case, and that the Court should authorize the Debtor to continue to perform under the Services Agreement. In particular, I believe that the anticipated allocated cost is fair and



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

Executed this 6th day of January, 2020.

*/David J. Gordon/*

David J. Gordon  
President and Chief Restructuring Officer of  
Paddock Enterprises, LLC

EXHIBIT C

FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
Aug 07 2012  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



*George R. Hodges*  
George R. Hodges  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES  
LLC, et al.,

Debtors.<sup>1</sup>

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER GRANTING IN PART AND OVERRULING IN PART OBJECTIONS TO  
SUBPOENA BY DELAWARE CLAIMS PROCESSING FACILITY, LLC AND  
ASSOCIATED TRUSTS, ESTABLISHING CLAIMANT OBJECTION PROCEDURES,  
AND GOVERNING THE CONFIDENTIALITY OF INFORMATION PROVIDED IN  
RESPONSE TO THE SUBPOENA**

This matter came before the Court on the Emergency Application of Multiple Asbestos Personal Injury Settlement Trusts to Impose Reasonable Privacy Protections on Trusts’ Responses to Debtors’ Subpoena *Duces Tecum* for Information Regarding Settled Claims, and to Require Debtors to Cover the Full Costs and Expenses of Complying with Debtors’ Subpoena (Docket No. 2366) (the “Emergency Application”). In addition, six trusts (the “Trusts”),<sup>2</sup>

<sup>1</sup> The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company (hereinafter “Garlock” or “Debtors”).

<sup>2</sup> The Trusts are the Armstrong World Industries Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal Mogul

Delaware Claims Processing Facility, LLC (“DCPF”), the Official Committee of Asbestos Personal Injury Claimants (the “Committee”), and Debtors agreed to submit all matters related to the subpoena authorized by the Order Granting Debtors Leave to Serve Subpoena on Delaware Claims Processing Facility, LLC (Docket No. 2234) and served on May 31, 2012 (the “Subpoena”) (including Garlock’s motion to compel compliance with the subpoena, filed in Delaware (the “Motion to Compel”)) for decision by this Court, and agreed to submit to the jurisdiction of this Court for that purpose.

On or before July 17, 2012, DCPF and the Trusts gave electronic notice of the Subpoena, the Trusts’ written objections to the Subpoena, and the Motion to Compel (and provided copies of each) to each matching trust claimant whose claims data was subject to the Subpoena in accordance with the Trusts’ respective trust distribution procedures by sending electronic notice to such claimant’s lawyer as identified in the records of DCPF and the Trusts. On July 24, 2012, DCPF and the Trusts delivered a list identifying each law firm that represented affected trust claimants to Debtors’ counsel without identifying the affected claimants.<sup>3</sup> On July 27, 2012, Debtors sent to such lawyers, by priority, overnight carrier, written notice of an August 16, 1012 hearing scheduled before this Court, and of the opportunity to be heard on any objections to the Subpoena, to law firms on the list provided by DCPF and the Trusts. On July 30, 2012, DCPF also sent electronic notice of hearing to such lawyers, together with a copy of Debtors’ written notice pursuant to the Trusts’ own TDP procedures.

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U.S. Asbestos Personal Injury Trust, the Owens Corning Fibreboard Asbestos Personal Injury Trust (both subfunds), and the United States Gypsum Asbestos Personal Injury Settlement Trust.

<sup>3</sup> DCPF and the Trusts contend that the identity of trust claimants, and information regarding their claims and settlements with the Trusts, is confidential and cannot be disclosed absent notice to such claimants and an opportunity to be heard on any objections they may have to disclosure.

Based upon a review of the Emergency Application, the Motion to Compel, any supporting or opposing submissions of the parties, the evidence presented, and the arguments of counsel, the Court hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Emergency Application, Motion to Compel, and other matters related to the Subpoena pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.

2. As used in this Order, the term “Settled Claimants” shall mean all individuals listed in Exhibit 1 of the Subpoena, consisting of mesothelioma claimants who (according to Debtors’ records) entered into a settlement with Garlock between 1999 and 2010.

3. On July 27, 2012, Debtors served notice on lawyers who, according to data maintained by DCPF and the Trusts, represented potentially affected claimants. That notice informed such lawyers that on August 16, 2012, the Court will hear objections to the Subpoena that Settled Claimants may wish to raise. Subject to any such objections by Settled Claimants, it does not appear that further or different notice will be required.

4. Settled Claimants shall have until August 14, 2012 to file an objection with this Court to the disclosure of the information sought in the Subpoena. Subject to the right of Settled Claimants to be heard pursuant to the above-described objection procedure, (i) the Trusts and DCPF shall not be subject to any actions, claims, or demands by Settled Claimants or any other party as a result of their good faith compliance with this Order and (ii) the Court shall retain exclusive jurisdiction to hear any objections filed by the Settled Claimants to the Subpoena.

5. Subject to the outcome of this Court’s hearing on August 16, DCPF and the Trusts shall produce the following information with respect to each Trust (collectively, the

“Trust Data”) in Excel format to Debtors no later than fifteen days after the Court enters an order resolving any objections filed by the Settled Claimants:

- a. The date any Settled Claimant filed a claim against a Trust;
  - b. The date any claim filed by a Settled Claimant against a Trust was approved by the Trust (if approved);
  - c. The date any claim filed by a Settled Claimant against a Trust was paid by the Trust (if paid); and
  - d. If a claim filed by a Settled Claimant against a Trust has not been approved or paid, the current status of the claim.
6. Debtors are required to reimburse DCPF and the Trusts for reasonable and necessary costs and expenses incurred in making this production, including the costs and expenses incurred in giving notice to Settled Claimants.
7. The request by DCPF, the Trusts, and the Committee for the Trust Data to be anonymized prior to production to Debtors is denied. The Trust Data shall instead be subject to the confidentiality protection contained in this Order.
8. No Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) Debtors, the Committee, and the Future Claimants’ Representative (the “FCR”) (referred to collectively in this Order as the “Estimation Parties”); (ii) any law firm rendering legal services with respect to the Estimation Parties, and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; and (iii) any Estimation Party’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party in connection with the Estimation Proceeding;



*provided, however,* that the right of access to Trust Data hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 9 immediately below.

9. Any person exercising a right of access to Trust Data granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Trust Data conferred by paragraph 8, every entity described in subparts (ii) and (iii) in paragraph 8 shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Trust Data in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit A.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Trust Data in their individual capacities, rather than as employees, agents, or representatives of a firm.

10. Trust Data shall be confidential and treated as such without need of any special designation by the Trusts or DCPF. Any entity granted access to Trust Data as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

11. Settled Claimants, Estimation Parties, DCPF, and the Trusts shall have standing to enforce the protections afforded to Trust Data by this Order.

12. Any entity that receives access to Trust Data as provided in this Order shall provide for physical, managerial and electronic security thereof such that Trust Data are

reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Trust Data occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties, as well as any Settled Claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

13. Neither Trust Data, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose whatsoever other than the Estimation Proceeding in this case.

14. Neither Trust Data nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

15. To the extent Trust Data are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Trust Data maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Trust Data themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Trust Data themselves.

16. Nothing in this Order shall restrict any person’s right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 17 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Trust Data.

17. In the event that, in the course of the Estimation Proceeding, any Estimation Party intends to offer into evidence or otherwise use Trust Data in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party may not divulge Trust Data except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Trust Data; and (iii) such Estimation Party has first utilized its best efforts to maintain the confidentiality of the Trust Data, including by seeking an order, on notice to all other Estimation Parties and to the Settled Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from Trust Data if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Settled

Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party from using or referring to Trust Data in such expert's report, or testifying concerning Trust Data, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Settled Claimant.

18. In the event that an entity granted access to Trust Data pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Trust Data, in whole or in part, to a third party (a "**Third-Party Discovery Demand**"), including a governmental or other regulatory body, such entity (a "**Discovery Target**") shall provide prompt written notice of any such request or requirement to the Settled Claimants, Trusts, and DCPF, with copies to the Estimation Parties, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, Trusts, DCPF and each of the Estimation Parties, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Trust Data produced or disclosed pursuant to such an order, including, without limitation, by cooperating with DCPF or any Settled Claimant, Trust or Estimation Party who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Trust Data.

19. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Trust Data shall destroy such Trust Data, including all copies thereof and any Merged Database(s), in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Estimation Parties of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding).

20. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, DCPF, Trusts and Settled Claimants. The movant shall bear the burden of showing good cause for the requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Trust Data on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) Settled Claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Trust Data; (iii) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (iv) among the intended benefits of estimating the Debtors’ asbestos-

related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

21. As a precautionary measure, but not as a precondition to protection, the file names of all Trust Data and Merged Database(s) shall contain the following legend: “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”

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

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

United States Bankruptcy Court

## EXHIBIT A.1

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions: This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 9 of the above-referenced Order.***

### ACKNOWLEDGEMENT

On behalf of my employer, \_\_\_\_\_ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Trust Data. The Trust Data constitute confidential and protected information in connection with the above- referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

Employer, its employees, agents, and representatives will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court.

Pursuant to paragraph 19 of the Order, Employer will destroy or cause to be destroyed all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly

certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this Acknowledgment and for no other purposes.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_



## EXHIBIT A.2

**Re: *In re Garlock Sealing Technologies LLC, et al.*,  
Case No. 10-BK-31607 (Jointly Administered)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 9 of the above-referenced Order (for example, a self-employed expert or a witness).*

### ACKNOWLEDGEMENT

I may be given access to certain confidential and protected information in connection with the above-referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

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

I will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 20 of the Order.

Pursuant to paragraph 19 of the Order, I will destroy all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

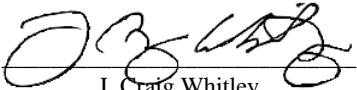
I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Order and this Acknowledgment and for no other purposes.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT D**

FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
February 17 2022  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re

DBMP LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004  
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY  
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 416), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**DBMP**”) on August 19, 2020, as modified by the Debtor’s revised forms of order filed on June 9, 2021 (Dkt. 859) and July 29, 2021 (Dkt. 949, Ex. A) (collectively,

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

the “**Motion**”).<sup>2</sup> Based upon a review of the Motion,<sup>3</sup> the further submissions of the parties, the evidence presented, and the arguments of counsel at the hearing on this matter, and for the reasons stated on the record at the December 16, 2021 hearing (which record is incorporated herein), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

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

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the Decembers 16, 2021 hearing.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 7 below on the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and on the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):<sup>4</sup>

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<sup>2</sup> On June 9, 2021 the Debtor filed a revised form of order to incorporate the privacy and security protections in the order entered by Judge Beyer in the Bestwall case, *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC*, No. 17-31795 (Dkt. 1672) (Bankr. W.D.N.C. Mar. 24, 2021) (Bestwall Order (Dkt. 859)). Subsequently, the Debtor further modified the relief sought in its Motion by filing a second revised form of order on July 29, 2021 (Dkt 949, Ex. A) in which the Debtor (1) deleted from its request all of the data fields requiring production of personal identifying information regarding any claimant; and (2) proposed a protocol for the anonymization of the remaining requested data by the Trusts before production to the Debtor.

<sup>3</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

<sup>4</sup> The Debtor also may subpoena the DCPF Trusts to effectuate this Order.

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust;
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
- c. Celotex Asbestos Settlement Trust;
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
- f. Flintkote Asbestos Trust;
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
- h. Pittsburgh Corning Corporation Asbestos PI Trust;
- i. United States Gypsum Asbestos Personal Injury Settlement Trust; and
- j. WRG Asbestos PI Trust.

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor’s liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization proposed by the Debtor, the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and/or the Future Claimants’ Representative (the “**FCR**”) (collectively, such purposes, the “**Permitted Purposes**”).

4. Bates White, in its capacity as a Retained Expert (as defined herein) for DBMP, shall create a “**Matching Key**”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former CertainTeed Corporation (“**Old CT**”) that were resolved by settlement or verdict and for whom DBMP possesses SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “**DBMP Claimants**”), as well as a unique numerical pseudonym (the “**Claimant Pseudonym**”) assigned by Bates White and corresponding to each DBMP Claimant. On the same day the Debtor effects

service of the subpoenas authorized by this order (the “**Service Date**”), Bates White shall provide the Matching Key to the Manville Trust and DCPF. Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“**LAS**”), and Ankura Consulting Group, LLC (“**Ankura**”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

5. On or before the twenty-first (21st) day following the Service Date,<sup>5</sup> DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a DBMP Claimant and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before the twenty-first (21st) day following the Service Date, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any DBMP Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the DBMP Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on

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<sup>5</sup> If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however*, that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtor, DCPF and Manville Trust cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

6. DCPF and the Manville Trust shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. The notice from DCPF and the Manville Trust shall state that the data associated with the Matching Claimants, as described in paragraph 7 below, will be produced if they do not file a motion to quash the subpoena by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provisions of notice to their counsel of record by DCPF or the Manville Trust. DCPF and the Manville Trust shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, DCPF or the Manville Trust, as applicable, is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the "**Unnoticeable Claimants**"). DCPF and the Manville Trust shall provide the Debtor on or before the thirtieth (30th) day following the Service



Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtor, DCPF, and Manville Trust to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtor and DCPF or the Debtor and Manville Trust are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust shall produce to the Debtor the data described in paragraph 7 below relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “**Production Date**”).

7. On or before the applicable Production Date, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separately for each Trust) the following information pertaining to each Matching Claimant<sup>6</sup> (to the extent the relevant Trust databases contain such information) (the “**Anonymized Matched Production**”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;

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<sup>6</sup> For the avoidance of doubt, the term “Matching Claimants” referenced here includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

- e. Date claim paid by Trust, if paid;
  - f. If not approved or paid, status of claim; and
  - g. All exposure-related fields<sup>7</sup>, including:
    - i. Date(s) exposure(s) began;
    - ii. Date(s) exposure(s) ended;
    - iii. Manner of exposure;
    - iv. Occupation and industry when exposed; and
    - v. Products to which exposed.
8. The Anonymized Matched Production shall be used as follows:
- a. Subject to and without in any way limiting the restrictions described in paragraph 9(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and CertainTeed LLC (“**New CT**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production.
  - b. The Retained Experts (as defined in paragraph 9(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor’s database or other

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<sup>7</sup> DCPF’s Chief Operating Officer testified that, when claimants describe how they were exposed to products for which a DCPF Trust is responsible, it is possible that they may list individuals by name and/or SSN. To the extent any names or SSNs appear in any exposure-related field, DCPF and the Manville Trust may redact such names and SSNs prior to production of the Anonymized Matched Production. In addition, prior to delivery of the Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Anonymized Matched Production.

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

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

9. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, and any Anonymized Databases (together, the “**Confidential Trust Data**”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 251) (the “**Protective Order**”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in this case (collectively, the “**Authorized Representatives**”); *provided, however*, that the right of access to the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 9(b) immediately below.
- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 9(a) above, each entity whose Authorized Representatives will receive

access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

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

retained claims expert for the Debtor, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “**Retained Expert**”), and (iii) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 9(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 9(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 9(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could

reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

- f. If, in connection with a motion pursuant to paragraph 9(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.
  - g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
  - h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
  - i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
10. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

11. Within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later (the “**Deletion Date**”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) attest in the declaration specified in paragraph 12 that they have permanently deleted such files and any excerpts thereof in compliance with this Order; *provided, however*, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

12. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Trust Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Trust Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 9(g); and (d) complied with the requirements in paragraph 11 concerning the deletion of any Confidential Trust Data.



13. Subject to the requirements of paragraphs 8 and 9 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

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

15. The Debtor shall reimburse DCPF and the Manville Trust for their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

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

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY  
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*  
Case No. 20-30080 (JCW)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 9(b) of the above-referenced Order.*

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

On behalf of my employer, \_\_\_\_\_ [write in name of employer] ("**Employer**"), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

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

Pursuant to paragraph 11 of the Order, Employer will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY  
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*  
Case No. 20-30080 (JCW)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 9(b) of the above-referenced Order.*

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

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

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

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

Pursuant to paragraph 11 of the Order, I will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor, or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Dated: \_\_\_\_\_

**EXHIBIT E**

FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
March 24 2021  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



*Laura T Beyer*  
\_\_\_\_\_  
Laura T. Beyer  
United States Bankruptcy Judge

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

IN RE:

BESTWALL LLC,<sup>1</sup>

Debtor.

Case No. 17-BK-31795 (LTB)

Chapter 11

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004  
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY  
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 1237) (the “**Motion**”), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**Bestwall**”).<sup>2</sup> Based upon a review of the Motion, the further submissions of the parties,<sup>3</sup> the evidence presented, and the arguments of

<sup>1</sup> The last four digits of debtor’s taxpayer identification number are 5815. The Debtor’s address is 133 Peachtree Street, N.E., Atlanta, Georgia 30303.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

<sup>3</sup> The parties submitted the following with respect to the Motion: *Response and Objection of Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility to the Debtor’s Motion for Bankruptcy*

counsel at the hearing before the Court on January 21, 2021, and for the reasons stated in the Court’s bench ruling at the hearing on March 4, 2021 (the “**March 4, 2021 Ruling**”) (which ruling is incorporated herein by reference), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).
2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated in the March 4, 2021 Ruling.
3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 8 below on

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*Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response (Dkt. 1321); Objection of the Official Committee of Asbestos Claimants to Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1327); Objection of the Future Claimants’ Representative to Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1328); Buck Law Firm’s Clients’ Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1330); Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1332); Reply in Support of Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1354); Supplemental Objection of the Future Claimants’ Representative to Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. No. 1510); Supplemental Brief and Objection of the Official Committee of Asbestos Claimants to (I) Debtor’s Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires By Pending Mesothelioma Claimants and (II) Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1511); Statement of Interest on Behalf of the United States of America Regarding Estimation of Asbestos Claims (Dkt. 1557); Debtor’s Omnibus Supplemental Reply in Support of (I) Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and (II) Debtor’s Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires by Pending Mesothelioma Claimants (Dkt. 1565); The Official Committee of Asbestos Claimants Response to United States Statement of Interest (Dkt. 1581); Supplemental Submission by Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility in Further Opposition to the Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1612); The Official Committee of Asbestos Claimants’ Post-Hearing Brief Regarding Estimation-Related Motions (Dkt. No. 1614); Debtor’s Supplemental Brief on Discovery and Limiting Motions (Dkt. 1615); Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility Letter to the Court (Dkt. No. 1616); Debtor’s Reply to Trusts’ Letter Regarding Trust Discovery (Dkt. 1622).*



the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):<sup>4</sup>

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- c. Celotex Asbestos Settlement Trust
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
- f. Flintkote Asbestos Trust
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
- h. Pittsburgh Corning Corporation Asbestos PI Trust
- i. United States Gypsum Asbestos Personal Injury Settlement Trust
- j. WRG Asbestos PI Trust

The subpoenas seek evidence that is relevant to specific purposes in connection with estimation and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the Debtor’s development of its trust distribution procedures and evaluation of the procedures proposed by the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and the Future Claimants’ Representative (the “**FCR**”) in their proposed chapter 11 plan (collectively, the “**Permitted Purposes**”).

4. On or before March 31, 2021, the Debtor shall provide to the Manville Trust and DCPF a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former Georgia-Pacific LLC (“**Old GP**”) that were resolved by settlement or verdict and

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<sup>4</sup> The Debtor may also subpoena the DCPF Trusts if necessary to effectuate this Order.

for whom Debtor possesses SSNs, as well as the corresponding last names and SSNs of the injured parties if different from the claimant (the “**Bestwall Claimants**”). The list referenced in this paragraph may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in the last name field, and may also close spaces between parts of a name (e.g., “Van” or “De”).

5. On or before April 21, 2021, DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Bestwall Claimant in the Debtor’s claims database and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before April 21, 2021, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any Bestwall Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the Bestwall Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before April 30, 2021, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on the Meet and Confer List should

instead be classified as Matching Claimants. On or before May 26, 2021, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however,* that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after May 26, 2021.

6. DCPF and the Manville Trust (through its claims processing agent, Claims Resolution Management Corporation (“**CRMC**”)) shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. DCPF and CRMC (each, a “**Notifying Facility**”) shall inform such counsel that the Matching Claimants' data described in paragraph 8 below will be produced if they do not notify the Notifying Facility and the Debtor in writing by May 12, 2021 that the Matching Claimant intends to file a motion to quash.

- a. If counsel for any Matching Claimant communicates to the Notifying Facility and the Debtor by May 12, 2021 an intent to file a motion to quash the subpoena, the Notifying Facility shall stay the production of any data relating to such Matching Claimant for an additional two weeks. If a motion to quash is filed by May 24, 2021, the Notifying Facility will stay the production of any data relating to such Matching Claimant until such motion is resolved.
- b. If a motion to quash is not filed by May 24, 2021, the Notifying Facility shall produce to Debtor the data described in paragraph 8 below relating to the Matching Claimant on or before May 28, 2021.

7. If counsel for any Matching Claimants do not on or before May 12, 2021 notify the Notifying Facility and the Debtor that the Matching Claimant intends to file a motion to quash the subpoena, the Notifying Facility shall produce to the Debtor's expert, Bates White, the information in paragraph 8 relating to any such Matching Claimants on or before May 28, 2021.

8. Subject to the procedures set forth in paragraph 6 above, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separated by Trust) the following information pertaining to Matching Claimants<sup>5</sup> (to the extent the relevant Trust databases contain such information) (the "**Matched Production**"):

- a. Full name of injured party;
- b. Injured party SSN;
- c. Gender of injured party;
- d. Date of birth of injured party;
- e. Date of death of injured party;
- f. State of residency of injured party;
- g. Date of diagnosis of injured party;
- h. Claimed disease and disease body site (if available);
- i. Full name of any claimant who is not the injured party and his or her SSN;
- j. Claimant's law firm (with email and address of contact person), jurisdiction of tort claim filing, and date of tort claim filing;
- k. Date claim filed against Trust;
- l. Date claim approved by Trust, if approved;
- m. Date claim paid by Trust, if paid;

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<sup>5</sup> For the avoidance of doubt, the term "Matching Claimants" referenced here and elsewhere in this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants, but excludes any other claimants on the Meet and Confer List.

- n. If not approved or paid, status of claim;
  - o. All exposure-related fields, including:
    - i. Date(s) exposure(s) began;
    - ii. Date(s) exposure(s) ended;
    - iii. Manner of exposure;
    - iv. Occupation and industry when exposed; and
    - v. Products to which exposed;
  - p. Mode of review selected; and
  - q. Mode of review under which claim was approved and paid.
9. The Matched Production shall be used as follows:
- a. Bates White shall assign a unique identifier to each claimant record in the Matched Production and may use the date of birth and date of death fields to create age fields for each claimant record, rounded to the nearest year;
  - b. Bates White shall create a separate file (the “**Matching Key**”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by DCPF and the Manville Trust pursuant to paragraph 8 include such information):
    - i. Full name of injured party;
    - ii. Injured party SSN;
    - iii. Date of birth of injured party;
    - iv. Date of death of injured party; and
    - v. Full name of any claimant who is not the injured party and his or her SSN.

For the avoidance of doubt, nothing in this paragraph 9(b) should be construed as modifying or expanding the scope of DCPF's and the Manville Trust's disclosure obligations under paragraph 8.

- c. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields contained within the Matching Key (except the unique identifier and the year of the date of birth and the year of any date of death). The resulting database will be the “**Anonymized Matched Production.**” Bates White shall then provide a copy of the Matching Key and the Anonymized Matched Production to Legal Analysis Systems, Inc. and Ankura Consulting Group, LLC, each in its capacity as a Retained Expert (as defined herein) for the ACC and the FCR, respectively. Within four weeks after the final production of any Matching Claimant's data or the resolution of all pending motions to quash described in paragraph 6, whichever is later, Bates White shall serve a declaration on DCPF, the Manville Trust, and the other Parties (as defined herein) that attests to the creation of the Anonymized Matched Production and the Matching Key pursuant to this Order; and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be deemed “Confidential” pursuant to the Protective Order (as defined herein).
- d. Subject to and without in any way limiting the restrictions described in paragraph 10(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and Georgia-Pacific LLC (“**New GP**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise

entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production upon request to Bates White.

- e. The Retained Experts (as defined in paragraph 10(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor's database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however*, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. Absent further order by this Court, no Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other

record of any kind linking the complete set of unique identifiers in the Anonymized Matched Production to the Matching Key.

- f. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor's database or other sources of information, such Retained Expert shall delete from any resulting database any datafields or information of the type contained within paragraphs 9(b)(i) to 9(b)(v), without regard to whether such information was derived from data produced by DCPF or the Manville Trust or other sources of information (any such database being an "**Anonymized Database**").

10. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, any Anonymized Databases, and (while it exists) the Matched Production (together, the "**Confidential Trust Data**") shall be deemed "Confidential" pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 337) (the "**Protective Order**"). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party's Retained Expert (defined below) in this case (collectively, the "**Authorized Representatives**"); *provided, however*, that the right of access to



the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 10(b) immediately below.

- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 10(a) above, each entity whose Authorized Representatives will receive access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, Legal Analysis Systems, Inc., and Ankura Consulting Group, LLC, each in its capacity as a retained claims expert for the Debtor, the ACC, and the FCR, respectively, (ii) the Parties' other retained experts (consulting or testifying) in this case (if any), and (iii) to the professional staff employed by such experts (each of (i), (ii), and (iii), a "**Retained Expert**"), and (iv) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert's network, accessible only to individuals authorized to access the Matching Key under this paragraph 10(d), and the same data security requirement shall apply to

any other person granted access to the Matching Key under this paragraph 10(d).

Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data, including without limitation the kinds of claimant data listed in paragraphs 9(b)(i) to 9(b)(v) above, shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 10(e) shall also apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.
- f. If, in connection with a motion pursuant to paragraph 10(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

- g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
  - h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.
  - i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.
11. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.
12. Within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, the Parties and any Authorized Representatives (and any of their associated entities), including without limitation any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form

annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) certify in writing to DCPF and the Manville Trust that they have permanently deleted such files and any excerpts thereof.

13. Subject to the requirements of paragraphs 9 and 10 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

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

15. Debtor shall reimburse DCPF and the Manville Trust their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

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

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY  
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*  
Case No. 17-BK-31795 (LTB)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 10(b) of the above-referenced Order.

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

On behalf of my employer, \_\_\_\_\_ [write in name of employer] (“**Employer**”), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

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

Pursuant to paragraph 12 of the Order, Employer will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a

final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_



**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY  
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*  
Case No. 17-31795 (LTB)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 10(b) of the above-referenced Order.*

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

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

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

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

Pursuant to paragraph 12 of the Order, I will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT F**

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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

IN RE: : Case No. 17-31795-LTB  
BESTWALL LLC, : Chapter 11  
Debtor, : Charlotte, North Carolina  
Thursday, March 4, 2021  
: 9:34 a.m.

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TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE LAURA TURNER BEYER,  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (via ZoomGov):

For the Debtor: Robinson, Bradshaw & Hinson, P.A.  
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Proceedings recorded by electronic sound recording; transcript produced by transcription service.

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9 For Rick Bankston, Member  
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5 Young Conaway  
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15 Bankruptcy Administrator  
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Charlotte, NC 28202

16

17 JON INT-HOUT  
Technology Consultant

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1 counsel. I am convinced, however, based on comparing the  
2 debtor's questionnaire to those used in prior asbestos cases  
3 that it is consistent with those questionnaires, if not more  
4 finely well tuned in light of experience gained from prior  
5 cases.

6 In addition, the debtor has taken steps to minimize  
7 the burden of completing the questionnaire by allowing  
8 claimants' firms to attach documents in lieu of providing  
9 explanation on the questionnaire, by creating a fillable PDF in  
10 which claimants can type their answers, and, hopefully, by the  
11 use of an electronic portal to which the claimants can submit  
12 the questionnaires.

13 Finally, with respect to delay, the questionnaire  
14 requires that it be returned within four months of service,  
15 which is consistent with every questionnaire attached to the  
16 debtor's motion and the Court's timeline for getting to an  
17 estimation proceeding.

18 The Court grants the personal injury questionnaire  
19 motion, subject to the concessions that were agreed to by the  
20 debtor at the conclusion of the hearings in January. The  
21 debtor has agreed to limit the questionnaire to the pre-1978  
22 joint compound products and also agreed to having a product  
23 list go out with the questionnaires.

24 With respect to the motion for Rule 2004 examination  
25 of bankruptcy trusts, I conclude I should grant the debtor's

1 motion for Rule 2004 exam of bankruptcy trusts pursuant to Rule  
2 2004 and that the debtors have met their burden of showing that  
3 the information sought is both relevant and necessary to the  
4 case. The information is relevant to the determination of  
5 whether pre-petition settlements of mesothelioma claims provide  
6 a reliable basis for estimating the debtor's asbestos liability  
7 which has been put at issue by the ACC and the FCR. It's  
8 relevant to Dr. Bates' estimation of the debtor's liability and  
9 it will assist the debtor in developing its trust distribution  
10 procedures and evaluating those procedures proposed by the ACC  
11 and the FCR in their plan. And I'm sufficiently convinced  
12 based on the evidence introduced by the debtor regarding the  
13 eight cases in which it alleges there was a failure to disclose  
14 material exposure evidence that there's a good faith basis for  
15 the trust discovery it seeks.

16 But I share Mr. Rubinstein's concerns about the  
17 confidential, proprietary, and inherently sensitive nature of  
18 the data that would be collected by the debtor. So I will  
19 grant the motion subject to the following conditions:

20 Particularly in light of the lessons the Court learned  
21 in Garlock, it would be appropriate to order the production of  
22 information from the trusts be anonymized by Bates White after  
23 it is produced, as Judge Whitley ordered in the confirmation  
24 phase of the Garlock case.

25 With respect to the matching protocol, the Court will



1 require the debtor to provide the trusts with a full Social  
2 Security number, plus another identifier. I understood  
3 Mr. Cassada to suggest last name and Mr. Rubinstein seemed to  
4 be in agreement with that. So I will require Social, full  
5 Social Security number and last name to be used for the  
6 matching protocol.

7 The debtor will be limited to using the data for  
8 purposes of estimation and confirmation in this case.

9 And finally, I agree with Mr. Rubinstein that access  
10 should be limited to people who have a clear need to know.

11 Again, I grant the motion subject to the concession  
12 agreed to by the debtor, that if they get matches from the  
13 trusts for *pro se* claimants, that those matches will be  
14 excluded from the discovery or not viewed as having Bestwall  
15 claims as well as subject to the agreement reached between  
16 Mr. Cassada and Mr. Rubinstein regarding the merged database  
17 and its confidential treatment as well as the date certain for  
18 the deletion of trust data.

19 Now I'll turn to the shaping motions and I'll make  
20 just a few general comments about those motions before I rule  
21 on each specific motion.

22 With respect to estimation, I remain focused on the  
23 need to avoid undue delay utilizing estimation as an  
24 opportunity to advance the resolution of this case and due  
25 process. In the context of reminding me about the factors on

**EXHIBIT G**



1 APPEARANCES (continued):

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1 So he may feel differently than me, but I --

2 THE COURT: Do you want to ask him?

3 MR. EWING: Well, I, I think I have, but, but I think  
4 our position would be, you know, we are again concerned about  
5 getting ruling in this case, get the ruling in Bestwall. We  
6 share the same concern, also especially to the extent it can  
7 affect if we're forced to produce documents, you know.

8 THE COURT: Uh-huh (indicating an affirmative  
9 response).

10 MR. EWING: I mean, that's just another factor in  
11 there. Because that, you know, we could be told to produce one  
12 set of documents in this case, a slightly different thing in  
13 Bestwall, and then they could change again and again.

14 THE COURT: Uh-huh (indicating an affirmative  
15 response).

16 MR. EWING: And so we do think it would be more  
17 efficient maybe in the long run if the Court held its ruling or  
18 even if the Court didn't hold its ruling, that the Court at  
19 least held our compliance deadline until all this could be  
20 sorted out. Then we could only produce, we'd only have to  
21 produce one set of documents and essentially the same thing.

22 Thank you.

23 THE COURT: And, and potentially, that would be until  
24 the Third Circuit ruled. I was thinking more of the next time  
25 around in front of Judge Connolly, but --

1 MR. EWING: Well, you know, your Honor, the DCPF and  
2 the Manville Trust are not parties to the Delaware litigation.  
3 I don't really know where that's at, but --

4 THE COURT: Uh-huh (indicating an affirmative  
5 response).

6 MR. EWING: -- I, I assume the debtor, I assume the  
7 debtor does and I guess that may be right.

8 THE COURT: Okay. Well, all right.

9 I guess what I want to say at this point is I, I  
10 alluded to this early on about, in great measure, this is, this  
11 is procedural and Judge Beyer and I try to do our best to stay  
12 consistent on procedure, so. We don't always manage it, but  
13 we're likely to see things in the same way, having been raised  
14 in the same court and, and having similar cases here.

15 The bottom line is I'm inclined to -- I agree with  
16 Bestwall on this, as modified. I think we've got to bear in  
17 mind what Judge Connolly has done. So I'm inclined to grant  
18 this motion without the PII, effectively allowing the proposed  
19 keying with the, the relevant so that it can be matched up when  
20 it comes back to the debtor, but anonymized when it's produced.  
21 I think it's relevant. Other courts have found that.  
22 Basically, I'm adopting Judge Beyer's original ruling, but  
23 modified for the requirements that the district court has.

24 And so I think we've got information that is necessary  
25 and relevant to an estimation here. I can go through all the



1 other arguments that have been made, but effectively, on the  
2 things other than the technical issues I'm foursquare with  
3 Judge Beyer on this. Whether the debtor relied on it or not, I  
4 think it's something we sort out once we get to an estimation  
5 hearing. I don't think that's a basis to foreclose it. The  
6 debtor's -- the argument that the debtor should already know  
7 about the trusts reason, we don't need this and don't need to  
8 burden the trusts, well, it doesn't sound like it to me.

9           But I agree that with Judge Connolly's input we need  
10 to have the pre-disclosure anonymization. We'll use the  
11 debtor's arrangement where the debtor proposed to provide the  
12 list and the like and then it comes back under the pseudonyms.  
13 That, and the fact that there's no personal injury, personal  
14 identifying information now satisfies the privacy concerns, at  
15 least from my perspective. We'll see what Delaware thinks  
16 about it.

17           But the bottom line is the debtor needs to be able to  
18 match or otherwise, this is unusable to it for its purposes and  
19 it sounds like the experts all agree on that. Whether they  
20 agree that you should get it or not is something else.

21           I would say that, also, the fact that Judge Hodges  
22 relied on this heavily in his estimation decision, I think,  
23 accentuates both the relevance and the need for the  
24 information.

25           Now don't jump to any conclusions there. I think

1 Judge Beyer may have said this to you before, but from my  
2 vantage point, I have no present idea whether I will adopt  
3 Judge Hodges' methodology or not. I, I have never really tried  
4 to get down in the weeds except to the extent y'all've talked  
5 about it in court and to go wade through all 60 or 90 pages of  
6 his estimation opinion. I have a great deal of regard for his  
7 opinions, but as has been pointed out before, Judge Fitzgerald  
8 wasn't much on that theory at all and I, I think a lot of her  
9 as well. So don't, don't get too excited.

10 But the bottom line, and including the proposed  
11 stringent confidentiality use restrictions, I think that with  
12 that I, I would be inclined to grant the motion now and we'll  
13 just see where we, we go.

14 So that one, I'm going to call upon the, the debtor to  
15 propose an order consistent with the remarks.

16 All right. Time for another question. I want to talk  
17 now about the personal injury questionnaire, No. 3 on the  
18 matter.

19 It is a curiosity to me that I've got Aldrich under  
20 submission right now with the debtor wanting to use,  
21 effectively, a bar date and a, and a follow-on questionnaire  
22 and in here, we're, we're talking about a PIQ. Just from  
23 personal efficiency, I sort of hate to have two different  
24 methodologies in two very similar cases and my question is --  
25 the debtor didn't ask for the bar date -- but do the parties

**EXHIBIT H**

# MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.

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JOHN J. TIGUE, JR.  
1939-2009

\*ALSO ADMITTED IN CALIFORNIA AND WASHINGTON, D.C.  
\*\*ALSO ADMITTED IN CONNECTICUT  
\*\*\*ALSO ADMITTED IN WASHINGTON, D.C.

September 5, 2012

## By Federal Express

Garland S. Cassada, Esq.  
Robinson, Bradshaw & Hinson, P.A.  
101 North Tryon Street, Suite 1900  
Charlotte, North Carolina 28246

Re: *In re: Garlock Sealing Technologies LLC*, 10-BK-31607

Dear Garland:

Enclosed, on behalf of the Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal-Mogul Asbestos Personal Injury Trust, the Owens Corning/Fibreboard Asbestos Personal Injury Trust, and the United States Gypsum Asbestos Personal Injury Settlement Trust (collectively, the "Producing Trusts") are six separate CD-ROMs containing trust information called for by Judge Hodges's Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, dated August 7, 2012 (the "Order").

The data fields and information being produced by the Producing Trusts have been limited to the specific categories of information required to be produced under the terms of the Order for those individuals whose names and social security numbers, as maintained by the Producing Trusts, exactly matched the names and social security numbers supplied by Debtors in connection with their subpoena and the Order. The Producing Trusts hereby designate this trust information as "Confidential" pursuant to the Order.



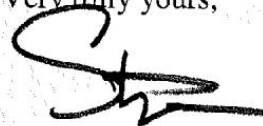
**MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.**

Garland S. Cassada, Esq.  
September 5, 2012  
Page 2

Consistent with Paragraph 6 of the Order, we will provide you with information regarding the costs associated with this production by separate correspondence.

Please do not hesitate to contact me at (212) 880-9475 if you have any questions regarding the enclosed materials or any other matter.

Very truly yours,



Stephen M. Juris

Enc.

cc: Trevor W. Swett III, Esq. (w/enclosures)  
Edwin J. Harron, Esq. (w/o enclosures)

**EXHIBIT I**

FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
Jul 24 2015  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



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

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

IN RE:  
  
GARLOCK SEALING TECHNOLOGIES LLC,  
et al.,  
  
Debtors.<sup>1</sup>

Case No. 10-BK-31607  
Chapter 11  
Jointly Administered

**ORDER GRANTING IN PART AND DENYING IN PART DEBTORS' MOTION FOR  
LEAVE TO SERVE SUBPOENA ON MANVILLE TRUST**

This matter came before the Court pursuant to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4599) (the "Motion"), filed to obtain discovery relevant to the hearing on confirmation of Debtors' Second Amended Plan of Reorganization (the "Confirmation Hearing"). Upon consideration of the Motion, the Objection of Non-Party Manville Personal Injury Settlement Trust to the Debtors' Motion for Leave to Serve Subpoena

<sup>1</sup>The Debtors in these jointly administered cases are Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and The Anchor Packing Company.

(Docket No. 4638), the Response and Limited Objection of the Official Committee of Asbestos Personal Injury Claimants to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4644), Debtors' Reply in Support of Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4646), the Sur-Reply of Non-Party Manville Personal Injury Settlement Trust to Debtors' Motion for Leave to Serve Subpoena (Docket No. 4660), and the arguments of counsel at the hearing on June 17, 2015, and for the reasons stated on the record at the hearing on June 30, 2015, the Court grants the Motion in part and denies the Motion in part and hereby orders as follows:

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

2. Debtors are authorized to issue and serve a subpoena on the Manville Personal Injury Settlement Trust (the "Manville Trust") forthwith, consistent with the terms and conditions of this Order. Debtors shall reimburse the Manville Trust's reasonable expenses in complying with the subpoena.

3. On or before July 15, 2015, Debtors shall provide to the Manville Trust a list (in electronic, text searchable format) of first and last names, in separate fields, for claimants listed as having pending non-mesothelioma or unknown disease claims in the latest version of Debtors' claims database. The list may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name ("executor," "deceased," "dec," etc.) but that may be contained in the first and last name fields, and may also



close spaces between parts of a name (i.e., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

4. On or before July 31, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 3 above with the filings in the Manville Trust database whose injured party datafield or related claimant datafield matches a first and last name in the list provided by Debtors (“Initial Matching Claimants”). In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Initial Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Initial Matching Claimants’ data will be produced if they do not notify the Manville Trust and Debtors in writing, within 14 days (*i.e.*, by August 14, 2015), that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or that the Initial Matching Claimant intends to file a motion to quash.

- a. If an Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, counsel for such Initial Matching Claimant shall notify both the Manville Trust and Debtors’ counsel, in writing, on or before August 14, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Initial Matching Claimant.
- b. If counsel for any Initial Matching Claimant communicates to the Manville Trust by August 14, 2015 an intent to file a motion to quash the subpoena, the Manville

Trust shall stay the production of any records relating to such Initial Matching Claimant for an additional two weeks (*i.e.*, until August 28, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Initial Matching Claimant until such motion is resolved.

If a motion is not filed within that time, the Manville Trust shall produce to Debtors the records described in paragraph 4(c) below relating to the Initial Matching Claimant on or before September 4, 2015.

- c. If counsel for any Initial Matching Claimants do not on or before August 14, 2015 (i) notify the Manville Trust and Debtors that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or (ii) communicate to the Manville Trust an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the information in paragraph 5 relating to any such Initial Matching Claimants on or before August 28, 2015, as well as a copy of the computer code the Manville Trust used to identify the Initial Matching Claimants.
  - d. The records produced by the Manville Trust relating to the Initial Matching Claimants are referred to herein as the “Initial Production.”
5. The Manville Trust shall produce to Debtors (in electronic database format) the following information pertaining to Initial Matching Claimants (to the extent the Manville Trust database contains such information):
- a. Manville POC number;
  - b. Injured party name;
  - c. Related party name;

- d. Social Security number;
- e. Date of birth;
- f. Gender;
- g. Claimant address and contact information;
- h. Date of death (if applicable);
- i. Whether death was asbestos-related (if applicable);
- j. Personal representative (if any);
- k. Law firm representing claimant;
- l. Whether Manville Trust claim has been approved or paid;
- m. Date Manville Trust claim was filed;
- n. Disease level, both as filed and as approved, and related database fields including diagnosis date, diagnosing doctor, diagnosing facility, claimant B-reader, medical audit, disease category, PFT, and ILO score(s) and related diagnosis assessment fields;
- o. Claim type (i.e., first injury claim or second injury claim);
- p. Amount paid by Manville Trust to claimant (if applicable);
- q. Database fields containing exposure information, including occupation, industry, dates of exposure, and related database fields in the “exposure” table;
- r. Database fields containing information about tort suit, including jurisdiction and other such database fields;
- s. Smoking history;
- t. Nature of co-worker’s exposure (if applicable); and

- u. Copies of medical records, exposure affidavits, death certificates, and other non-privileged documents maintained by the Manville Trust and typically provided to co-defendants pursuant to subpoena, linked to Manville POC number.
6. Debtors' claims expert (Bates White) shall use the following data fields from the Initial Production (as well as any other data fields that can reliably be used for this purpose) in conjunction with its standard matching algorithms to identify claimants in the Initial Production who do not in fact have pending claims against Debtors according to their database ("Non-Matching Claimants"):
- a. Injured party name;
  - b. Related claimant name;
  - c. Claimant address and contact information;
  - d. Personal representative (if any);
  - e. Social Security number;
  - f. Date of birth;
  - g. Date of death (if applicable);
  - h. Disease level (both as filed and as approved);
  - i. Lawsuit filing date;
  - j. Law firm representing claimant; and
  - k. Jurisdiction.
7. After identifying Non-Matching Claimants, Bates White shall perform the following tasks:
- a. Bates White shall permanently delete the records of Non-Matching Claimants from the Initial Production (thus creating the "Matched Production").

- b. Bates White shall assign a unique identifier to each claimant record in the Matched Production.
- c. Bates White shall create a separate file (the “Matching Key”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by the Manville Trust include such information):
  - i. Manville POC number, injured party name, related claimant name, SSN, date of birth (except month and year for each claimant), claimant address and contact information;
  - ii. Personal representative name, SSN, address and contact information;
  - iii. Occupationally exposed person name, SSN, address and contact information;
  - iv. Other exposed person name, SSN, address and contact information;
  - v. Exposure affiant name;
  - vi. Dependent name;
  - vii. Dependent date of birth (except year for each dependent); and
  - viii. Lawsuit case numbers (except jurisdiction).

The Matching Key shall also contain the documents listed in paragraph 5(u) of this Order, linked to the unique identifier and other fields.

- d. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields and documents contained within the Matching Key. The resulting database will be the “Anonymized Matched Production.”
- e. Bates White shall store the Matching Key in a separate, password-protected folder on its network, accessible only to Bates White professionals engaged in work

relating to the Confirmation Hearing (or, in the case of the documents in paragraph 5(u), a litigation support company engaged to extract data from such documents and that signs a joinder to the Stipulated Protective Order). The Matching Key shall be used only for the following purposes: (i) matching and combining the Anonymized Matched Production, on a claimant-by-claimant basis, with data from Debtors' database or other sources, (ii) verifying the accuracy of any matching of data performed by any expert for the Committee, (iii) defending challenges to the accuracy of Bates White's matching of such data to other data sources, and (iv) in the case of the documents listed in paragraph 5(u) of this Order, to perform expert analysis relating to the Confirmation Hearing (by extracting data from those documents and adding such extracted data to the Anonymized Matched Production, so long as the extracted data does not include claimant identifying information including claimant identifying information of the type contained within paragraphs 7(c)(i) to 7(c)(viii) (which, for purposes of this Order, may also include, without limitation, information such as Medicare HIC numbers, Medicaid identification numbers, and patient record locator numbers)). Absent further order by this Court, Debtors and Bates White shall not use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the unique identifiers in the Anonymized Matched Production to the Matching Key. To the extent the Matching Key is used to match the Anonymized Matched Production, on a claimant-by-claimant basis, to Debtors' database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete

from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

8. On or before September 18, 2015, Bates White shall serve a declaration on the Manville Trust and the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) that describes the process used to match claimants and identify Non-Matching Claimants, attests to the permanent deletion of the records of Non-Matching Claimants; identifies the Non-Matching Claimants whose records were deleted; attests to the creation of the Anonymized Matched Production and the Matching Key (and the deletion of the records contained in the Matching Key from the Matched Production); and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. Bates White shall contemporaneously serve the Manville Trust and the Committee with copies of the computer code for the matching algorithms used (“Matching Code”), Matching Key and Anonymized Matched Production, on a password-protected hard drive. The Committee and any of its experts shall likewise store the Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing. To the extent the Matching Key is used by the Committee or its agents to match the Anonymized Matched Production, on a claimant-by-claimant basis, to any other database or other sources of information, the Committee and its agents shall delete from any resulting database any datafields, information or documents of the type contained within

paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Committee, or any other public or nonpublic source (any such database being an “Anonymized Database”).

9. On or before October 13, 2015, Debtors shall provide to the Manville Trust (in electronic, text searchable format) a list of first names, last names, and SSNs, in separate fields, for claimants and associated related claimants who filed proofs of claim in this bankruptcy case alleging non-mesothelioma or unknown disease claims and who were not in the Matched Production.

10. On or before October 27, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 9 above with the following records in the Manville Trust database (together, “Supplemental Matching Claimants”): (a) Manville Trust records where the injured party or related claimant SSN matches the injured party or related claimant SSN provided by Debtors, (b) Manville Trust records where the injured party or related claimant first name, last name, and last four digits of SSN match the injured party or related claimant first name, last name, and last four digits of SSN provided by Debtors; or (c) in the case of claimants who did not provide an SSN in their proof of claim form or ballot, Manville Trust records where the injured party or related claimant first and last name matches the claimant or related claimant first and last name in the list provided by Debtors. In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Supplemental Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Supplemental Matching Claimants’ data will be produced if they do



not notify the Manville Trust and Debtors in writing, within 7 days (*i.e.*, by November 3, 2015) that the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, or that the Supplemental Matching Claimant intends to file a motion to quash.

- a. If the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, counsel for such Supplemental Matching Claimant shall notify both the Manville Trust and Debtors' counsel, in writing, on or before November 3, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Supplemental Matching Claimant.
- b. If counsel for any Supplemental Matching Claimant communicates to the Manville Trust and Debtors before November 3, 2015 an intent to file a motion to quash the subpoena, the Manville Trust shall stay the production of any records relating to such Supplemental Matching Claimant for one week (*i.e.*, until November 10, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Supplemental Matching Claimant until such motion is resolved. If a motion is not filed on or before November 10, 2015, the Manville Trust shall produce to Debtors the records described in Paragraph 10(b) below relating to the Supplemental Matching Claimant on or before November 11, 2015.
- c. If counsel for any Supplemental Matching Claimants do not communicate to the Manville Trust and Debtors before November 3, 2015 (i) that the Supplemental Matching Claimant has not filed a proof of claim, or (ii) an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the

information in paragraph 5 relating to any such Supplemental Matching Claimants on or before November 4, 2015, as well as a copy of the computer code the Manville Trust used to identify Supplemental Matching Claimants.

- d. The records produced by the Manville Trust relating to the Supplemental Matching Claimants are referred to herein as the “Final Production.”
- e. Promptly upon the production of the Final Production, Bates White shall follow the procedures in paragraphs 6 and 7 to identify Non-Matching Claimants in the Final Production; delete the records of Non-Matching Claimants in the Final Production; separate the Final Production into a Second Anonymized Matched Production and Second Matching Key; and then add the Second Anonymized Matched Production and Second Matching Key to the Anonymized Matched Production and Matching Key to create the “Final Anonymized Matched Production” and “Final Matching Key.”

11. For the avoidance of doubt, the requirements set forth in paragraph 7 above relating to the use and deletion of datafields, information and/or documents contained within the Matching Key apply with full force and effect to the datafields, information and/or documents contained in the Second Matching Key and Final Matching Key. Accordingly, to the extent the Second Matching Key and/or Final Matching Key are used to match the Second Anonymized Matched Production, the Final Anonymized Matched Production, and/or any other records produced by the Manville Trust on a claimant-by-claimant basis, to Debtors’ database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was

derived from data produced by the Manville Trust, data and information already maintained by Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

12. On or before November 16, 2015, Bates White shall serve on the Manville Trust and Committee a second confidential declaration in the form of the one described in paragraph 8 above, and shall contemporaneously serve Manville Trust and the Committee with copies of the Final Anonymized Matched Production and Final Matching Key. Bates White shall be bound by the same restrictions contained in paragraph 7(e) above with respect to the Final Matching Key. The Committee and any of its experts shall likewise store the Final Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing, and shall be subject to the same restrictions contained in paragraph 8 above with respect to the Final Matching Key.

13. The Final Matching Key and Final Anonymized Matched Production as well as (while they exist) the Initial Production, Second Production, and intermediate steps before creation of the Final Matching Key and Final Anonymized Matched Production (including the Matched Production, the Matching Key, the Anonymized Matched Production, the Second Matching Key, and the Second Anonymized Matched Production), the declarations required by paragraphs 8 and 12, and any Anonymized Databases (together, “Manville Confidential Information”) and the Matching Code shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. In addition to and without diminution of the protections in that Order, the provisions in this Order will apply, including the following:

- a. Records relating to Non-Matching Claimants shall not be used for any purpose.

- b. For the purposes of Section 5 of the Stipulated Protective Order, the Court hereby rules that Manville Confidential Information is appropriately treated as Confidential.
- c. No claimant-specific data from or derived from the Manville Confidential Information, including without limitation the kinds of claimant information listed in paragraphs 7(c)(i) through 7(c)(viii) above, shall be (i) offered as evidence in the Confirmation Hearing, (ii) placed on the public record, or (iii) filed with the Bankruptcy Court, the District Court, or any reviewing court, absent further order by this Court made after notice of hearing of a motion authorizing such use (with notice to claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust), brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- d. Without diminishing or limiting the restrictions set forth in paragraph 13(c) above, such Manville Confidential Information that is not subject to the terms of paragraph 13(c) may be offered as evidence in the Confirmation Hearing or otherwise placed on the public record, but only upon further order of the Court made after notice of hearing of a motion authorizing such use, brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- e. If, in connection with a motion pursuant to Paragraph 13(c) or (d), or any response to such motion, a party proposes to place such Manville Confidential Information under seal, that party shall have the burden of making the showing required for sealing under applicable law.

- f. In addition to, and without diminution of any other use restrictions in this Order, the Manville Confidential Information shall be used only in connection with the Confirmation Hearing.
  - g. Notwithstanding the foregoing, in the course of the Confirmation Hearing and solely for the purposes thereof, a party may use in the Bankruptcy Court, or any reviewing court, summaries or analyses derived from Manville Confidential Information if such material is redacted so as not to reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
  - h. Likewise, nothing herein shall prohibit an expert witness with access pursuant to the Stipulated Protective Order from using or referring to Manville Confidential Information in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning Manville Confidential Information, so long as such testimony, summary, or report does not reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
14. Pursuant to section 105(a) of the Bankruptcy Code, none of the Manville Confidential Information shall be subject to subpoena or otherwise discoverable by any person or entity other than the Debtors, the Committee, the Future Asbestos Claimants' Representative ("FCR"), or Coltec Industries Inc. ("Coltec"). If the FCR or Coltec request copies of the Manville Confidential Information, they shall be bound by all the provisions of this order that apply to the Debtors, Bates White, and the Committee.

15. Within one month after the later of the entry of a final confirmation order or the exhaustion of any appeals therefrom, the parties and any retained professionals, experts or agents possessing the Final Anonymized Matched Production and Final Matching Key (or any other Manville Confidential Information) shall (i) permanently delete those files, and any excerpts thereof, without in any way retaining, preserving, or copying the Final Anonymized Matched Production, Final Matching Key, or Manville Confidential Information, and (ii) certify in writing to the Manville Trust that they have permanently deleted such files and any excerpts thereof.

16. Subject to the requirements of paragraphs 7, 8, 11, 12, and 13 of the Order, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Confirmation Hearing in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Manville Confidential Information.

17. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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

United States Bankruptcy Court

# EXHIBIT H

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

---

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

---

**AMENDED NOTICE OF HEARING**

NOTICE IS HEREBY GIVEN that Aldrich Pump LLC, et al., Debtors in the above-captioned cases, have filed the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (Dkt. No. 1111) (the “Motion”).

If a copy of the Motion is not included with this Notice, a copy may be viewed at the Court’s website, [www.ncwb.uscourts.gov](http://www.ncwb.uscourts.gov) under Debtor Aldrich Pump LLC’s name and case number, you may obtain a copy of the Motion from the Debtors’ claims and noticing agent at [www.kcellc.net/aldrich](http://www.kcellc.net/aldrich), or you may request in writing a copy from the undersigned counsel to the Debtors.

**YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THESE BANKRUPTCY CASES. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**IF YOU DO NOT WANT THE COURT TO GRANT THE RELIEF REQUESTED IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN ON OR BEFORE FRIDAY, MAY 6, 2022, YOU MUST:**

- (1) A. File with the Bankruptcy Court a written objection at:
  - Clerk, United States Bankruptcy Court
  - 401 W. Trade Street
  - Charlotte, North Carolina 28202
- B. If you have your attorney file a written objection then the objection should be filed with the Bankruptcy Court by electronic means through the Court’s website, [www.ncwb.uscourts.gov](http://www.ncwb.uscourts.gov) under the jointly administered name and case number shown above.



(2) Serve the objection pursuant to the procedures set forth in the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* (Dkt. No. 123).

(3) Attend the hearing scheduled for May 26, 2022, at 9:30 a.m. EDT or as soon thereafter as the matter can be heard in the Bankruptcy Courtroom 2B, 401 West Trade Street, Charlotte, North Carolina. You should attend this hearing if you file an objection.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an Order granting the relief requested. No further notice of that hearing will be given.

This the 13<sup>th</sup> day of April, 2022.

RAYBURN COOPER & DURHAM, P.A.

/s/ John R. Miller, Jr.  
John R. Miller, Jr.  
N.C. State Bar No. 28689  
1200 Carillon, 227 W. Trade Street  
Charlotte, North Carolina 28202  
Telephone: 704-334-0891

ATTORNEYS FOR DEBTORS

# EXHIBIT I

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

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

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**CERTIFICATE OF SERVICE**

I, Priscilla Romero, depose and say that I am employed by Kurtzman Carson Consultants LLC (“KCC”), the claims and noticing agent for the Debtors in the above-captioned case.

On April 8, 2022, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C**, **Exhibit D**, and **Exhibit E**:

- **Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC** [Docket No. 1111]

Furthermore, on April 11, 2022, at my direction and under my supervision, employees of KCC caused to be served the document above via First Class Mail upon the service list attached hereto as **Exhibit F**.

Dated: April 15, 2022

/s/ Priscilla Romero  
Priscilla Romero  
KCC  
222 N Pacific Coast Highway,  
3<sup>rd</sup> Floor  
El Segundo, CA 90245  
Tel 310.823.9000

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

# Exhibit A

## Exhibit A

Master Service List  
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Local Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	Burt & Cordes, PLLC	Stacy C. Cordes and Meghan Abernathy	scordes@burtcordeslaw.com
Counsel to the Official Committee of Asbestos Personal Injury Claimants	Caplin & Drysdale Chartered	Kevin C Maclay, Todd E Phillips	kmaclay@capdale.com; tphillips@capdale.com
Counsel to Century Indemnity Company, Federal Insurance Company, Pacific Employers Insurance Company, Westchester Fire Insurance Company, ACE American Insurance Company, and ACE Property & Casualty Insurance Company; Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Crowell & Moring LLP	Mark D. Plevin	mplevin@crowell.com
Counsel to Century Indemnity Company, Federal Insurance Company, Pacific Employers Insurance Company, Westchester Fire Insurance Company, ACE American Insurance Company, and ACE Property & Casualty Insurance Company; Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Crowell & Moring LLP	Tacie H. Yoon	tyoon@crowell.com
Counsel to Honeywell International Inc.	Davis & Hamrick, LLP	Jason L. Walters	jwalters@davisandhamrick.com
Counsel to Affiliated FM Insurance Company	Dentons US LLP	Geoffrey M. Miller	Geoffrey.miller@dentons.com
Counsel to Affiliated FM Insurance Company	Dentons US LLP	Robert B. Millner and Patrick C. Maxcy	Robert.millner@dentons.com; patrick.maxcy@dentons.com
Counsel to AIU Insurance Company; America Home Assurance Company; AIG Property Casualty Insurance Company, formerly known as Birmingham Fire Insurance Company of Pennsylvania; Granite State Insurance Company; Insurance Company of The State of Pennsylvania; Landmark Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburg, PA; Continental Casualty Company and Continental Insurance Company (in its own right and as successor to Harbor Insurance Company as Successor by Merger to the Fidelity & Casualty Company of New York); Government Employees Insurance Company; Certain Underwriters at Lloyd's, London; Accident & Casualty Co.; Accident & Casualty Insurance of Winterthur; Winterthur Swiss Insurance Company; World Auxiliary Insurance Corporation Limited; Yasuda Fire & Marine Insurance Company (UK) Limited; Wellfleet New York Insurance Company; The Ocean Marine Insurance Company Limited f/k/a Indemnity Marine JT and Columbia Casualty Company; NRG Victory Reinsurance Company Limited f/k/a New London Per Haywood/Gen Re Synd.; Republic Insurance Company	Duane Morris LLP	Russell W. Roten, Jeff D. Kahane, Andrew E. Mina	RWRoten@duanemorris.com; JKahane@duanemorris.com; AMina@duanemorris.com
Local Counsel to Billy Washburn, Paul Beckett and others represented in this action by The Gori Law Firm	Essex Richards, PA	Heather W Culp and John C Woodman	jwoodman@essexrichards.com
Counsel to The Oakfabco Liquidating Trust	FrankGecker LLP	Joseph D. Frank	jfrank@fgllp.com

Exhibit A  
Master Service List  
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to U.S. Bank National Association, as Proposed Trustee	Greenberg Traurig, LLP	Peter D. Kieselbach	kieselbachp@gtlaw.com
Counsel to U.S. Bank National Association, as Proposed Trustee	Greenberg Traurig, LLP	Ryan Reimers	reimersr@gtlaw.com
Counsel to Joseph W. Grier, III, the Legal Representative for Future Asbestos Claimants	Grier Wright Martinez, PA	A. Cotten Wright	cwright@grierlaw.com
Local Counsel for the Official Committee of Asbestos Personal Injury Claimants	Hamilton Stephens Steele Martin PLLC	Glenn C Thompson and Kenneth B. Dantine	gthompson@lawhssm.com; kdantine@lawhssm.com
Counsel to Earl Gross	Higgins & Owens, PLLC	Sara (Sally) W. Higgins	shiggins@higginsowens.com
Counsel to TIG Insurance Company, Everest Reinsurance Company, and Hudson Insurance Company	James McElroy & Diehl, PA	Adam Ross	aross@jmdlaw.com
Counsel to Bestwall LLC	King & Spalding LLP	Cory Hohnbaum	chohnbaum@kslaw.com
Counsel to Bestwall LLC	King & Spalding LLP	Richard A. Schneider	dschneider@kslaw.com
Counsel for Allstate Insurance Company, as successor in interest to Northbrook Excess & Surplus Insurance Company, formerly Northbrook Insurance Company	Mays Law Firm, PLLC	Robert A. Mays	rmays@mayslawfirmnc.com
Local Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	McCarter & English LLP	Anthony Bartell and Phillip S. Pavlick	abartell@mccarter.com; ppavlick@mccarter.com
Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	McCarter & English LLP	Gregory J Mascitti	gmascitti@mccarter.com
Local Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	McCarter & English LLP	Philip D. Amoa	pamoa@mccarter.com
Counsel to The Oakfabco Liquidating Trust	Moon Wright & Houston, PLLC	Andrew T. Houston	ahouston@mwhattorneys.com
Counsel to Affiliated FM Insurance Company	Moore & Van Allen PLLC	Hillary B. Crabtree and Zachary H. Smith	hillarycrabtree@mvalaw.com; zacharysmith@mvalaw.com
Counsel to First State Insurance Company and Twin City Fire Insurance Company; Hartford Accident and Indemnity Company, First State Insurance Company, New England Insurance Company, and Twin City Fire Insurance Company	Nexsen Pruet PLLC	Christine L Myatt	cmyatt@nexsenpruet.com
Counsel to Century Indemnity Company, Federal Insurance Company, Pacific Employers Insurance Company, Westchester Fire Insurance Company, ACE American Insurance Company, and ACE Property & Casualty Insurance Company; Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Nexsen Pruet PLLC	Lisa P. Sumner	LSumner@nexsenpruet.com
Office of the Bankruptcy Administrator	Office of the United States Bankruptcy Administrator, Western District of North Carolina	Attn Shelley K Abel	shelley_abel@ncwba.uscourts.gov
Counsel to Joseph W. Grier, III, the Legal Representative for Future Asbestos Claimants	Orrick, Herrington & Sutcliffe LLP	Jonathan P. Guy and Debra L. Felder	jpguy@orrick.com; dfelder@orrick.com
Counsel to Certain Asbestos Plaintiffs	Richardson, Patrick, Westbrook & Brickman, LLC	J. David Butler	dbutler@rpwb.com
Counsel to Allianz Underwriters Ins. Co., Allianz Versicherungs AG, AM. Ins. Co., Chicago Ins. Co., Fireman's Fund Ins. Co., and Allianz SPA (f/k/a Riunione Adriatic Di Sicurta)	Rivkin Radler LLP	Michael A. Kotula	michael.kotula@rivkin.com
Counsel to Dairyland Insurance Company	Rivkin Radler LLP	Stuart I. Gordon and Matthew V. Spero	stuart.gordon@rivkin.com; matthew.spero@rivkin.com
Counsel to the Official Committee of Asbestos Personal Injury Claimants	Robinson & Cole, LLP	Natalie D Ramsey, Davis Lee Wright	nr Ramsey@rc.com; dwright@rc.com

Exhibit A  
Master Service List  
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to The Travelers Indemnity Company, United States Fidelity and Guaranty Company, Travelers Casualty and Surety Company f/k/a The Aetna Casualty and Surety Company, St. Paul Surplus Lines Insurance Company, St. Paul Guardian Insurance Company, and St. Paul Fire and Marine Insurance Company	Steptoe & Johnson LLP	Joshua R Taylor, Catherine D. Cockerham	jrtaylor@steptoe.com; ccockerham@steptoe.com
Counsel to Billy Washburn, Paul Beckett and Others Represented in This Action by The Gori Law Firm	The Gori Law Firm	Sara M. Salger and Beth Gori	sara@gorilaw.com; beth@gorilaw.com
Counsel to Allianz Underwriters Ins. Co., Allianz Versicherungs AG, AM. Ins. Co., Chicago Ins. Co., Fireman's Fund Ins. Co., and Allianz SPA (f/k/a Riunione Adriatic Di Sicurta)	Troutman Pepper Hamilton Sanders LLP	Leslie A. Davis	leslie.davis@troutman.com
Counsel to Allianz Underwriters Ins. Co., Allianz Versicherungs AG, AM. Ins. Co., Chicago Ins. Co., Fireman's Fund Ins. Co., and Allianz SPA (f/k/a Riunione Adriatic Di Sicurta)	Troutman Pepper Hamilton Sanders LLP	Victoria A. Alvarez	victoria.alvarez@troutman.com
Counsel to United States of America, on behalf of the Department of Health and Human Services (HHS)	U.S. Department of Justice	Seth B. Shapiro, Senior Trial Counsel	seth.shapiro@usdoj.gov
Counsel to Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Willkie Farr & Gallagher LLP	Richard Mancino	rmancino@willkie.com
Counsel to The Official Committee of Asbestos Personal Injury Claimants	Winston & Strawn LLP	David Neier and Carrie V. Hardman	dneier@winston.com; chardman@winston.com

## Exhibit B



Exhibit B

Trust Discovery Notice Parties  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
ACandS, Inc. Asbestos Settlement Trust	Carl N. Kunz, III	ckunz@morrisjames.com
ACandS, Inc. Asbestos Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	kirwin@kmklaw.com; ptracy@kmklaw.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	bgc@conaway-legal.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Carl N. Kunz, III	ckunz@morrisjames.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	kirwin@kmklaw.com; jmorales@kmklaw.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Babcock & Wilcox Company Asbestos PI Trust	Bernard G. Conaway	bgc@conaway-legal.com
Babcock & Wilcox Company Asbestos PI Trust	Douglas A. Campbell, Phillip E. Milch	dcampbell@camlev.com; pmilch@camlev.com
Babcock & Wilcox Company Asbestos PI Trust	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Celotex Asbestos Settlement Trust	Bernard G. Conaway	bgc@conaway-legal.com
Celotex Asbestos Settlement Trust	Kathleen Campbell Davis	kdavis@camlev.com
Collective DCPF Trusts	Beth Moskow-Schnoll	moskow@ballardspahr.com
Combustion Engineering 524(g) Asbestos PI Trust	Sander L. Esserman, Steven A. Felsenthal	Esserman@sbeplaw.com; Felsenthal@sbeplaw.com
Delaware Claims Processing Facility	B. Chad Ewing	chadewing@wbd-us.com
Delaware Claims Processing Facility	Jason C. Rubinstein, Timothy M. Haggerty	jrubinstein@fklaw.com; thaggerty@fklaw.com
DII Industries, LLC Asbestos PI Trust (Halliburton, HarbisonWalker)	Molly Christina Spieczny DII Industries, LLC Asbestos PI Trust	mspieczny@diiasbestostrust.org
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Bernard G. Conaway	bgc@conaway-legal.com
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Kathleen Campbell Davis	kdavis@camlev.com
Flintkote Asbestos Trust	Carl N. Kunz, III	ckunz@morrisjames.com
Flintkote Asbestos Trust	Kevin E. Irwin, Jennifer J. Morales	kirwin@kmklaw.com; ptracy@kmklaw.com
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust	Joseph D. Frank, Frances Gecker	jfrank@fgllp.com; fgecker@fgllp.com
GST Settlement Facility	John C. Woodman	Jwoodman@essexrichards.com
GST Settlement Facility	Phillip A. Tracy, Bethany P. Recht	brecht@kmklaw.com; ptracy@kmklaw.com
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	Joseph D. Frank, Jeremy C. Kleinman	jfrank@fgllp.com; jkleinman@fgllp.com
Manville Personal Injury Settlement Trust	B. Chad Ewing	chad.ewing@wbd-us.com
Manville Personal Injury Settlement Trust	Jason C. Rubinstein, Timothy M. Haggerty	jrubinstein@fklaw.com; thaggerty@fklaw.com
Manville Personal Injury Settlement Trust		malissaantonucci@mantrust.org

Exhibit B

Trust Discovery Notice Parties  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Bernard G. Conaway	bgc@conaway-legal.com
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Paddock Enterprises, LLC	George A. Davis, Brian S. Rosen, Christopher J. Kochman, Jonathan J. Weichselbaum	George.Davis@lw.com; Chris.Kochman@lw.com; Brian.Rosen@lw.com; Jon.Weichselbaum@lw.com
Paddock Enterprises, LLC	Jeffrey E. Bjork, Amy C. Quartarolo, Kimberly A. Posin, Helena G. Tseregounis, Christina M. Craige	Jeff.Bjork@lw.com; Amy.Quartarolo@lw.com; Kim.Posin@lw.com; Chris.Craige@lw.com; Helena.Tseregounis@lw.com
Pittsburgh Corning Corporation Asbestos PI Trust	David B. Salzman	dsalzman@camlev.com
T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	Sander L. Esserman, Peter C. D'Apice	Esserman@sbep-law.com; D'Apice@sbep-law.com
Trustees of The Quigley Company, Inc. Asbestos PI Trust	Kevin E. Irwin, Rachel A. Rowe, Phillip A. Tracy, Bethany P. Recht	kirwin@kmklaw.com; rrowe@kmklaw.com; ptracy@kmklaw.com; brecht@kmklaw.com
United States Gypsum Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	bgc@conaway-legal.com
United States Gypsum Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Verus LLC	Michael A. Kaplan, Rasmeet K. Cahil	mkaplan@lowenstein.com; rcahil@lowenstein.com
Verus LLC	Sally E. Veghte	sveghte@klehr.com
WRG Asbestos Trust	Douglas A. Campbell, Phillip E. Milch	dcampbell@camlev.com; pmilch@camlev.com
WRG Asbestos Trust	Marla Rosoff Eskin	meskin@camlev.com
Yarway Asbestos Personal Injury Trust	Marla Rosoff Eskin	meskin@camlev.com

# Exhibit C

Exhibit C

Master Service List  
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Internal Revenue Service	Internal Revenue Service		4905 Koger Boulevard		Greensboro	NC	27407
North Carolina Department of Revenue	North Carolina Department of Revenue	Bankruptcy Unit	PO Box 1168		Raleigh	NC	27602
Securities & Exchange Commission	Securities & Exchange Commission	Office of Reorganization	950 East Paces Ferry Rd, NE	Suite 900	Atlanta	GA	30326-1382
Securities And Exchange Commission	Securities And Exchange Commission		100 F Street, NE		Washington	DC	20549
Local Counsel to Jesus Perez and others represented in this action by Schrader & Associates, LLP	Touchstone Family Law	Christopher J. Culp	6101 Carnegie Boulevard, Suite 100		Charlotte	NC	28209
United States Attorney's Office, Western District of North Carolina	United States Attorney	Attn Civil Division	227 West Trade Street	Suite 1650	Charlotte	NC	28202

## Exhibit D

## Exhibit D

Trust Discovery Notice Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
ACandS, Inc. Asbestos Settlement Trust	ACandS Asbestos Settlement Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 North Market Street 10th Floor			Wilmington	DE	19890-1605
ACandS, Inc. Asbestos Settlement Trust	ACandS Asbestos Trust c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
ACandS, Inc. Asbestos Settlement Trust	Carl N. Kunz, III	Morris James LLP	500 Delaware Avenue, Suite 1500	P.O. Box 2306	Wilmington	DE	19899-2306
ACandS, Inc. Asbestos Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	Keating Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Armstrong World Industries Asbestos Personal Injury Settlement Trust	P.O. Box 1079			Wilmington	DE	19899-1079
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street Suite 400		Wilmington	DE	19801
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Carl N. Kunz, III	Morris James LLP	500 Delaware Avenue, Suite 1500	P.O. Box 2306	Wilmington	DE	19899-2306
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	Keating Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890
Babcock & Wilcox Company Asbestos PI Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street Suite 400		Wilmington	DE	19801
Babcock & Wilcox Company Asbestos PI Trust	Douglas A. Campbell, Phillip E. Milch	Campbell & Levine, LLC	310 Grant Street, Suite 1700		Pittsburgh	PA	15219
Babcock & Wilcox Company Asbestos PI Trust	Lance J. Arnold	Roedel Parsons Blache Fontana Piontek & Pisano	1515 Poydras Street Suite 2330		New Orleans	LA	70112
Babcock & Wilcox Company Asbestos PI Trust	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Celotex Asbestos Settlement Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801
Celotex Asbestos Settlement Trust	Kathleen Campbell Davis	Campbell & Levine LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Celotex Asbestos Settlement Trust		P.O. Box 1036			Wilmington	DE	19899-1036
Collective DCPF Trusts	Beth Moskow-Schnoll	Ballard Spahr LLP	919 N. Market Street, 11th Floor		Wilmington	DE	19801
Combustion Engineering 524(g) Asbestos PI Trust	c/o Verus Claims Services, LLC	Attn: Daniel P. Myer	3967 Princeton Pike		Princeton	NJ	08540
Combustion Engineering 524(g) Asbestos PI Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Combustion Engineering 524(g) Asbestos PI Trust	Sander L. Esserman, Steven A. Felsenthal	Stutzman, Bromberg, Esserman & Plifka	2323 Bryan Street, Suite 2200		Dallas	TX	75201
Delaware Claims Processing Facility	B. Chad Ewing	Womble Bond Dickinson (US) LLP	301 South College Street		Charlotte	NC	28202
Delaware Claims Processing Facility	Jason C. Rubinstein, Timothy M. Haggerty	Friedman Kaplan Seiler & Adelman LLP	7 Times Square		New York	NY	10036-6516

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Exhibit D

Trust Discovery Notice Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Delaware Claims Processing Facility		1007 N. Orange Street			Wilmington	DE	19801
DII Industries, LLC Asbestos PI Trust (Halliburton, HarbisonWalker)		P.O. Box 821628			Dallas	TX	75382
DII Industries, LLC Asbestos PI Trust (Halliburton, HarbisonWalker)	Molly Christina Spieczny DII Industries, LLC Asbestos PI Trust	12222 Merit Drive, Suite 1150			Dallas	TX	75251
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Federal-Mogul Asbestos Personal Injury Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Federal-Mogul Asbestos PI Trust (T&N FMP Fel-Pro Vellumoid Flexitallic Sufunds)	P.O. Box 8401			Wilmington	DE	19899-8401
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Kathleen Campbell Davis	Campbell & Levine LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Flintkote Asbestos Trust	Carl N. Kunz, III	Morris James LLP	500 Delaware Avenue, Suite 1500	P.O. Box 2306	Wilmington	DE	19899-2306
Flintkote Asbestos Trust	Kevin E. Irwin, Jennifer J. Morales	Keating Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust	Joseph D. Frank, Frances Gecker	FrankGecker LLP	1327 West Washington Blvd.	Suite 5 G-H	Chicago	IL	60607
G-I Holdings Inc. Trust	G-I Holdings Inc. Asbestos Personal Injury Settlement Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
GST Settlement Facility	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
GST Settlement Facility	John C. Woodman	Essex Richards, P.A.	1701 South Blvd.		Charlotte	NC	28203
GST Settlement Facility	Phillip A. Tracy, Bethany P. Recht	Keating, Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
GST Settlement Facility	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	Joseph D. Frank, Jeremy C. Kleinman	FrankGecker LLP	1327 West Washington Blvd.	Suite 5 G-H	Chicago	IL	60607
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Manville Personal Injury Settlement Trust	B. Chad Ewing	Womble Bond Dickinson (US) LLP	One Wells Fargo Center, Suite 3500	301 South College Street	Charlotte	NC	28202
Manville Personal Injury Settlement Trust	Jared S. Garelick General Counsel, Manville Personal Injury Settlement Trust	3120 Fairview Park Dr. Suite 200			Falls Church	VA	22042
Manville Personal Injury Settlement Trust	Jason C. Rubinstein, Timothy M. Haggerty	Friedman Kaplan Seiler & Adelman LLP	7 Times Square		New York	NY	10036-6516
Manville Personal Injury Settlement Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890

## Exhibit D

Trust Discovery Notice Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Manville Personal Injury Settlement Trust		P.O. Box 270	1132 Main Street, Suite 4		Peekskill	NY	10566
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Owens Corning/Fibreboard Asbestos Personal Injury Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Sub-Funds)		P.O. Box 1027			Wilmington	DE	19899-1072
Paddock Enterprises LLC	c/o Director or Agent	One Michael Owens Way, Plaza 2			Perrysburg	OH	43551-2999
Paddock Enterprises, LLC	George A. Davis, Brian S. Rosen, Christopher J. Kochman, Jonathan J. Weichselbaum	Latham & Watkins LLP	1271 Avenue of the Americas		New York	NY	10020
Paddock Enterprises, LLC	Jeffrey E. Bjork, Amy C. Quartarolo, Kimberly A. Posin, Helena G. Tseregounis, Christina M. Craige	Latham & Watkins LLP	355 South Grand Avenue, Suite 100		Los Angeles	CA	90071
Paddock Enterprises, LLC	John H. Knight, Michael J. Merchant, Brendan J. Schlauch, Sarah Silveira	Richards, Layton, & Finger, P.A.	One Rodney Square 920 N. King Street		Wilmington	DE	19801
Pittsburgh Corning Corporation Asbestos PI Trust	David B. Salzman	Campbell & Levine, LLC	310 Grant Street, Suite 1700		Pittsburgh	PA	15219
Pittsburgh Corning Corporation Asbestos PI Trust	PCC Asbestos PI Trust	P.O. Box 1032			Wilmington	DE	19899-1032
Quigley Company, Inc. Asbestos PI Trust	Quigley Asbestos Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike		Princeton	NJ	08540
T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	Sander L. Esserman, Peter C. D'Apice	Stutzman, Bromberg, Esserman & Plifka	2323 Bryan Street, Suite 2200		Dallas	TX	75201
TH Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
TH Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	THAN Asbestos Personal Injury Trust c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
The Babcock & Wilcox Asbestos Personal Injury Settlement Trust	Babcock and Wilcox Personal Injury Settlement Trust	P.O. Box 8890			Wilmington	DE	19899-1036
The Babcock & Wilcox Company Asbestos PI Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
The Flintkote Asbestos Trust	Flintkote Asbestos Trust	P.O. Box 1033			Wilmington	DE	19899
The Flintkote Asbestos Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890
Trustees of The Quigley Company, Inc. Asbestos PI Trust	Kevin E. Irwin, Rachel A. Rowe, Phillip A. Tracy, Bethany P. Recht	Keating, Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
United States Gypsum Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801



## Exhibit D

Trust Discovery Notice Parties  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
United States Gypsum Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
United States Gypsum Asbestos Personal Injury Settlement Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
United States Gypsum Asbestos Personal Injury Settlement Trust		P.O. Box 1080			Wilmington	DE	19899-1080
Verus Claims Services, LLC		3967 Princeton Pike			Princeton	NJ	08540
Verus LLC	Michael A. Kaplan, Rasmeet K. Cahil	Lowenstein Sandler	One Lowenstein Drive		Roseland	NJ	07068
Verus LLC	Sally E. Veghte	Klehr Harrison Harvey Branzburg LLP	919 N. Market Street, Suite 1000		Wilmington	DE	19801
Verus LLC		3967 Princeton Pike			Princeton	NJ	08540
WR Grace Asbestos PI Trust	WRG Asbestos PI Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 North Market Street 10th Floor			Wilmington	DE	19890-1605
WRG Asbestos PI Trust		P.O. Box 1390			Wilmington	DE	19899-1390
WRG Asbestos Trust	Douglas A. Campbell, Phillip E. Milch	310 Grant Street, Suite 1700			Pittsburgh	PA	15219
WRG Asbestos Trust	Marla Rosoff Eskin	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Yarway Asbestos Personal Injury Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
Yarway Asbestos Personal Injury Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890
Yarway Asbestos Personal Injury Trust	Marla Rosoff Eskin	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801

## Exhibit E

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## Exhibit E

Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
ADELMAN & STEEN		224 2ND AVE		HATTIESBURG	MS	39401
ALKON MEANEY & HART		2115 QUEEN STREET	CHRISTIANSTED	ST. CROIX	VI	00300
ANAPOL WEISS		1900 DELANCEY PLACE		PHILADELPHIA	PA	19103
ANAPOL WEISS		ONE LOGAN SQUARE		PHILADELPHIA	PA	19103
ANDRUS WAGSTAFF		7171 W ALASKA DR		LAKEWOOD	CO	80226
ANTION MCGEE LAW GROUP, PLLC		341 CHAPLIN RD, SECOND FLOOR STE B		MORGANTOWN	WV	26501
ASHCRAFT & GEREL		120 East Baltimore Street, Suite 1802		Baltimore	MD	21202
AUSMAN LAW FIRM PC LLO		9850 NICHOLAS ST STE 305		OMAHA	NE	68114
BAGGETT, MCCALL, BURGESS & WATSON		3006 COUNTRY CLUB ROAD		LAKE CHARLES	LA	70606-7820
BAILEY COWAN HECKAMAN, PLLC		1360 POST OAK BLVD STE 2300		HOUSTON	TX	77056
BALDWIN & BALDWIN		400 WEST HOUSTON		MARSHALL	TX	75670
BARON & BUDD, PC	ATTN STEVE BARON	3102 OAK LAWN AVENUE, SUITE 1100		DALLAS	TX	75219
BARON & BUDD, PC		30 OVERBROOK		MONROE	OH	45050
BARON & BUDD, PC		5862 ROUTE 11		CANTON	NY	13617
BARON & BUDD, PC		9015 BLUEBONNET BLVD		BATON ROUGE	LA	70810
BARRETT LAW OFFICE, PA		404 COURT SQUARE NORTH		LEXINGTON	MS	39095
BARTON & WILLIAMS PA		3007 MAGNOLIA ST		PASCAGOULA	MS	39567
BELLUCK & FOX, LLP		546 FIFTH AVE,		NEW YORK	NY	10036
BERGMAN DRAPER OSLUND, PLLC		821 2ND AVENUE		SEATTLE	WA	98104
BERMAN & SIMMONS		129 LISBON STREET		LEWISTON	ME	04243
BEVAN & ASSOCIATES, LPA, INC	ATTN THOMAS BEVAN	6555 DEAN MEMORIAL PARKWAY		BOSTON HEIGHTS	OH	44236
BLACK LAW GROUP PLLC		2000 WEST LOOP SOUTH, SUITE 2200		HOUSTON	TX	77027
BLACKWELL & ASSOCIATES		PO BOX 84464		BATON ROUGE	LA	70884
BLANK ROME LLP		ONE LOGAN SQUARE		PHILADELPHIA	PA	19103-6998
BLUE WILLIAMS, L.L.P.		3421 NORTH CAUSEWAY BLVD., 9TH FLOOR		METAIRIE	LA	70002
BOECHLER, PC		802 1ST AVE. NORTH		FARGO	ND	58102
BORDELON, HAMLIN & THERIOT		701 SOUTH PETERS STREET, SUITE 100		NEW ORLEANS	LA	70130
BOUMAN & HOPKINS		14550 TORREY CHASE		HOUSTON	TX	77014
BRADLEY LTD		1533 SHERMER ROAD		NORTHBROOK	IL	60062
BRAYTON PURCELL LLP		111 SW COLUMBIA STREET		PORTLAND	OR	97201
BRAYTON PURCELL LLP		222 RUSH LANDING ROAD		NOVATO	CA	94948
BRENT COON & ASSOCIATES	ATTN BRENT W. COON	215 ORLEANS STREET		BEAUMONT	TX	77701
BRENT COON & ASSOCIATES		1136 BALLENA BLVD		ALAMEDA	CA	94501
BRENT COON & ASSOCIATES		1220 WEST 6TH STREET		CLEVELAND	OH	44113

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Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
BRENT COON & ASSOCIATES		12201 BIG BEND RD, SUITE 200		SAINT LOUIS	MO	63122
BRENT COON & ASSOCIATES		1500 JFK BLVD, SUITE 1301		PHILADELPHIA	PA	19102
BRENT COON & ASSOCIATES		277 DARTMOUTH STREET		BOSTON	MA	02116
BRENT COON & ASSOCIATES		44 MONTGOMERY STREET		SAN FRANCISCO	CA	94104
BRENT COON & ASSOCIATES		619 JEFFERSON HIGHWAY		BATON ROUGE	LA	70802
BRENT COON & ASSOCIATES		ONE JACKSON PLACE, SUITE 1375		JACKSON	MS	39021
BRIAN CUNHA AND ASSOCIATES		311 PINE STREET		FALL RIVER	MA	02720
BROOKMAN, ROSENBERG, BROWN & SANDLER		ONE PENN SQUARE WEST, 17TH FLOOR		PHILADELPHIA	PA	19102
BROWN KIELY LLP		4915 SAINT ELMO AVENUE, STE 510		BETHESDA	MD	20814
BUBALO GOODE SALES & BLISS PLC		9300 SHELBYVILLE RD		LOUISVILLE	KY	40222
BUCK LAW FIRM		3930 EAST JONES BRIDGE RD		PEACHTREE CORNERS	GA	30092
BULLOCK CAMPBELL BULLOCK & HARRIS, PC		8203 WILLOW PLACE DRIVE SOUTH		HOUSTON	TX	77070
BURROW & PARROTT, LLC		1301 MCKINNEY, SUITE 3500		HOUSTON	TX	77010-3092
C. GRANT HEDGEPEETH		Address Redacted				
CALWELL LUCE DITRAPANO PLLC		500 RANDOLPH STREET		CHARLESTON	WV	25302
CAREY DANIS & LOWE		8235 FORSYTH SUITE 1100		ST. LOUIS	MO	63105
CAROSELLI, BEACHLER & COLEMAN, L.L.C		20 STANWIX ST, 7TH FLOOR		PITTSBURGH	PA	15222
CARTWRIGHT, BOKELMAN, BOROWSKY, ET AL		101 CALIFORNIA STREET		SAN FRANCISCO	CA	94111
CASCINO VAUGHAN LAW OFFICES, LTD		220 SOUTH ASHLAND AVE		CHICAGO	IL	60607
CASEY, GERRY, SCHENK, FRANCAVILLA, BLATT & PENFIELD, LLP		110 LAUREL STREET		SAN DIEGO	CA	92101-1486
CATES MAHONEY, LLC		216 W POINTE DR # A		SWANSEA	IL	62226
CELLINO & BARNES, PC		420 LEXINGTON AVENUE		NEW YORK	NY	10170
CHARGOIS & HERRON, LLP		16903 RED OAK DRIVE		HOUSTON	TX	77090
CHRIS PARKS, P.C.		1 PLAZA SQUARE		PORT ARTHUR	TX	77642-5513
CLAPPER, PATTI, SCHWEIZER & MASON		2330 MARINSHIP WAY		SAUSALITO	CA	94965
CLARY & ASSOCIATES		406 N. 4TH ST.		BATON ROUGE	LA	70801
CLETUS P ERNSTER III, PC		440 LOUISIANA		HOUSTON	TX	77002
CLIFFORD LAW OFFICES		120 N. LASALLE STREET		CHICAGO	IL	60602
CLIMACO, LEFKOWITZ, PECA, WILCOX & GAROFOLI CO., LPA		1228 EUCLID AVENUE		CLEVELAND	OH	44115
COADY LAW FIRM		205 PORTLAND STREET		BOSTON	MA	02114

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Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
COHEN, PLACITELLA & ROTH, PC		127 MAPLE AVENUE		RED BANK	NJ	07701
COHEN, PLACITELLA & ROTH, PC		TWO COMMERCE SQUARE		PHILADELPHIA	PA	19102
CONNELL FOLEY LLP		85 LIVINGSTON AVENUE		ROSELAND	NJ	07068
COOK, PORTUNE & LOGOTHETIS		22 WEST NINTH STREET		CINCINNATI	OH	45202
COONEY & CONWAY	ATTN JOHN D. COONEY	120 N. LASALLE STREET, SUITE 3000		CHICAGO	IL	60602
COOPER, BECKMAN & TUERK		700 PROVIDENT FINANCIAL CENTER		BALTIMORE	MD	21202
CUMBEST, CUMBEST, HUNTER & MCCORMICK, PC		729 WATTS AVENUE		PASCAGOULA	MS	39568
CUMBEST, CUMBEST, HUNTER & MCCORMICK, PC		PO BOX 1287		PASCAGOULA	MS	39568-1425
DAMICO LAW OFFICES, LLC		310 GRANT STREET		PITTSBURGH	PA	15219
DAVID C. THOMPSON ATTORNEY AT LAW, PC		321 KITSON AVE		GRAND FORKS	ND	58206
DAVID P. KOWNACKI, P.C.		122 EAST 42ND ST		NEW YORK	NY	10168
DAVIS & CRUMP, P.C.		1712 15TH ST, SUITE 300		GULFPORT	MS	39501
DAVIS & FEDER		PO DRAWER 6829		GULFPORT	MS	39506
DEAKLE-COUCH, PLLC		802 MAIN STREET		HATTIESBURG	MS	39403
DEARIE, JOHN C & ASSOCIATES		515 MADISON AVE		NEW YORK	NY	10022
DEBLASE BROWN EYERLY, LLP		10990 WILSHIRE BLVD		LOS ANGELES	CA	90024
DELANEY & DESAUTELS		80 WOLF ROAD, SIXTH AVE		ALBANY	NY	12205
DEROBERTIS & WAXMAN LLP		610 WARD AVENUE, SECOND FLOOR		HONOLULU	HI	96814
DEROBERTIS & WAXMAN LLP		820 MILILANI STREET, SUITE 505		HONOLULU	HI	96813
DOBS LEGAL, LLP	DBA DEAN OMAR BRANHAM SHIRLEY, LLP	302 N MARKET ST		DALLAS	TX	75202
DUBOSE LAW FIRM, PLLC		4310 N. CENTRAL EXPY		DALLAS	TX	75206
DUKE LAW FIRM, P.C.		236 WESTVIEW TERRACE		ARLINGTON	TX	76013
EARLY, LUCARELLI, SWEENEY & MEISENKOTHEN	ATTN BRIAN EARLY	360 LEXINGTON AVENUE, 20TH FLOOR		NEW YORK	NY	10017
EARLY, LUCARELLI, SWEENEY & MEISENKOTHEN		ONE CENTURY TOWER, 265 CHURCH ST		NEW HAVEN	CT	06508
EMBRY & NEUSNER		118 POQUONOCK ROAD		GROTON	CT	06340
ENVIRONMENTAL ATTORNEYS GROUP, PC		2232 CAHABA VALLEY DRIVE		BIRMINGHAM	AL	35242
ENVIRONMENTAL LITIGATION GROUP, PC		2160 HIGHLAND AVENUE SOUTH		BIRMINGHAM	AL	35205
F. GERALD MAPLES, PA		Address Redacted				
FARRISE LAW FIRM		225 S. Olive Street		Los Angeles	CA	90012
FEARS NACHAWATI, PLLC		5473 BLAIR ROAD		DALLAS	TX	75231

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Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
FERRELL LAW GROUP		6226 WASHINGTON AVE., SUITE 200		HOUSTON	TX	77007
FITZGERALD & ASSOCIATES		1869 SEMINOLE TRAIL		CHARLOTTESVILLE	VA	22901
FLACK LAW OFFICE, PC		229 EAST FERGUSON AVENUE		WOOD RIVER	IL	62095
FLINT LAW FIRM LLC		112 MAGNOLIA DRIVE		GLEN CARBON	IL	62034
FLINT LAW FIRM LLC		3160 PARISA DRIVE		PADUCAH	KY	42003
FOSTER & SEAR, LLP		524 E. LAMAR BLVD.		ARLINGTON	TX	76011
FREDRIKSON & BYRON, P.A.		51 BROADWAY		FARGO	ND	58102
FROST LAW FIRM PC		273 WEST 7TH ST		SAN PEDRO	CA	90731
GALANTE & BIVALACQUA LLC		650 POYDRAS STREET		NEW ORLEANS	LA	70130
GAWTHROP GREENWOOD, PC		3711 KENNETT PIKE, SUITE 100		WILMINGTON	DE	19807
GEKLAW- GORDON, EDELSTEIN, KREPACK, GRANT, FELTON		3580 WILSHIRE BLVD		LOS ANGELES	CA	90010
GEORGE & FARINAS, LLP		151 N. DELAWARE ST, STE 1700		INDIANAPOLIS	IN	46204
GERSHBAUM & WEISZ, PC		192 LEXINGTON AVE, STE 802		NEW YORK	NY	10016
GIBSON LAW FIRM		628 NORTH STATE STREET		JACKSON	MS	39202
GOLD LAW FIRM		555 MONTGOMERY STREET, SUITE 605		SAN FRANCISCO	CA	94111
GOLDBERG, PERSKY & WHITE, P.C.	ATTN BRUCE E. MATTOCK AND NICKERSON JACOBS	11 STANWIX STREET, SUITE 1800		PITTSBURGH	PA	15222
GOLDBERG, PERSKY & WHITE, P.C.		30 CHASE DRIVE		HURRICANE	WV	25526
GOLDBERG, PERSKY & WHITE, P.C.		3995 FASHION SQUARE BLVD		SAGINAW	MI	48603
GOLDBERG, PERSKY & WHITE, P.C.		4800 FASHION SQUARE BOULEVARD		SAGINAW	MI	48604
GOLDBERG, PERSKY & WHITE, P.C. (MI)		3193 BOARDWALK DRIVE, UNIT 5769		SAGINAW	MI	48603
GOLDENBERG HELLER ANTOGNOLI & ROWLAND, PC		2227 SOUTH STATE ROUTE 157		EDWARDSVILLE	IL	62025
GOODELL, DEVRIES, LEECH & DANN, LLP		ONE SOUTH STREET		BALTIMORE	MD	21202
GOODMAN, MEAGHER & ENOCH		111 NORTH CHARLES STREET FL 7		BALTIMORE	MD	21201
GORDON & SILBER PC		355 LEXINGTON AVENUE		NEW YORK	NY	10017
GREEN & SCHAFLE		2332 SOUTH BROAD STREET		PHILADELPHIA	PA	19145
GREENE, KETCHUM, BAILEY & TWEEL		419 11TH STREET		HUNTINGTON	WV	25701
GRENFELL SLEDGE & STEVENS PLLC		1659 LELIA DRIVE		JACKSON	MS	39216
HALLEY, CORNELL & LYNCH		525 MARKET STREET		SAN FRANCISCO	CA	94105-2745
HALVACHS & ABERNATHY, LLC		5111 WEST MAIN STREET		BELLEVILLE	IL	62226
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN	ACTS CENTER-BLUE BELL	375 MORRIS ROAD	P.O. BOX 1479	LANSDALE	PA	19446

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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
HAROWITZ & TIGERMAN, LLP		450 SANSOME STREET		SAN FRANCISCO	CA	94111
HARRELL & NOWAK, LLC		700 CAMP STREET		NEW ORLEANS	LA	70130
HARRISON & DEGARMO		ONE DANIEL BURNHAM COURT		SAN FRANCISCO	CA	94109-5460
HARRISON, KEMP, JONES & COULTHARD, LLP		WELLS FARGO TOWER, 17TH FLOOR	3800 HOWARD HUGHES PARKWAY	LAS VEGAS	NV	89169
HART HYLAND SHEPHERD, LLC		207 E 1ST N ST		SUMMERVILLE	SC	29483
HARTLEY LAW GROUP, PLLC		2001 MAIN STREET		WHEELING	WV	26003
HARTLEY LAW, LLC		Post Office Box 2492		MOUNT PLEASANT	SC	29465
HENDLER LYONS FLORES, PLLC		1301 W 25TH STREET, STE 400		AUSTIN	TX	78705
HENINGER, GARRISON & DAVIS, LLC		2224 1ST AVENUE NORTH		BIRMINGHAM	AL	35203
HERBERT WILLIAM FISCHMAN, PC		230 PARK AVENUE		NEW YORK	NY	10169
HERRON & HERRON		505 SANSOME STREET # 1950		SAN FRANCISCO	CA	94111
HESSION LAW OFFICE, PLLC		202 NORTH SAGINAW STREET		ST CHARLES	MI	48655
HEYGOOD, ORR & REYES, LLP		4245 N CENTRAL EXPRESSWAY		DALLAS	TX	75205
HICKS & JOHNSON, PC		318 EAST CHEROKEE		WAGONER	OK	74477
HISSEY, KIENTZ & HERRON, PLLC		16800 IMPERIAL VALLEY DRIVE		HOUSTON	TX	77060
HISSEY, KIENTZ & HERRON, PLLC		9442 CAPITAL OF TEXAS HIGHWAY N, SUITE 420		AUSTIN	TX	78759
HOBSON & BRADLEY		2190 HARRISON STREET		BEAUMONT	TX	77701
HOLLAND LAW FIRM		211 N BROADWAY SUITE 2625,		SAINT LOUIS	MO	63102
HOSSLEY & EMBRY, LLP		320 S. BROADWAY AVE., SUITE 100		TYLER	TX	75702
HOUSSIERE, DURANT & HOUSSIERE, LLP		1990 POST OAK BLVD		HOUSTON	TX	77056
HOWARD & REED	ATTN D. DOUGLAS HOWARD, JR.	839 ST. CHARLES AVENUE, SUITE 306		NEW ORLEANS	LA	70130
HOWARD, LAUDUMIEY, MANN, REED & GOLDSTEIN		839 ST CHARLES AVENUE		NEW ORLEANS	LA	70130-3715
HUNEGS LENEAVE & KVAS, PA		900 SECOND AVENUE SOUTH		MINNEAPOLIS	MN	55402
INGE, WAYNE D		Address Redacted				
IRWIN FRITCHIE URQUHART & MOORE, LLC		400 POYDRAS STREET, SUITE 2700		NEW ORLEANS	LA	70130
J RONALD PARRISH		Address Redacted				
J. ANTONIO TRAMONTANA, ATTORNEY AT LAW		2011 HUDSON LANE		MONROE	LA	71207
Jackie Rodriguez		Address Redacted				
JACOBS & CRUMPLAR, PA		2 EAST 7TH STREET		WILMINGTON	DE	19801
JAMES F. HUMPHREYS & ASSOCIATES L.C.		112 CAPITOL ST 2ND FL		CHARLESTON	WV	25301
JARAMILLO LAW FIRM PC		505 ROMA AVENUE NW		ALBUQUERQUE	NM	87102

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## Exhibit E

Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
JOHN C DEARIE & ASSOCIATES		3265 JOHNSON AVENUE		BRONX	NY	10463
JOHN F. DILLON, PLC		P.O.BOX 369		FOLSOM	LA	70437
JOHN J DUFFY & ASSOCIATES		23823 LORIAN ROAD		NORTH OLMSTED	OH	44070
JOSEPH C BLANKS, PC		PO BOX 999		DOUCETTE	TX	75942-0999
JUPITER LAW FIRM, LLC		650 POYDRAS ST STE 2015		NEW ORLEANS	LA	70130
JUPITER, STEVEN MARK ESQ		1631 ELYSIAN FIELDS AVE		NEW ORLEANS	LA	70117
KAESKE LAW FIRM		6301 GASTON AVENUE		DALLAS	TX	75214
KAPUSTA, DEIHL & SCHWEERS, LLC		445 FORT PITT BLVD. SUITE 500		PITTSBURGH	PA	15219
KARST & VON OISTE, LLP		23923 GOSLING RD.		SPRING	TX	77389
KASSEL MCVEY ATTORNEYS AT LAW		1330 LAUREL STREET		COLUMBIA	SC	29202
KAZAN, MCCLAIN, SATTERLEY & GREENWOOD PLC		55 HARRISON ST. STE 400		OAKLAND	CA	94607
KEAHEY LAW OFFICE		1 INDEPENDENCE PLAZA #612		BIRMINGHAM	AL	35209
KEAN MILLER LLP		400 CONVENTION STREET, SUITE 700		BATON ROUGE	LA	70802
KEEFE LAW FIRM		170 MONMOUTH STREET		RED BANK	NJ	07701
KELLER, FISHBACK & JACKSON LLP		18425 BURBANK BLVD		TARZANA	CA	91356
KELLEY & FERRARO, LLP		ERNST & YOUNG TOWER	950 MAIN AVENUE SUITE 1300	CLEVELAND	OH	44113
KELLEY, JASONS, MCGOWAN, SPINELLI, & HANNA LLP		TWO LIBERTY PLACE, SUITE 1900		PHILADELPHIA	PA	19102
KENEALY & JACOBI		222 E WITHERSPOON ST STE 401		LOUISVILLE	KY	40202
KEVIN D. GRAHAM, LLC		500 BOULEVARD PARK EAST		MOBILE	AL	36609
KEVIN J. HOLLEY		Address Redacted				
KEYES LAW FIRM		5813 HERON DRIVE		BALTIMORE	MD	21227
KITRELL & MIDDLEBROOKS, LLC		459 Dauphin St		Mobile	AL	36602
KOPSKY & HECK, PC		16020 SWINGLEY ROAD		CHESTERFIELD	MO	63017
KOTSATOS LAW PLLC		60 W BROAD ST		BETHLEHEM	PA	18018
KRAFT PALMER DAVIES, PLLC		720 THIRD AVENUE		SEATTLE	WA	98104-1825
KURITZKY & BLAIR, PC		1501 BROADWAY		NEW YORK	NY	10036
LANDRY & SWARR		1010 COMMON ST #2050		NEW ORLEANS	LA	70112
LANIER LAW FIRM, PLLC		10940 W SAM HOUSTON PKWY N		HOUSTON	TX	77064
LANIER LAW FIRM, PLLC		126 EAST 56TH STREET		NEW YORK	NY	10022
LAW OFFICE OF A. DALE BOWERS, PA		1225 N KING STREET # 1200		WILMINGTON	DE	19801
LAW OFFICE OF CLIFFORD W. CUNIFF		207 EAST REDWOOD STREET		BALTIMORE	MD	21202
LAW OFFICE OF CLIFFORD W. CUNIFF		914 BAY RIDGE RD #240		ANNAPOLIS	MD	21403
LAW OFFICE OF JAMES J. PETTIT, LLC		236 BORTON MILL COURT		DELRAN	NJ	08075



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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
LAW OFFICE OF JAMES M BARBER		604 VIRGINIA STREET E		CHARLESTON	WV	25301
LAW OFFICE OF JEFFREY A VARAS		119 CALDWELL DRIVE		HAZLEHURST	MS	39083
LAW OFFICE OF JEFFREY S. MUTNICK		737 SW VISTA AVENUE		PORTLAND	OR	97205
LAW OFFICE OF WORTHINGTON & CARON, P.C.		273 WEST 7TH STREET		SAN PEDRO	CA	90731
LAW OFFICES OF BRUCE CARTER		5458 YOSEMITE DRIVE		FAIRFIELD	OH	45014
LAW OFFICES OF CHRISTOPHER E. GRELL		360 22ND STREET SUITE 320		OAKLAND	CA	94612
LAW OFFICES OF DANNY E. CUPIT, PC		304 N Congress St		Jackson	MS	39201
LAW OFFICES OF GLENN D. FEAGAN, P.S.C.		MIDLAND BUILDING, 16TH FLOOR	101 WEST PROSPECT AVE., SUITE 1600	CLEVELAND	OH	44115
LAW OFFICES OF JAMES D. BURNS, PS		2200 4TH AVENUE		SEATTLE	WA	98121
LAW OFFICES OF JON NORINSBERG		225 BROADWAY		NEW YORK	NY	10007
LAW OFFICES OF LEE W. DAVIS, ESQUIRE, L.L.C.		5239 BUTLER STREET, SUITE 201		PITTSBURGH	PA	15201
LAW OFFICES OF MICHAEL P JOYCE, PC		50 CONGRESS STREET, SUITE 840		BOSTON	MA	02109
LAW OFFICES OF MICHAEL R. BILBREY, PC		8724 PIN OAK ROAD		EDWARDSVILLE	IL	62025
LAW OFFICES OF NEIL KAY		4820 LEONARD CT.		WEST BLOOMFIELD	MI	48322
LAW OFFICES OF PETER G. ANGELOS, PC	ATTN ARMAND J. VOLTA, JR.	100 N. CHARLES STREET, 22ND FLOOR		BALTIMORE	MD	21201
LAW OFFICES OF PETER G. ANGELOS, PC		100 PENN SQUARE EAST		PHILADELPHIA	PA	19107
LAW OFFICES OF PETER G. ANGELOS, PC		2001 NORTH FRONT STREET		HARRISBURG	PA	17102
LAW OFFICES OF PETER G. ANGELOS, PC		2633 KINGSTON PIKE, STE 100		KNOXVILLE	TN	37919
LAW OFFICES OF PETER G. ANGELOS, PC		60 WEST BROAD STREET		BETHLEHEM	PA	18018
LAW OFFICES OF RICHARD M FOUNTAIN, PA		1771-A LELIA DRIVE		JACKSON	MS	39216-4047
LAW OFFICES OF THOMAS J. LAMB, P.A.		1908 EASTWOOD RD, STE 225		WILMINGTON	NC	28403
LAW OFFICES OF WILLIAM S GUY		909 DELAWARE AVE		MCCOMB	MS	39648
LAWRENCE G. GETTYS, APLC		Address Redacted				

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LEBLANC & CONWAY, LLC		1100 POYDRAS STREET, STE. 2900 #146		NEW ORLEANS	LA	70163
LEE, FUTRELL & PERLES LLP		201 ST CHARLES AVENUE, SUITE 2409		NEW ORLEANS	LA	70170
LEGG, MARTIN L		Address Redacted				
LEVY KONIGSBERG LLP		800 3RD AVENUE		NEW YORK	NY	10022
LEWIS & SCHOLNICK		111 W. OCEAN BLVD., STE. 1950		LONG BEACH	CA	90802
LIPSITZ & PONTERIO, LLC		424 MAIN ST SUITE 1500,		BUFFALO	NY	14202
LIPSITZ GREEN SCIME CAMBRIA LLP		42 DELAWARE AVENUE		BUFFALO	NY	14202-3924
LOCKS LAW FIRM, LLC		110 EAST 55TH STREET		NEW YORK	NY	10022
LOCKS LAW FIRM, LLC		1500 WALNUT STREET		PHILADELPHIA	PA	19102
LOCKS LAW FIRM, LLC		457 HADDONFIELD ROAD		CHERRY HILL	NJ	08002
LOCKS LAW FIRM, LLC		601 WALNUT STREET		PHILADELPHIA	PA	19106
LOMAX LAW FIRM, P.A.		2502 MARKET STREET		PASCAGOULA	MS	39568
LOUIS H WATSON, JR., P.A.		Address Redacted				
LUBEL VOYLES LLP		675 BERING DR., STE. 850		HOUSTON	TX	77057
LUCKEY & MULLINS LAW FIRM PLLC		2016 BIENVILLE BOULEVARD		OCEAN SPRINGS	MS	39564
LUNDY, LUNDY, SOILEAU & SOUTH, LLP		501 BROAD STREET		LAKE CHARLES	LA	70602
Maria and Santiago Ramirez		Address Redacted				
MARONEY, WILLIAMS, WEAVER & PANCAKE, PLLC		608 VIRGINIA ST. E #4		CHARLESTON	WV	25301
MARTZELL & BICKFORD		338 LAFAYETTE STREET		NEW ORLEANS	LA	70130
MASTERS & SIVINSKI, LLP		ONE INDEPENDENCE PLACE, SUITE 260		INDEPENDENCE	OH	44131
MATTHEW E. KIELY, LLC		201 NORTH CHARLES STREET		BALTIMORE	MD	21201
MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC		1015 LOCUST STREET, SUITE 1200		SAINT LOUIS	MO	63101
MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC		150 WEST 30TH STREET, STE. 201		NEW YORK	NY	10001
MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC		325-41 CHESTNUT ST		PHILADELPHIA	PA	19106
MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC		659 EAGLE ROCK AVE, STE 28		WEST ORANGE	NJ	07052
MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC		70 WASHINGTON STREET, SUITE 200		OAKLAND	CA	94607
MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC		80 SE MADISON STREET, SUITE 310		PORTLAND	OR	97214
MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC		P.O. BOX 2492		MOUNT PLEASANT	SC	29465
MAZUR & KITTEL, PLLC		1490 FIRST NATIONAL BUILDING		DETROIT	MI	48226

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MAZUR & KITTEL, PLLC		30665 NORTHWESTERN HIGHWAY		FARMINGTON HILLS	MI	48334
MAZUR & KITTEL, PLLC		412 FOURTEENTH STREET		TOLEDO	OH	43624-1202
MCDERMOTT & HICKEY, LLC		20525 CENTER RIDGE ROAD, STE 200		ROCKY RIVER	OH	44116
MCHUGH WILLIAMS, PLLC		ONE UNION SQUARE		CHARLESTON	WV	25302
MCPHERSON, MONK, HUGHES, BRADLEY & WIMBERLEY		3120 CENTRAL MALL DRIVE		PORT ARTHUR	TX	77642
MCTEAGUE, HIGBEE, CASE, COHEN, WHITNEY & TOKER, P.A.		4 UNION PARK		TOPSHAM	ME	04086
MEIROWITZ & WASSERBERG, LLP		535 5TH AVENUE, 23RD FLOOR		NEW YORK	NY	10017
MENGES LAW LLC		3126 GARDEN HILL LANE		SAINT LOUIS	MO	63139
METZGER LAW GROUP		401 E OCEAN BOULEVARD		LONG BEACH	CA	90802-4966
MICHIE HAMLETT		Address Redacted				
MILLS, JACQUELINE WARNER		Address Redacted				
MINOR & ASSOCIATES		160 MAIN ST		BILOXI	MS	39533
MORENO, PURCELL & SCHINDLER		227 BROADWAY STREET		SANTA MONICA	CA	90401
MORGAN & MORGAN, PA		76 SOUTH LAURA STREET		JACKSONVILLE	FL	32202
MORRIS, SAKALARIOS & BLACKWELL, PLLC		1817 HARDY STREET		HATTIESBURG	MS	39401
MOTLEY RICE LLC	ATTN KATHY ERNST	28 BRIDGESIDE BLVD.		MOUNT PLEASANT	SC	29464
MOTLEY RICE LLC		1555 POYDRAS STREET		NEW ORLEANS	LA	70112
MOTLEY RICE LLC		321 SOUTH MAIN STREET SUITE 402		PROVIDENCE	RI	02940
MOTLEY RICE LLC		50 CLAY STREET, SUITE 1		MORGANTOWN	WV	26501
MOTLEY RICE LLC		55 CEDAR ST., STE 100		PROVIDENCE	RI	02903
MOTLEY RICE LLC		600 THIRD AVENUE, SUITE 2101		NEW YORK	NY	10016
MOTLEY RICE LLC (WASHINGTON, DC)		1000 POTOMAC ST		WASHINGTON	DC	20007
MULLIN, CRONIN, CASEY & BLAIR, PS		115 N WASHINGTON ST STE 3		SPOKANE	WA	99201-0657
MULVEY, CORNELL & MULVEY		378 ISLINGTON STREET		PORTSMOUTH	NH	03801
MUNDY & SINGLEY LLP		816 CONGRESS AVENUE		AUSTIN	TX	78701
MYERS & COMPANY, P L L C		1530 EASTLAKE AVE		SEATTLE	WA	98102
NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES		350 FIFTH AVENUE SUITE 7413		NEW YORK	NY	10018
NAPOLI SHKOLNIK PLLC		1 GREENTREE CENTRE		MARLTON	NJ	08053
NAPOLI SHKOLNIK PLLC		1301 AVENUE OF THE AMERICAS, TENTH FLOOR		NEW YORK	NY	10019
NAPOLI SHKOLNIK PLLC		350 FIFTH AVENUE SUITE 7413		NEW YORK	NY	10018
NAPOLI SHKOLNIK PLLC		400 BROADHOLLOW ROAD		MELVILLE	NY	11747

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NAPOLI SHKOLNIK PLLC		919 NORTH MARKET STREET, SUITE 1801		WILMINGTON	DE	19801
NAPOLI SHKOLNIK PLLC		MARK TWAIN PLAZA I	101 WEST VANDALIA STREET, SUITE 200	EDWARDSVILLE	IL	62025
NASS CANCELLIERE BRENNER Nicolina Rodriguez		1515 MARKET STREET, SUITE 2000 Address Redacted		PHILADELPHIA	PA	19102
NIX, PATTERSON & ROACH, LLP		205 LINDA DRIVE		DAINGERFIELD	TX	75638
NORRIS & PHELPS		101 FERGUSON STREET		HATTIESBURG	MS	39401
OBRIEN LAW FIRM, PC		815 GEYER AVENUE		SAINT LOUIS	MO	63104
ODOM LAW FIRM		PO DRAWER 1868		FAYETTEVILLE	AR	72701
PATTEN, WORNOM, HATTEN & DIAMONSTEIN, L.C.		12350 JEFFERSON AVENUE		NEWPORT NEWS	VA	23602
PAUL C GARNER LAW OFFICES		222 ALLVIEW AVENUE		BREWSTER	NY	10509-0364
PAUL D. HENDERSON, PC		712 W. DIVISION STREET		ORANGE	TX	77631
PAUL, REICH & MYERS, PC		1608 WALNUT STREET		PHILADELPHIA	PA	19103
PEARCE LEWIS, LLP		425 CALIFORNIA ST., SUITE 410		SAN FRANCISCO	CA	94104
PENN RAKAUSKI		Address Redacted				
PERRY & SENSOR		704 N. KING ST, #560		WILMINGTON	DE	19801
PETERSEN, PARKINSON & ARNOLD, PLLC		390 N. CAPITAL AVENUE		IDAHO FALLS	ID	83403
PHILLIPS & PAOLICELLI, LLP		747 3RD AVE, 6TH FL.		NEW YORK	NY	10017
PLOTKIN, VINCENT & JAFFE, LLC		111 VETERANS BLVD STE 520,		METAIRIE	LA	70005
POLLACK & FLANDERS, LLP		15 BROAD STREET		BOSTON	MA	02109
PORTER & MALOUF		4465 I-55 NORTH, SUITE 301		JACKSON	MS	39236
POURCIAU LAW FIRM		2200 VETERANS MEMORIAL BLVD., STE 210		KENNER	LA	70062
POWELL, MINEHART & LYONS		1923 WELSH ROAD		PHILADELPHIA	PA	19115
PRICE WAICUKAUSKI & RILEY, LLC		301 MASSACHUSETTS AVENUE		INDIANAPOLIS	IN	46204
PRIM LAW FIRM, PLLC		3825 TEAYS VALLEY ROAD, SUITE 200		HURRICANE	WV	25526
PRITCHARD LAW FIRM, PLLC		PO BOX 1500		OCEAN SPGS	MS	39566
PROVOST UMPHREY LAW FIRM, L.L.P.	ATTN BRYAN O. BLEVINS, JR.	490 PARK STREET		BEAUMONT	TX	77701
R.G. TAYLOR II, P.C. & ASSOCIATES		500 DALLAS STREET		HOUSTON	TX	77002
RANCE N ULMER		PO BOX 1		BAY SPRINGS	MS	39422
RAYNES MCCARTY BINDER ROSS & MUNDY		116 WHITE HORSE PIKE		HADDON HEIGHTS	NJ	08035
REAUD, MORGAN & QUINN, INC	ATTN GLEN W. MORGAN	801 LAUREL STREET		BEAUMONT	TX	77701
REBECCA S. VINOCUR P.A.		Address Redacted				
REYES, OSHEA & COLOCA, PA		345 PALERMO AVENUE		CORAL GABLES	FL	33134
RICHARD HOBIN LAW OFFICE		1011 A St.		Antioch	CA	94509

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RICHARDSON, PATRICK, WESTBROOK & BRICKMAN, LLC		MARK TWAIN PLAZA II	103 WEST VANDALIA STREET, SUITE 212	EDWARDSVILLE	IL	62025
ROACH, LANGSTON & BRUNO ROBERT A. MARCIS II		2393 HG MOSLEY PARKWAY BUILDING 3, SUITE 103 Address Redacted		LONGVIEW	TX	75604
ROBERT E. SWEENEY CO, L.P.A		20525 CENTER RIDGE ROAD, SUITE 205		ROCKY RIVER	OH	44116
ROBERT M CHEVERIE & ASSOCIATES PC		333 E RIVER DR		HARTFORD	CT	06108
ROBERT PEIRCE & ASSOCIATES, P.C.		2500 GULF TOWER		PITTSBURGH	PA	15219-1912
ROBERT PEIRCE & ASSOCIATES, P.C.		707 GRANT STREET, SUITE 125		PITTSBURGH	PA	15219
ROBINS CLOUD LLP		2000 WEST LOOP SOUTH, SUITE 2200		HOUSTON	TX	77027
ROBINS CLOUD LLP		6421 PERKINS RD		BATON ROUGE	LA	70808
RODMAN, RODMAN & SANDMAN, PC		ONE MALDEN SQUARE BUILDING		MALDEN	MA	02148-5122
ROGERS, PATRICK, WESTBROOK & BRICKMAN, LLC		MARK TWAIN PLAZA II	103 WEST VANDALIA STREET, SUITE 212	EDWARDSVILLE	IL	62025
ROHN, LEE J ESQ		1108 King Street, Suite 3		Christiansted, St. Croix	VI	00820
RON AUSTIN & ASSOCIATES, LLC		400 MANHATTAN BOULEVARD		HARVEY	LA	70058
ROUSSEL & CLEMENT		1714 CANNES DRIVE		LA PLACE	LA	70068
ROVEN-KAPLAN, LLP		2190 NORTH LOOP WEST		HOUSTON	TX	77018
ROWLAND & ROWLAND, PC		312 S. GAY ST		KNOXVILLE	TN	37902-2111
RUSSELL L COOK JR & ASSOCIATES		1221 LAMAR STE 1300		HOUSTON	TX	77010-3038
RUSSELL L COOK JR & ASSOCIATES		FOUR HOUSTON CENTER		HOUSTON	TX	77010
RUSSELL SMITH		Address Redacted				
RYAN A. FOSTER & ASSOCIATES, PLLC		440 LOUISIANA		HOUSTON	TX	77002
SADLER & SADLER		8100 BROADWAY, STE 200		SAN ANTONIO	TX	78209
SANDERS & SANDERS		707 W. FRONT AVENUE		ORANGE	TX	77630
SATTERLEY & KELLEY, PLLC		8700 WESTPORT ROAD		LOUISVILLE	KY	40242
SAVINIS KANE & GALLUCCI, LLC		707 GRANT STREET		PITTSBURGH	PA	15219
SCHOEN WALTON TELKEN & FOSTER, LLC		412 MISSOURI AVENUE		EAST SAINT LOUIS	IL	62201
SCHROETER, GOLDMARK & BENDER		810 3RD AVENUE		SEATTLE	WA	98104
SCHWARZWALD & ROCK		616 PENTON MEDIA	1300 EAST 9TH STREET	CLEVELAND	OH	44114
SCOTT & SCOTT LTD		5 OLD RIVER PLACE SUITE 204		JACKSON	MS	39202
SCRUGGS, DODD, AND DODD		207 ALABAMA AVE SW		FORT PAYNE	AL	35967

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SEEGER WEISS LLP		ONE WILLIAM STREET		NEW YORK	NY	10004
SEGAL LAW FIRM		810 KANAWHA BOULEVARD EAST		CHARLESTON	WV	25301
SEGAL, MCCAMBRIDGE, SINGER & MAHONEY		850 THIRD AVENUE		NEW YORK CITY	NY	10022
SERLING & ABRAMSON, PC		280 NORTH OLD WOODWARD AVE.		BIRMINGHAM	MI	48009
SHANNON LAW FIRM, PLLC		100 WEST GALLATIN STREET		HAZLEHURST	MS	39083
SHEIN LAW CENTER, LTD		121 SOUTH BROAD STREET		PHILADELPHIA	PA	19107
SHERMOENJAKSA LAW, PLLC		345 SIXTH AVENUE		INTERNATIONAL FALLS	MN	56649
SHINGLER LAW		1255 TREAT BLVD, SUITE 300		WALNUT CREEK	CA	94597
SHIVERS, GOSNAY & GREATREX, LLC		1415 ROUTE 70 EAST		CHERRY HILL	NJ	08034
SHRADER & ASSOCIATES, LLP		9 GREENWAY PLAZA, SUITE 2300		HOUSTON	TX	77046
SIEBEN POLK, P.A.		1640 SOUTH FRONTAGE ROAD		HASTINGS	MN	55033
SILBER PEARLMAN LLP		2711 N HASKELL AVE		DALLAS	TX	75204
SIMMONS HANLY CONROY LLC	ATTN PERRY J. BROWDER	ONE COURT STREET		ALTON	IL	62002
SIMON GREENSTONE PANATIER, PC		1201 ELM ST		DALLAS	TX	75270
SIMON GREENSTONE PANATIER, PC		301 EAST OCEAN BLVD		LONG BEACH	CA	90802
SIMON GREENSTONE PANATIER, PC		3232 MCKINNEY AVENUE		DALLAS	TX	75204
SIVINSKI & SMITH		8905 LAKE AVE., 4TH FLOOR		CLEVELAND	OH	44102
SKEEN, GOLDMAN, LLP		301 N CHARLES ST		BALTIMORE	MD	21201
SLOAN, HATCHER, PERRY, RUNGE, ROBERTSON & SMITH	DBA SLOAN LAW FIRM	101 EAST WHALEY STREET		LONGVIEW	TX	75601
SMITH & HOOPER		TWO HOUSTON CENTER		HOUSTON	TX	77010
STEBBINS & PINKERTON, PLLC		300 SUMMERS STREET	BB&T SQUARE SUITE 700	CHARLESTON	WV	25301
SUTHERS LAW FIRM		PO BOX 8847		SAVANNAH	GA	31412
SUTTER LAW FIRM		1598 KANAWHA BLVD, EAST		CHARLESTON	WV	25311
SWEENEY, MOHON & VLAD		20525 CENTER RIDGE ROAD	SUITE 205	ROCKY RIVER	OH	44116
SWMW LAW, LLC	ATTN BEN SCHMICKLE	701 MARKET STREET, SUITE 1000		ST. LOUIS	MO	63101
SZAFERMAN, LAKIND, BLUMSTEIN, BLADER & LEHMANN, P.C.		101 GROVERS MILL ROAD		LAWRENCEVILLE	NJ	08648
TERRANCE M JOHNSON		Address Redacted				
TERRELL HOGAN		Address Redacted				
THE BIFFERATO FIRM, P.A.		1007 N. ORANGE ST.		WILMINGTON	DE	19801
THE BOGDAN LAW FIRM		7322 SOUTHWEST FREEWAY		HOUSTON	TX	77074
THE CALHOUN LAW OFFICE		POBOX 324		WEST POINTS	MS	39773
THE CARLILE LAW FIRM, LLP		400 S. ALAMO		MARSHALL	TX	75670
THE CARTWRIGHT LAW FIRM		222 FRONT STREET		SAN FRANCISCO	CA	94111
THE CHEEK LAW FIRM		650 POYDRAS, STE 2310		NEW ORLEANS	LA	70130

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THE DEATON LAW FIRM		450 NORTH BROADWAY		EAST PROVIDENCE	RI	02914
THE DEBRUIN FIRM LLC		405 N. KING STREET		WILMINGTON	DE	19801
THE FERRARO LAW FIRM PA	ATTN JAMES L. FERRARO	600 BRICKELL AVE., SUITE 3800		MIAMI	FL	33131
THE GORI LAW FIRM PC	ATTN SARA M. SALGER	156 NORTH MAIN STREET		EDWARDSVILLE	IL	62025
THE JAQUES ADMIRALTY LAW FIRM, PC		1370 PENOBSCOT BUILDING		DETROIT	MI	48226
THE LANIER LAW FIRM PC	ATTN SAM E. TAYLOR	10940 W. SAM HOUSTON PKWY N, SUITE 100		HOUSTON	TX	77064
THE LANIER LAW FIRM, PC AS TRUSTEE		6810 FM 1960 W		HOUSTON	TX	77069
THE LAW OFFICE OF RONALD R. BENJAMIN		126 RIVERSIDE DRIVE		BINGHAMTON	NY	13902
THE LAW OFFICES OF DAVID M. HOULISTON		7500 JEFFERSON ST. NE, #106		ALBUQUERQUE	NM	87109
THE LAW OFFICES OF JOHN TARA		16 COTTAGE STREET		BROCKTON	MA	02401
THE LAW OFFICES OF PAUL A WEYKAMP		16 STENERSON LANE		HUNT VALLEY	MD	21030
THE LAW OFFICES OF PETER T. NICHOLL	ATTN WILLIAM C. BURGY	36 SOUTH CHARLES STREET, SUITE 1700		BALTIMORE	MD	21201
THE LIPMAN LAW FIRM		5915 PONCE DE LEON BLVD.		CORAL GABLES	FL	33146
THE MISMAS LAW FIRM, LLC		38118 SECOND STREET		WILLOUGHBY	OH	44094
THE MOODY LAW FIRM, INC.		500 CRAWFORD STREET, SUITE 300		PORTSMOUTH	VA	23705
THE NEMEROFF LAW FIRM, A PROFESSIONAL CORPORATION		21021 SPRINGBROOK PLAZA DR		SPRING	TX	77379
THE NEMEROFF LAW FIRM, A PROFESSIONAL CORPORATION		3355 W ALABAMA STREET		HOUSTON	TX	77098
THE OQUINN LAW FIRM		440 LOUISIANA STREET		HOUSTON	TX	77002
THE PAUL LAW FIRM		1608 FOURTH STREET		BERKELEY	CA	94710
THE PAUL LAW FIRM		3011 TOWNSGATE ROAD, SUITE 450		WESTLAKE VILLAGE	CA	91361
THE PERICA LAW FIRM, PC		229 EAST FERGUSON AVENUE		WOOD RIVER	IL	62095
THE RUCKDESCHER LAW FIRM, LLC		8357 MAIN STREET		ELLCOTT CITY	MD	21043
THE SHEPARD LAW FIRM, P.C.		160 FEDERAL ST		BOSTON	MA	02110
THE WILLIAMS LAW FIRM, PC		245 PARK AVE, 39TH FLOOR		NEW YORK	NY	10167
THOMAS J. OWENS		Address Redacted				
THORNTON LAW FIRM		ONE LINCOLN ST FLR 13		BOSTON	MA	02110
TIMBY & DILLON		330 SOUTH STATE STREET		NEWTOWN	PA	18940
UNGLESBY LAW FIRM		246 NAPOLEON ST		BATON ROUGE	LA	70802
VINSON LAW, LLC		4230 S. MACDILL AVE. STE. 203,		TAMPA	FL	33611
VOGELZANG LAW		401 N MICHIGAN AVE #350		CHICAGO	IL	60611
VONA LAW, PLLC		500 BUFFALO ROAD		EAST AURORA	NY	14052



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WADDELL ANDERMAN, LLC		2222 EASTGATE DRIVE		BATON ROUGE	LA	70816
WAITS, EMMETT, POPP & TEICH LLC		1515 POYDRAS ST, SUITE 1950		NEW ORLEANS	LA	70112
WALTON TELKEN FOSTER, LLC		241 N MAIN ST,		EDWARDSVILLE	IL	62025
WARD BLACK LAW		208 W. WENDOVER AVENUE		GREENSBORO	NC	27401
WARTNICK LAW FIRM		650 CALIFORNIA STREET		SAN FRANCISCO	CA	94108
WATERS & KRAUS, LLP		222 NORTH SEPULVEDA BOULEVARD		EL SEGUNDO	CA	90245
WATERS & KRAUS, LLP		3141 HOOD STREET		DALLAS	TX	75219
WATERS & KRAUS, LLP		315 NORTH CHARLES STREET		BALTIMORE	MD	21201
WATERS & KRAUS, LLP		9191 SIEGEN LANE, BUILDING 7		BATON ROUGE	LA	70810
WATTS & HEARD		811 BARTON SPRINGS RD, SUITE 725		AUSTIN	TX	78704
WEINFELD, DAVID M, ESQ		Address Redacted				
WEINSTEIN CAGGIANO PLLC		601 UNION STREET, SUITE 2420		SEATTLE	WA	98101
WEINSTEIN LAW FIRM		518 E. TYLER ST.		ATHENS	TX	75751
WEITZ & LUXENBERG, PC	ATTN PERRY WEITZ, JUSTINE K. DELANEY, LISA N. BUSCH	700 BROADWAY		NEW YORK	NY	10003
WEITZ & LUXENBERG, PC		180 MAIDEN LANE		NEW YORK	NY	10038
WEITZ & LUXENBERG, PC		1800 CENTURY PARK EAST STE 700		LOS ANGELES	CA	90067
WEITZ & LUXENBERG, PC		200 LAKE DRIVE EAST - SUITE 205		CHERRY HILL	NJ	08002
WILENTZ, GOLDMAN & SPITZER		110 WILLIAM STREET		NEW YORK	NY	10038
WILENTZ, GOLDMAN & SPITZER		90 WOODBRIDGE CENTER DRIVE		WOODBIDGE	NJ	07095
WILENTZ, GOLDMAN & SPITZER		TWO PENN CENTER PLAZA		PHILADELPHIA	PA	19102
WILLIAMS & SMAY		57 EAST FOURTH STREET		WILLIAMSPORT	PA	17703
WILLIAMS KHERKHER HART & BOUNDAS, LLP		8441 GULF FREEWAY		HOUSTON	TX	77017
WILLOUGHBY & HOEFER, P.A.		930 RICHLAND STREET		COLUMBIA	SC	29201
WYLDER CORWIN KELLY LLP		207 E. WASHINGTON STREET		BLOOMINGTON	IL	61701
WYSOKER, GLASSNER, WEINGARTNER, GONZALEZ & LOCKSPEISER		340 GEORGE ST		NEW BRUNSWICK	NJ	08901
YOUNG, REVERMAN & MAZZEI CO., L.P.A.		1014 VINE STREET		CINCINNATI	OH	45202
ZAMLER, SHIFFMAN & KARFIS, P.C.		30150 TELEGRAPH ROAD SUITE 100		BINGHAM FARMS	MI	48025
ZINNS LAW, LLC		2082 WESTWOOD RD SE		SMYRNA	GA	30080



## Exhibit F

**Exhibit F**

Trust Discovery Notice Party

Served via First Class Mail

CreditorName	Address1	City	State	Zip
Claims Resolution Management Corp.	3120 Fairview Park Drive, Suite 200	Falls Church	VA	22042-4570

# EXHIBIT J

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

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

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**CERTIFICATE OF SERVICE**

I, Priscilla Romero, depose and say that I am employed by Kurtzman Carson Consultants LLC (“KCC”), the claims and noticing agent for the Debtors in the above-captioned case.

On April 13, 2022, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C**, **Exhibit D**, and **Exhibit E**:

- **Amended Notice of Hearing** [Docket No. 1117]

Furthermore, on April 13, 2022, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Notice of Change to April 28, 2022, Omnibus Hearing Time** [Docket No. 1118]

Dated: April 19, 2022

/s/ Priscilla Romero  
Priscilla Romero  
KCC  
222 N Pacific Coast Highway,  
3<sup>rd</sup> Floor  
El Segundo, CA 90245  
Tel 310.823.9000

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

# Exhibit A

Exhibit A  
Master Service List  
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Local Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	Burt & Cordes, PLLC	Stacy C. Cordes and Meghan Abernathy	scordes@burtcordeslaw.com
Counsel to the Official Committee of Asbestos Personal Injury Claimants	Caplin & Drysdale Chartered	Kevin C Maclay, Todd E Phillips	kmaclay@capdale.com; tphillips@capdale.com
Counsel to Century Indemnity Company, Federal Insurance Company, Pacific Employers Insurance Company, Westchester Fire Insurance Company, ACE American Insurance Company, and ACE Property & Casualty Insurance Company; Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Crowell & Moring LLP	Mark D. Plevin	mplevin@crowell.com
Counsel to Century Indemnity Company, Federal Insurance Company, Pacific Employers Insurance Company, Westchester Fire Insurance Company, ACE American Insurance Company, and ACE Property & Casualty Insurance Company; Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Crowell & Moring LLP	Tacie H. Yoon	tyoon@crowell.com
Counsel to Honeywell International Inc.	Davis & Hamrick, LLP	Jason L. Walters	jwalters@davisandhamrick.com
Counsel to Affiliated FM Insurance Company	Dentons US LLP	Geoffrey M. Miller	Geoffrey.miller@dentons.com
Counsel to Affiliated FM Insurance Company	Dentons US LLP	Robert B. Millner and Patrick C. Maxcy	Robert.millner@dentons.com; patrick.maxcy@dentons.com
Counsel to AIU Insurance Company; America Home Assurance Company; AIG Property Casualty Insurance Company, formerly known as Birmingham Fire Insurance Company of Pennsylvania; Granite State Insurance Company; Insurance Company of The State of Pennsylvania; Landmark Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburg, PA; Continental Casualty Company and Continental Insurance Company (in its own right and as successor to Harbor Insurance Company as Successor by Merger to the Fidelity & Casualty Company of New York); Government Employees Insurance Company; Certain Underwriters at Lloyd's, London; Accident & Casualty Co.; Accident & Casualty Insurance of Winterthur; Winterthur Swiss Insurance Company; World Auxiliary Insurance Corporation Limited; Yasuda Fire & Marine Insurance Company (UK) Limited; Wellfleet New York Insurance Company; The Ocean Marine Insurance Company Limited f/k/a Indemnity Marine JT and Columbia Casualty Company; NRG Victory Reinsurance Company Limited f/k/a New London Per Haywood/Gen Re Synd.; Republic Insurance Company	Duane Morris LLP	Russell W. Roten, Jeff D. Kahane, Andrew E. Mina	RWRoten@duanemorris.com; JKahane@duanemorris.com; AMina@duanemorris.com
Local Counsel to Billy Washburn, Paul Becktell and others represented in this action by The Gori Law Firm	Essex Richards, PA	Heather W Culp and John C Woodman	jwoodman@essexrichards.com
Counsel to The Oakfabco Liquidating Trust	FrankGecker LLP	Joseph D. Frank	jfrank@fgllp.com
Counsel to U.S. Bank National Association, as Proposed Trustee	Greenberg Traurig, LLP	Peter D. Kieselbach	kieselbachp@gtlaw.com
Counsel to U.S. Bank National Association, as Proposed Trustee	Greenberg Traurig, LLP	Ryan Reimers	reimersr@gtlaw.com
Counsel to Joseph W. Grier, III, the Legal Representative for Future Asbestos Claimants	Grier Wright Martinez, PA	A. Cotten Wright	cwright@grierlaw.com
Local Counsel for the Official Committee of Asbestos Personal Injury Claimants	Hamilton Stephens Steele Martin PLLC	Glenn C Thompson and Kenneth B. Dantine	gthompson@lawhssm.com; kdantine@lawhssm.com
Counsel to Earl Gross	Higgins & Owens, PLLC	Sara (Sally) W. Higgins	shiggins@higginsowens.com
Counsel to TIG Insurance Company, Everest Reinsurance Company, and Hudson Insurance Company	James McElroy & Diehl, PA	Adam Ross	aross@jmdlaw.com
Counsel to Bestwall LLC	King & Spalding LLP	Cory Hohnbaum	chohnbaum@kslaw.com
Counsel to Bestwall LLC	King & Spalding LLP	Richard A. Schneider	dschneider@kslaw.com

Exhibit A  
Master Service List  
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel for Allstate Insurance Company, as successor in interest to Northbrook Excess & Surplus Insurance Company, formerly Northbrook Insurance Company	Mays Law Firm, PLLC	Robert A. Mays	rmays@mayslawfirmnc.com
Local Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	McCarter & English LLP	Anthony Bartell and Phillip S. Pavlick	abartell@mccarter.com; ppavlick@mccarter.com
Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	McCarter & English LLP	Gregory J Mascitti	gmascitti@mccarter.com
Local Counsel to Trane Technologies Company LLC and Trane U.S. Inc.	McCarter & English LLP	Philip D. Amoa	pamoa@mccarter.com
Counsel to The Oakfabco Liquidating Trust	Moon Wright & Houston, PLLC	Andrew T. Houston	ahouston@mwhattorneys.com
Counsel to Affiliated FM Insurance Company	Moore & Van Allen PLLC	Hillary B. Crabtree and Zachary H. Smith	hillarycrabtree@mvalaw.com; zacharysmith@mvalaw.com
Counsel to First State Insurance Company and Twin City Fire Insurance Company; Hartford Accident and Indemnity Company, First State Insurance Company, New England Insurance Company, and Twin City Fire Insurance Company	Nexsen Pruet PLLC	Christine L Myatt	cmyatt@nexsenpruet.com
Counsel to Century Indemnity Company, Federal Insurance Company, Pacific Employers Insurance Company, Westchester Fire Insurance Company, ACE American Insurance Company, and ACE Property & Casualty Insurance Company; Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Nexsen Pruet PLLC	Lisa P. Sumner	LSumner@nexsenpruet.com
Office of the Bankruptcy Administrator	Office of the United States Bankruptcy Administrator, Western District of North Carolina	Attn Shelley K Abel	shelley_abel@ncwba.uscourts.gov
Counsel to Joseph W. Grier, III, the Legal Representative for Future Asbestos Claimants	Orrick, Herrington & Sutcliffe LLP	Jonathan P. Guy and Debra L. Felder	jpguy@orrick.com; dfelder@orrick.com
Counsel to Certain Asbestos Plaintiffs	Richardson, Patrick, Westbrook & Brickman, LLC	J. David Butler	dbutler@rpwb.com
Counsel to Allianz Underwriters Ins. Co., Allianz Versicherungs AG, AM. Ins. Co., Chicago Ins. Co., Fireman's Fund Ins. Co., and Allianz SPA (f/k/a Riunione Adriatic Di Sicurta)	Rivkin Radler LLP	Michael A. Kotula	michael.kotula@rivkin.com stuart.gordon@rivkin.com;
Counsel to Dairyland Insurance Company	Rivkin Radler LLP	Stuart I. Gordon and Matthew V. Spero	matthew.spero@rivkin.com
Counsel to the Official Committee of Asbestos Personal Injury Claimants	Robinson & Cole, LLP	Natalie D Ramsey, Davis Lee Wright	nramsey@rc.com; dwright@rc.com
Counsel to The Travelers Indemnity Company, United States Fidelity and Guaranty Company, Travelers Casualty and Surety Company f/k/a The Aetna Casualty and Surety Company, St. Paul Surplus Lines Insurance Company, St. Paul Guardian Insurance Company, and St. Paul Fire and Marine Insurance Company	Steptoe & Johnson LLP	Joshua R Taylor, Catherine D. Cockerham	jrtaylor@steptoe.com; ccockerham@steptoe.com
Counsel to Billy Washburn, Paul Beckett and Others Represented in This Action by The Gori Law Firm	The Gori Law Firm	Sara M. Salger and Beth Gori	sara@gorilaw.com; beth@gorilaw.com
Counsel to Allianz Underwriters Ins. Co., Allianz Versicherungs AG, AM. Ins. Co., Chicago Ins. Co., Fireman's Fund Ins. Co., and Allianz SPA (f/k/a Riunione Adriatic Di Sicurta)	Troutman Pepper Hamilton Sanders LLP	Leslie A. Davis	leslie.davis@troutman.com
Counsel to Allianz Underwriters Ins. Co., Allianz Versicherungs AG, AM. Ins. Co., Chicago Ins. Co., Fireman's Fund Ins. Co., and Allianz SPA (f/k/a Riunione Adriatic Di Sicurta)	Troutman Pepper Hamilton Sanders LLP	Victoria A. Alvarez	victoria.alvarez@troutman.com
Counsel to United States of America, on behalf of the Department of Health and Human Services (HHS)	U.S. Department of Justice	Seth B. Shapiro, Senior Trial Counsel	seth.shapiro@usdoj.gov
Counsel to Zurich American Insurance Company, Zurich Insurance Company Ltd, Zurich Reinsurance Company, Ltd., and American Guarantee & Liability Insurance Company	Willkie Farr & Gallagher LLP	Richard Mancino	rmancino@willkie.com
Counsel to The Official Committee of Asbestos Personal Injury Claimants	Winston & Strawn LLP	David Neier and Carrie V. Hardman	dneier@winston.com; chardman@winston.com

# Exhibit B



Exhibit B

Trust Discovery Notice Parties  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
ACandS, Inc. Asbestos Settlement Trust	Carl N. Kunz, III	ckunz@morrisjames.com
ACandS, Inc. Asbestos Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	kirwin@kmklaw.com; ptracy@kmklaw.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	bgc@conaway-legal.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Carl N. Kunz, III	ckunz@morrisjames.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	kirwin@kmklaw.com; jmorales@kmklaw.com
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Babcock & Wilcox Company Asbestos PI Trust	Bernard G. Conaway	bgc@conaway-legal.com
Babcock & Wilcox Company Asbestos PI Trust	Douglas A. Campbell, Phillip E. Milch	dcampbell@camlev.com; pmilch@camlev.com
Babcock & Wilcox Company Asbestos PI Trust	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Celotex Asbestos Settlement Trust	Bernard G. Conaway	bgc@conaway-legal.com
Celotex Asbestos Settlement Trust	Kathleen Campbell Davis	kdavis@camlev.com
Collective DCPF Trusts	Beth Moskow-Schnoll	moskow@ballardspahr.com
Combustion Engineering 524(g) Asbestos PI Trust	Sander L. Esserman, Steven A. Felsenthal	Esserman@sbeb-law.com; Felsenthal@sbeb-law.com
Delaware Claims Processing Facility	B. Chad Ewing	chadewing@wbd-us.com
Delaware Claims Processing Facility	Jason C. Rubinstein, Timothy M. Haggerty	jrubinstein@fklaw.com; thaggerty@fklaw.com
DII Industries, LLC Asbestos PI Trust (Halliburton, HarbisonWalker)	Molly Christina Spieczny DII Industries, LLC Asbestos PI Trust	mspieczny@diiasbestostrust.org
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Bernard G. Conaway	bgc@conaway-legal.com
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Kathleen Campbell Davis	kdavis@camlev.com
Flintkote Asbestos Trust	Carl N. Kunz, III	ckunz@morrisjames.com
Flintkote Asbestos Trust	Kevin E. Irwin, Jennifer J. Morales	kirwin@kmklaw.com; ptracy@kmklaw.com
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust	Joseph D. Frank, Frances Gecker	jfrank@fgllp.com; fgecker@fgllp.com
GST Settlement Facility	John C. Woodman	Jwoodman@essexrichards.com
GST Settlement Facility	Phillip A. Tracy, Bethany P. Recht	brecht@kmklaw.com; ptracy@kmklaw.com
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	Joseph D. Frank, Jeremy C. Kleinman	jfrank@fgllp.com; jkleinman@fgllp.com
Manville Personal Injury Settlement Trust	B. Chad Ewing	chad.ewing@wbd-us.com
Manville Personal Injury Settlement Trust	Jason C. Rubinstein, Timothy M. Haggerty	jrubinstein@fklaw.com; thaggerty@fklaw.com

Exhibit B

Trust Discovery Notice Parties  
 Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Manville Personal Injury Settlement Trust		malissaantonucci@mantrust.org
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Bernard G. Conaway	bgc@conaway-legal.com
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Paddock Enterprises, LLC	George A. Davis, Brian S. Rosen, Christopher J. Kochman, Jonathan J. Weichselbaum	George.Davis@lw.com; Chris.Kochman@lw.com; Brian.Rosen@lw.com; Jon.Weichselbaum@lw.com
Paddock Enterprises, LLC	Jeffrey E. Bjork, Amy C. Quartarolo, Kimberly A. Posin, Helena G. Tsergounis, Christina M. Craige	Jeff.Bjork@lw.com; Amy.Quartarolo@lw.com; Kim.Posin@lw.com; Chris.Craige@lw.com; Helena.Tsergounis@lw.com
Pittsburgh Corning Corporation Asbestos PI Trust	David B. Salzman	dsalzman@camlev.com
T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	Sander L. Esserman, Peter C. D'Apice	Esserman@sbep-law.com; D'Apice@sbep-law.com
Trustees of The Quigley Company, Inc. Asbestos PI Trust	Kevin E. Irwin, Rachel A. Rowe, Phillip A. Tracy, Bethany P. Recht	kirwin@kmklaw.com; rrowe@kmklaw.com; ptracy@kmklaw.com; brecht@kmklaw.com
United States Gypsum Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	bgc@conaway-legal.com
United States Gypsum Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	meskin@camlev.com; kdavis@camlev.com
Verus LLC	Michael A. Kaplan, Rasmeet K. Cahil	mkaplan@lowenstein.com; rcahil@lowenstein.com
Verus LLC	Sally E. Veghte	sveghte@klehr.com
WRG Asbestos Trust	Douglas A. Campbell, Phillip E. Milch	dcampbell@camlev.com; pmilch@camlev.com
WRG Asbestos Trust	Marla Rosoff Eskin	meskin@camlev.com
Yarway Asbestos Personal Injury Trust	Marla Rosoff Eskin	meskin@camlev.com

## Exhibit C

Exhibit C

Master Service List  
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Internal Revenue Service	Internal Revenue Service		4905 Koger Boulevard		Greensboro	NC	27407
North Carolina Department of Revenue	North Carolina Department of Revenue	Bankruptcy Unit	PO Box 1168		Raleigh	NC	27602
Securities & Exchange Commission	Securities & Exchange Commission	Office of Reorganization	950 East Paces Ferry Rd, NE	Suite 900	Atlanta	GA	30326-1382
Securities And Exchange Commission	Securities And Exchange Commission		100 F Street, NE		Washington	DC	20549
Local Counsel to Jesus Perez and others represented in this action by Schrader & Associates, LLP	Touchstone Family Law	Christopher J. Culp	6101 Carnegie Boulevard, Suite 100		Charlotte	NC	28209
United States Attorney's Office, Western District of North Carolina	United States Attorney	Attn Civil Division	227 West Trade Street	Suite 1650	Charlotte	NC	28202

## Exhibit D

## Exhibit D

Trust Discovery Notice Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
ACandS, Inc. Asbestos Settlement Trust	ACandS Asbestos Settlement Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 North Market Street 10th Floor			Wilmington	DE	19890-1605
ACandS, Inc. Asbestos Settlement Trust	ACandS Asbestos Trust c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
ACandS, Inc. Asbestos Settlement Trust	Carl N. Kunz, III	Morris James LLP	500 Delaware Avenue, Suite 1500	P.O. Box 2306	Wilmington	DE	19899-2306
ACandS, Inc. Asbestos Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	Keating Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Armstrong World Industries Asbestos Personal Injury Settlement Trust	P.O. Box 1079			Wilmington	DE	19899-1079
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street Suite 400		Wilmington	DE	19801
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Carl N. Kunz, III	Morris James LLP	500 Delaware Avenue, Suite 1500	P.O. Box 2306	Wilmington	DE	19899-2306
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Kevin E. Irwin, Jennifer J. Morales	Keating Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890
Babcock & Wilcox Company Asbestos PI Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street Suite 400		Wilmington	DE	19801
Babcock & Wilcox Company Asbestos PI Trust	Douglas A. Campbell, Phillip E. Milch	Campbell & Levine, LLC	310 Grant Street, Suite 1700		Pittsburgh	PA	15219
Babcock & Wilcox Company Asbestos PI Trust	Lance J. Arnold	Roedel Parsons Blache Fontana Piontek & Pisano	1515 Poydras Street Suite 2330		New Orleans	LA	70112
Babcock & Wilcox Company Asbestos PI Trust	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Celotex Asbestos Settlement Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801
Celotex Asbestos Settlement Trust	Kathleen Campbell Davis	Campbell & Levine LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Celotex Asbestos Settlement Trust		P.O. Box 1036			Wilmington	DE	19899-1036
Claims Resolution Management Corp.		3120 Fairview Park Drive, Suite 200			Falls Church	VA	22042-4570
Collective DCPF Trusts	Beth Moskow-Schnoll	Ballard Spahr LLP	919 N. Market Street, 11th Floor		Wilmington	DE	19801
Combustion Engineering 524(g) Asbestos PI Trust	c/o Verus Claims Services, LLC	Attn: Daniel P. Myer	3967 Princeton Pike		Princeton	NJ	08540
Combustion Engineering 524(g) Asbestos PI Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Combustion Engineering 524(g) Asbestos PI Trust	Sander L. Esserman, Steven A. Felsenthal	Stutzman, Bromberg, Esserman & Plifka	2323 Bryan Street, Suite 2200		Dallas	TX	75201
Delaware Claims Processing Facility	B. Chad Ewing	Womble Bond Dickinson (US) LLP	301 South College Street		Charlotte	NC	28202
Delaware Claims Processing Facility	Jason C. Rubinstein, Timothy M. Haggerty	Friedman Kaplan Seiler & Adelman LLP	7 Times Square		New York	NY	10036-6516
Delaware Claims Processing Facility		1007 N. Orange Street			Wilmington	DE	19801

## Exhibit D

Trust Discovery Notice Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
DII Industries, LLC Asbestos PI Trust (Halliburton, HarbisonWalker)	Molly Christina Spieczny DII Industries, LLC Asbestos PI Trust	12222 Merit Drive, Suite 1150			Dallas	TX	75251
DII Industries, LLC Asbestos PI Trust (Halliburton, HarbisonWalker)		P.O. Box 821628			Dallas	TX	75382
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Federal-Mogul Asbestos Personal Injury Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Federal-Mogul Asbestos PI Trust (T&N FMP Fel-Pro Vellumoid Flexitallic Sufunds)	P.O. Box 8401			Wilmington	DE	19899-8401
Federal-Mogul Asbestos Personal Injury Trust (T&N, FMP, Fel-Pro, Vellumoid, Flexitallic Subfunds)	Kathleen Campbell Davis	Campbell & Levine LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Flintkote Asbestos Trust	Carl N. Kunz, III	Morris James LLP	500 Delaware Avenue, Suite 1500	P.O. Box 2306	Wilmington	DE	19899-2306
Flintkote Asbestos Trust	Kevin E. Irwin, Jennifer J. Morales	Keating Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust	Joseph D. Frank, Frances Gecker	FrankGecker LLP	1327 West Washington Blvd.	Suite 5 G-H	Chicago	IL	60607
G-I Holdings Inc. Trust	G-I Holdings Inc. Asbestos Personal Injury Settlement Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
GST Settlement Facility	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
GST Settlement Facility	John C. Woodman	Essex Richards, P.A.	1701 South Blvd.		Charlotte	NC	28203
GST Settlement Facility	Phillip A. Tracy, Bethany P. Recht	Keating, Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
GST Settlement Facility	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	Joseph D. Frank, Jeremy C. Kleinman	FrankGecker LLP	1327 West Washington Blvd.	Suite 5 G-H	Chicago	IL	60607
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Manville Personal Injury Settlement Trust	B. Chad Ewing	Womble Bond Dickinson (US) LLP	One Wells Fargo Center, Suite 3500	301 South College Street	Charlotte	NC	28202
Manville Personal Injury Settlement Trust	Jared S. Garelick General Counsel, Manville Personal Injury Settlement Trust	3120 Fairview Park Dr. Suite 200			Falls Church	VA	22042
Manville Personal Injury Settlement Trust	Jason C. Rubinstein, Timothy M. Haggerty	Friedman Kaplan Seiler & Adelman LLP	7 Times Square		New York	NY	10036-6516
Manville Personal Injury Settlement Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890

## Exhibit D

Trust Discovery Notice Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Manville Personal Injury Settlement Trust		P.O. Box 270	1132 Main Street, Suite 4		Peekskill	NY	10566
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)	Owens Corning/Fibreboard Asbestos Personal Injury Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Sub-Funds)		P.O. Box 1027			Wilmington	DE	19899-1072
Paddock Enterprises LLC	c/o Director or Agent	One Michael Owens Way, Plaza 2			Perrysburg	OH	43551-2999
Paddock Enterprises, LLC	George A. Davis, Brian S. Rosen, Christopher J. Kochman, Jonathan J. Weichselbaum	Latham & Watkins LLP	1271 Avenue of the Americas		New York	NY	10020
Paddock Enterprises, LLC	Jeffrey E. Bjork, Amy C. Quartarolo, Kimberly A. Posin, Helena G. Tseregounis, Christina M. Craige	Latham & Watkins LLP	355 South Grand Avenue, Suite 100		Los Angeles	CA	90071
Paddock Enterprises, LLC	John H. Knight, Michael J. Merchant, Brendan J. Schlauch, Sarah Silveira	Richards, Layton, & Finger, P.A.	One Rodney Square 920 N. King Street		Wilmington	DE	19801
Pittsburgh Corning Corporation Asbestos PI Trust	David B. Salzman	Campbell & Levine, LLC	310 Grant Street, Suite 1700		Pittsburgh	PA	15219
Pittsburgh Corning Corporation Asbestos PI Trust	PCC Asbestos PI Trust	P.O. Box 1032			Wilmington	DE	19899-1032
Quigley Company, Inc. Asbestos PI Trust	Quigley Asbestos Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike		Princeton	NJ	08540
T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	Sander L. Esserman, Peter C. D'Apice	Stutzman, Bromberg, Esserman & Plifka	2323 Bryan Street, Suite 2200		Dallas	TX	75201
TH Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
TH Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust	THAN Asbestos Personal Injury Trust c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
The Babcock & Wilcox Asbestos Personal Injury Settlement Trust	Babcock and Wilcox Personal Injury Settlement Trust	P.O. Box 8890			Wilmington	DE	19899-1036
The Babcock & Wilcox Company Asbestos PI Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
The Flintkote Asbestos Trust	Flintkote Asbestos Trust	P.O. Box 1033			Wilmington	DE	19899
The Flintkote Asbestos Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890
Trustees of The Quigley Company, Inc. Asbestos PI Trust	Kevin E. Irwin, Rachel A. Rowe, Phillip A. Tracy, Bethany P. Recht	Keating, Muething & Klekamp PLL	One East Fourth Street, Suite 1400		Cincinnati	OH	45202
United States Gypsum Asbestos Personal Injury Settlement Trust	Bernard G. Conaway	Conaway-Legal LLC	1007 North Orange Street	Suite 400	Wilmington	DE	19801
United States Gypsum Asbestos Personal Injury Settlement Trust	Marla R. Eskin, Kathleen Campbell Davis	Campbell & Levine LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801



## Exhibit D

Trust Discovery Notice Parties  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
United States Gypsum Asbestos Personal Injury Settlement Trust	Registered Agent - Wilmington Trust Company	Rodney Square North 1100 N. Market Street			Wilmington	DE	19890
United States Gypsum Asbestos Personal Injury Settlement Trust		P.O. Box 1080			Wilmington	DE	19899-1080
Verus Claims Services, LLC		3967 Princeton Pike			Princeton	NJ	08540
Verus LLC	Michael A. Kaplan, Rasmeel K. Cahil	Lowenstein Sandler	One Lowenstein Drive		Roseland	NJ	07068
Verus LLC	Sally E. Veghte	Klehr Harrison Harvey Branzburg LLP	919 N. Market Street, Suite 1000		Wilmington	DE	19801
Verus LLC		3967 Princeton Pike			Princeton	NJ	08540
WR Grace Asbestos PI Trust	WRG Asbestos PI Trust - Registered Agent - Wilmington Trust Company	Rodney Square North 1100 North Market Street 10th Floor			Wilmington	DE	19890-1605
WRG Asbestos PI Trust		P.O. Box 1390			Wilmington	DE	19899-1390
WRG Asbestos Trust	Douglas A. Campbell, Phillip E. Milch	310 Grant Street, Suite 1700			Pittsburgh	PA	15219
WRG Asbestos Trust	Marla Rosoff Eskin	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Yarway Asbestos Personal Injury Trust	c/o Verus Claims Services, LLC	3967 Princeton Pike			Princeton	NJ	08540
Yarway Asbestos Personal Injury Trust	Marla Rosoff Eskin	Campbell & Levine, LLC	222 Delaware Avenue, Suite 1620		Wilmington	DE	19801
Yarway Asbestos Personal Injury Trust	Registered Agent - Wilmington Trust, National Association	Rodney Square North 1100 North Market Street			Wilmington	DE	19890

## Exhibit E

## Exhibit E

Asbestos Firms  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
ADELMAN & STEEN		224 2ND AVE		HATTIESBURG	MS	39401
ALKON MEANEY & HART		2115 QUEEN STREET	CHRISTIANSTED	ST. CROIX	VI	00300
ANAPOL WEISS		1900 DELANCEY PLACE		PHILADELPHIA	PA	19103
ANAPOL WEISS		ONE LOGAN SQUARE		PHILADELPHIA	PA	19103
ANDRUS WAGSTAFF		7171 W ALASKA DR		LAKEWOOD	CO	80226
ANTION MCGEE LAW GROUP, PLLC		341 CHAPLIN RD, SECOND FLOOR STE B		MORGANTOWN	WV	26501
ASHCRAFT & GEREL		120 East Baltimore Street, Suite 1802		Baltimore	MD	21202
AUSMAN LAW FIRM PC LLO		9850 NICHOLAS ST STE 305		OMAHA	NE	68114
BAGGETT, MCCALL, BURGESS & WATSON		3006 COUNTRY CLUB ROAD		LAKE CHARLES	LA	70606-7820
BAILEY COWAN HECKAMAN, PLLC		1360 POST OAK BLVD STE 2300		HOUSTON	TX	77056
BALDWIN & BALDWIN		400 WEST HOUSTON		MARSHALL	TX	75670
BARON & BUDD, PC	ATTN STEVE BARON	3102 OAK LAWN AVENUE, SUITE 1100		DALLAS	TX	75219
BARON & BUDD, PC		30 OVERBROOK		MONROE	OH	45050
BARON & BUDD, PC		5862 ROUTE 11		CANTON	NY	13617
BARON & BUDD, PC		9015 BLUEBONNET BLVD		BATON ROUGE	LA	70810
BARRETT LAW OFFICE, PA		404 COURT SQUARE NORTH		LEXINGTON	MS	39095
BARTON & WILLIAMS PA		3007 MAGNOLIA ST		PASCAGOULA	MS	39567
BELLUCK & FOX, LLP		546 FIFTH AVE,		NEW YORK	NY	10036
BERGMAN DRAPER OSLUND, PLLC		821 2ND AVENUE		SEATTLE	WA	98104
BERMAN & SIMMONS		129 LISBON STREET		LEWISTON	ME	04243
BEVAN & ASSOCIATES, LPA, INC	ATTN THOMAS BEVAN	6555 DEAN MEMORIAL PARKWAY		BOSTON HEIGHTS	OH	44236
BLACK LAW GROUP PLLC		2000 WEST LOOP SOUTH, SUITE 2200		HOUSTON	TX	77027
BLACKWELL & ASSOCIATES		PO BOX 84464		BATON ROUGE	LA	70884
BLANK ROME LLP		ONE LOGAN SQUARE		PHILADELPHIA	PA	19103-6998
BLUE WILLIAMS, L.L.P.		3421 NORTH CAUSEWAY BLVD., 9TH FLOOR		METAIRIE	LA	70002
BOECHLER, PC		802 1ST AVE. NORTH		FARGO	ND	58102
BORDELON, HAMLIN & THERIOT		701 SOUTH PETERS STREET, SUITE 100		NEW ORLEANS	LA	70130
BOUMAN & HOPKINS		14550 TORREY CHASE		HOUSTON	TX	77014
BRADLEY LTD		1533 SHERMER ROAD		NORTHBROOK	IL	60062
BRAYTON PURCELL LLP		111 SW COLUMBIA STREET		PORTLAND	OR	97201
BRAYTON PURCELL LLP		222 RUSH LANDING ROAD		NOVATO	CA	94948
BRENT COON & ASSOCIATES	ATTN BRENT W. COON	215 ORLEANS STREET		BEAUMONT	TX	77701
BRENT COON & ASSOCIATES		1136 BALLENA BLVD		ALAMEDA	CA	94501
BRENT COON & ASSOCIATES		1220 WEST 6TH STREET		CLEVELAND	OH	44113

## Exhibit E

Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
BRENT COON & ASSOCIATES		12201 BIG BEND RD, SUITE 200		SAINT LOUIS	MO	63122
BRENT COON & ASSOCIATES		1500 JFK BLVD, SUITE 1301		PHILADELPHIA	PA	19102
BRENT COON & ASSOCIATES		277 DARTMOUTH STREET		BOSTON	MA	02116
BRENT COON & ASSOCIATES		44 MONTGOMERY STREET		SAN FRANCISCO	CA	94104
BRENT COON & ASSOCIATES		619 JEFFERSON HIGHWAY		BATON ROUGE	LA	70802
BRENT COON & ASSOCIATES		ONE JACKSON PLACE, SUITE 1375		JACKSON	MS	39021
BRIAN CUNHA AND ASSOCIATES		311 PINE STREET		FALL RIVER	MA	02720
BROOKMAN, ROSENBERG, BROWN & SANDLER		ONE PENN SQUARE WEST, 17TH FLOOR		PHILADELPHIA	PA	19102
BROWN KIELY LLP		4915 SAINT ELMO AVENUE, STE 510		BETHESDA	MD	20814
BUBALO GOODE SALES & BLISS PLC		9300 SHELBYVILLE RD		LOUISVILLE	KY	40222
BUCK LAW FIRM		3930 EAST JONES BRIDGE RD		PEACHTREE CORNERS	GA	30092
BULLOCK CAMPBELL BULLOCK & HARRIS, PC		8203 WILLOW PLACE DRIVE SOUTH		HOUSTON	TX	77070
BURROW & PARROTT, LLC		1301 MCKINNEY, SUITE 3500		HOUSTON	TX	77010-3092
C. GRANT HEDGEPEETH		Address Redacted				
CALWELL LUCE DITRAPANO PLLC		500 RANDOLPH STREET		CHARLESTON	WV	25302
CAREY DANIS & LOWE		8235 FORSYTH SUITE 1100		ST. LOUIS	MO	63105
CAROSELLI, BEACHLER & COLEMAN, L.L.C		20 STANWIX ST, 7TH FLOOR		PITTSBURGH	PA	15222
CARTWRIGHT, BOKELMAN, BOROWSKY, ET AL		101 CALIFORNIA STREET		SAN FRANCISCO	CA	94111
CASCINO VAUGHAN LAW OFFICES, LTD		220 SOUTH ASHLAND AVE		CHICAGO	IL	60607
CASEY, GERRY, SCHENK, FRANCAVILLA, BLATT & PENFIELD, LLP		110 LAUREL STREET		SAN DIEGO	CA	92101-1486
CATES MAHONEY, LLC		216 W POINTE DR # A		SWANSEA	IL	62226
CELLINO & BARNES, PC		420 LEXINGTON AVENUE		NEW YORK	NY	10170
CHARGOIS & HERRON, LLP		16903 RED OAK DRIVE		HOUSTON	TX	77090
CHRIS PARKS, P.C.		1 PLAZA SQUARE		PORT ARTHUR	TX	77642-5513
CLAPPER, PATTI, SCHWEIZER & MASON		2330 MARINSHIP WAY		SAUSALITO	CA	94965
CLARY & ASSOCIATES		406 N. 4TH ST.		BATON ROUGE	LA	70801
CLETUS P ERNSTER III, PC		440 LOUISIANA		HOUSTON	TX	77002
CLIFFORD LAW OFFICES		120 N. LASALLE STREET		CHICAGO	IL	60602
CLIMACO, LEFKOWITZ, PECA, WILCOX & GAROFOLI CO., LPA		1228 EUCLID AVENUE		CLEVELAND	OH	44115
COADY LAW FIRM		205 PORTLAND STREET		BOSTON	MA	02114

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Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
COHEN, PLACITELLA & ROTH, PC		127 MAPLE AVENUE		RED BANK	NJ	07701
COHEN, PLACITELLA & ROTH, PC		TWO COMMERCE SQUARE		PHILADELPHIA	PA	19102
CONNELL FOLEY LLP		85 LIVINGSTON AVENUE		ROSELAND	NJ	07068
COOK, PORTUNE & LOGOTHETIS		22 WEST NINTH STREET		CINCINNATI	OH	45202
COONEY & CONWAY	ATTN JOHN D. COONEY	120 N. LASALLE STREET, SUITE 3000		CHICAGO	IL	60602
COOPER, BECKMAN & TUERK		700 PROVIDENT FINANCIAL CENTER		BALTIMORE	MD	21202
CUMBEST, CUMBEST, HUNTER & MCCORMICK, PC		729 WATTS AVENUE		PASCAGOULA	MS	39568
CUMBEST, CUMBEST, HUNTER & MCCORMICK, PC		PO BOX 1287		PASCAGOULA	MS	39568-1425
DAMICO LAW OFFICES, LLC		310 GRANT STREET		PITTSBURGH	PA	15219
DAVID C. THOMPSON ATTORNEY AT LAW, PC		321 KITSON AVE		GRAND FORKS	ND	58206
DAVID P. KOWNACKI, P.C.		122 EAST 42ND ST		NEW YORK	NY	10168
DAVIS & CRUMP, P.C.		1712 15TH ST, SUITE 300		GULFPORT	MS	39501
DAVIS & FEDER		PO DRAWER 6829		GULFPORT	MS	39506
DEAKLE-COUCH, PLLC		802 MAIN STREET		HATTIESBURG	MS	39403
DEARIE, JOHN C & ASSOCIATES		515 MADISON AVE		NEW YORK	NY	10022
DEBLASE BROWN EYERLY, LLP		10990 WILSHIRE BLVD		LOS ANGELES	CA	90024
DELANEY & DESAUTELS		80 WOLF ROAD, SIXTH AVE		ALBANY	NY	12205
DEROBERTIS & WAXMAN LLP		610 WARD AVENUE, SECOND FLOOR		HONOLULU	HI	96814
DEROBERTIS & WAXMAN LLP		820 MILILANI STREET, SUITE 505		HONOLULU	HI	96813
DOBS LEGAL, LLP	DBA DEAN OMAR BRANHAM SHIRLEY, LLP	302 N MARKET ST		DALLAS	TX	75202
DUBOSE LAW FIRM, PLLC		4310 N. CENTRAL EXPY		DALLAS	TX	75206
DUKE LAW FIRM, P.C.		236 WESTVIEW TERRACE		ARLINGTON	TX	76013
EARLY, LUCARELLI, SWEENEY & MEISENKOTHEN	ATTN BRIAN EARLY	360 LEXINGTON AVENUE, 20TH FLOOR		NEW YORK	NY	10017
EARLY, LUCARELLI, SWEENEY & MEISENKOTHEN		ONE CENTURY TOWER, 265 CHURCH ST		NEW HAVEN	CT	06508
EMBRY & NEUSNER		118 POQUONOCK ROAD		GROTON	CT	06340
ENVIRONMENTAL ATTORNEYS GROUP, PC		2232 CAHABA VALLEY DRIVE		BIRMINGHAM	AL	35242
ENVIRONMENTAL LITIGATION GROUP, PC		2160 HIGHLAND AVENUE SOUTH		BIRMINGHAM	AL	35205
F. GERALD MAPLES, PA		Address Redacted				
FARRISE LAW FIRM		225 S. Olive Street		Los Angeles	CA	90012
FEARS NACHAWATI, PLLC		5473 BLAIR ROAD		DALLAS	TX	75231

## Exhibit E

Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
FERRELL LAW GROUP		6226 WASHINGTON AVE., SUITE 200		HOUSTON	TX	77007
FITZGERALD & ASSOCIATES		1869 SEMINOLE TRAIL		CHARLOTTESVILLE	VA	22901
FLACK LAW OFFICE, PC		229 EAST FERGUSON AVENUE		WOOD RIVER	IL	62095
FLINT LAW FIRM LLC		112 MAGNOLIA DRIVE		GLEN CARBON	IL	62034
FLINT LAW FIRM LLC		3160 PARISA DRIVE		PADUCAH	KY	42003
FOSTER & SEAR, LLP		524 E. LAMAR BLVD.		ARLINGTON	TX	76011
FREDRIKSON & BYRON, P.A.		51 BROADWAY		FARGO	ND	58102
FROST LAW FIRM PC		273 WEST 7TH ST		SAN PEDRO	CA	90731
GALANTE & BIVALACQUA LLC		650 POYDRAS STREET		NEW ORLEANS	LA	70130
GAWTHROP GREENWOOD, PC		3711 KENNETT PIKE, SUITE 100		WILMINGTON	DE	19807
GEKLAW- GORDON, EDELSTEIN, KREPACK, GRANT, FELTON		3580 WILSHIRE BLVD		LOS ANGELES	CA	90010
GEORGE & FARINAS, LLP		151 N. DELAWARE ST, STE 1700		INDIANAPOLIS	IN	46204
GERSHBAUM & WEISZ, PC		192 LEXINGTON AVE, STE 802		NEW YORK	NY	10016
GIBSON LAW FIRM		628 NORTH STATE STREET		JACKSON	MS	39202
GOLD LAW FIRM		555 MONTGOMERY STREET, SUITE 605		SAN FRANCISCO	CA	94111
GOLDBERG, PERSKY & WHITE, P.C.	ATTN BRUCE E. MATTOCK AND NICKERSON JACOBS	11 STANWIX STREET, SUITE 1800		PITTSBURGH	PA	15222
GOLDBERG, PERSKY & WHITE, P.C.		30 CHASE DRIVE		HURRICANE	WV	25526
GOLDBERG, PERSKY & WHITE, P.C.		3995 FASHION SQUARE BLVD		SAGINAW	MI	48603
GOLDBERG, PERSKY & WHITE, P.C.		4800 FASHION SQUARE BOULEVARD		SAGINAW	MI	48604
GOLDBERG, PERSKY & WHITE, P.C. (MI)		3193 BOARDWALK DRIVE, UNIT 5769		SAGINAW	MI	48603
GOLDENBERG HELLER ANTOGNOLI & ROWLAND, PC		2227 SOUTH STATE ROUTE 157		EDWARDSVILLE	IL	62025
GOODELL, DEVRIES, LEECH & DANN, LLP		ONE SOUTH STREET		BALTIMORE	MD	21202
GOODMAN, MEAGHER & ENOCH		111 NORTH CHARLES STREET FL 7		BALTIMORE	MD	21201
GORDON & SILBER PC		355 LEXINGTON AVENUE		NEW YORK	NY	10017
GREEN & SCHAFLE		2332 SOUTH BROAD STREET		PHILADELPHIA	PA	19145
GREENE, KETCHUM, BAILEY & TWEEL		419 11TH STREET		HUNTINGTON	WV	25701
GRENFELL SLEDGE & STEVENS PLLC		1659 LELIA DRIVE		JACKSON	MS	39216
HALLEY, CORNELL & LYNCH		525 MARKET STREET		SAN FRANCISCO	CA	94105-2745
HALVACHS & ABERNATHY, LLC		5111 WEST MAIN STREET		BELLEVILLE	IL	62226
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN	ACTS CENTER-BLUE BELL	375 MORRIS ROAD	P.O. BOX 1479	LANSDALE	PA	19446

## Exhibit E

Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
HAROWITZ & TIGERMAN, LLP		450 SANSOME STREET		SAN FRANCISCO	CA	94111
HARRELL & NOWAK, LLC		700 CAMP STREET		NEW ORLEANS	LA	70130
HARRISON & DEGARMO		ONE DANIEL BURNHAM COURT		SAN FRANCISCO	CA	94109-5460
HARRISON, KEMP, JONES & COULTHARD, LLP		WELLS FARGO TOWER, 17TH FLOOR	3800 HOWARD HUGHES PARKWAY	LAS VEGAS	NV	89169
HART HYLAND SHEPHERD, LLC		207 E 1ST N ST		SUMMERVILLE	SC	29483
HARTLEY LAW GROUP, PLLC		2001 MAIN STREET		WHEELING	WV	26003
HARTLEY LAW, LLC		Post Office Box 2492		MOUNT PLEASANT	SC	29465
HENDLER LYONS FLORES, PLLC		1301 W 25TH STREET, STE 400		AUSTIN	TX	78705
HENINGER, GARRISON & DAVIS, LLC		2224 1ST AVENUE NORTH		BIRMINGHAM	AL	35203
HERBERT WILLIAM FISCHMAN, PC		230 PARK AVENUE		NEW YORK	NY	10169
HERRON & HERRON		505 SANSOME STREET # 1950		SAN FRANCISCO	CA	94111
HESSION LAW OFFICE, PLLC		202 NORTH SAGINAW STREET		ST CHARLES	MI	48655
HEYGOOD, ORR & REYES, LLP		4245 N CENTRAL EXPRESSWAY		DALLAS	TX	75205
HICKS & JOHNSON, PC		318 EAST CHEROKEE		WAGONER	OK	74477
HISSEY, KIENTZ & HERRON, PLLC		16800 IMPERIAL VALLEY DRIVE		HOUSTON	TX	77060
HISSEY, KIENTZ & HERRON, PLLC		9442 CAPITAL OF TEXAS HIGHWAY N, SUITE 420		AUSTIN	TX	78759
HOBSON & BRADLEY		2190 HARRISON STREET		BEAUMONT	TX	77701
HOLLAND LAW FIRM		211 N BROADWAY SUITE 2625,		SAINT LOUIS	MO	63102
HOSSLEY & EMBRY, LLP		320 S. BROADWAY AVE., SUITE 100		TYLER	TX	75702
HOUSSIERE, DURANT & HOUSSIERE, LLP		1990 POST OAK BLVD		HOUSTON	TX	77056
HOWARD & REED	ATTN D. DOUGLAS HOWARD, JR.	839 ST. CHARLES AVENUE, SUITE 306		NEW ORLEANS	LA	70130
HOWARD, LAUDUMIEY, MANN, REED & GOLDSTEIN		839 ST CHARLES AVENUE		NEW ORLEANS	LA	70130-3715
HUNEGS LENEAVE & KVAS, PA		900 SECOND AVENUE SOUTH		MINNEAPOLIS	MN	55402
INGE, WAYNE D		Address Redacted				
IRWIN FRITCHIE URQUHART & MOORE, LLC		400 POYDRAS STREET, SUITE 2700		NEW ORLEANS	LA	70130
J RONALD PARRISH		Address Redacted				
J. ANTONIO TRAMONTANA, ATTORNEY AT LAW		2011 HUDSON LANE		MONROE	LA	71207
Jackie Rodriguez		Address Redacted				
JACOBS & CRUMPLAR, PA		2 EAST 7TH STREET		WILMINGTON	DE	19801
JAMES F. HUMPHREYS & ASSOCIATES L.C.		112 CAPITOL ST 2ND FL		CHARLESTON	WV	25301
JARAMILLO LAW FIRM PC		505 ROMA AVENUE NW		ALBUQUERQUE	NM	87102

## Exhibit E

Asbestos Firms  
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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
JOHN C DEARIE & ASSOCIATES		3265 JOHNSON AVENUE		BRONX	NY	10463
JOHN F. DILLON, PLC		P.O.BOX 369		FOLSOM	LA	70437
JOHN J DUFFY & ASSOCIATES		23823 LORIAN ROAD		NORTH OLMSTED	OH	44070
JOSEPH C BLANKS, PC		PO BOX 999		DOUCETTE	TX	75942-0999
JUPITER LAW FIRM, LLC		650 POYDRAS ST STE 2015		NEW ORLEANS	LA	70130
JUPITER, STEVEN MARK ESQ		1631 ELYSIAN FIELDS AVE		NEW ORLEANS	LA	70117
KAESKE LAW FIRM		6301 GASTON AVENUE		DALLAS	TX	75214
KAPUSTA, DEIHL & SCHWEERS, LLC		445 FORT PITT BLVD. SUITE 500		PITTSBURGH	PA	15219
KARST & VON OISTE, LLP		23923 GOSLING RD.		SPRING	TX	77389
KASSEL MCVEY ATTORNEYS AT LAW		1330 LAUREL STREET		COLUMBIA	SC	29202
KAZAN, MCCLAIN, SATTERLEY & GREENWOOD PLC		55 HARRISON ST. STE 400		OAKLAND	CA	94607
KEAHEY LAW OFFICE		1 INDEPENDENCE PLAZA #612		BIRMINGHAM	AL	35209
KEAN MILLER LLP		400 CONVENTION STREET, SUITE 700		BATON ROUGE	LA	70802
KEEFE LAW FIRM		170 MONMOUTH STREET		RED BANK	NJ	07701
KELLER, FISHBACK & JACKSON LLP		18425 BURBANK BLVD		TARZANA	CA	91356
KELLEY & FERRARO, LLP		ERNST & YOUNG TOWER	950 MAIN AVENUE SUITE 1300	CLEVELAND	OH	44113
KELLEY, JASONS, MCGOWAN, SPINELLI, & HANNA LLP		TWO LIBERTY PLACE, SUITE 1900		PHILADELPHIA	PA	19102
KENEALY & JACOBI		222 E WITHERSPOON ST STE 401		LOUISVILLE	KY	40202
KEVIN D. GRAHAM, LLC		500 BOULEVARD PARK EAST		MOBILE	AL	36609
KEVIN J. HOLLEY		Address Redacted				
KEYES LAW FIRM		5813 HERON DRIVE		BALTIMORE	MD	21227
KITTRILL & MIDDLEBROOKS, LLC		459 Dauphin St		Mobile	AL	36602
KOPSKY & HECK, PC		16020 SWINGLEY ROAD		CHESTERFIELD	MO	63017
KOTSATOS LAW PLLC		60 W BROAD ST		BETHLEHEM	PA	18018
KRAFT PALMER DAVIES, PLLC		720 THIRD AVENUE		SEATTLE	WA	98104-1825
KURITZKY & BLAIR, PC		1501 BROADWAY		NEW YORK	NY	10036
LANDRY & SWARR		1010 COMMON ST #2050		NEW ORLEANS	LA	70112
LANIER LAW FIRM, PLLC		10940 W SAM HOUSTON PKWY N		HOUSTON	TX	77064
LANIER LAW FIRM, PLLC		126 EAST 56TH STREET		NEW YORK	NY	10022
LAW OFFICE OF A. DALE BOWERS, PA		1225 N KING STREET # 1200		WILMINGTON	DE	19801
LAW OFFICE OF CLIFFORD W. CUNIFF		207 EAST REDWOOD STREET		BALTIMORE	MD	21202
LAW OFFICE OF CLIFFORD W. CUNIFF		914 BAY RIDGE RD #240		ANNAPOLIS	MD	21403
LAW OFFICE OF JAMES J. PETTIT, LLC		236 BORTON MILL COURT		DELRAN	NJ	08075



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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
LAW OFFICE OF JAMES M BARBER		604 VIRGINIA STREET E		CHARLESTON	WV	25301
LAW OFFICE OF JEFFREY A VARAS		119 CALDWELL DRIVE		HAZLEHURST	MS	39083
LAW OFFICE OF JEFFREY S. MUTNICK		737 SW VISTA AVENUE		PORTLAND	OR	97205
LAW OFFICE OF WORTHINGTON & CARON, P.C.		273 WEST 7TH STREET		SAN PEDRO	CA	90731
LAW OFFICES OF BRUCE CARTER		5458 YOSEMITE DRIVE		FAIRFIELD	OH	45014
LAW OFFICES OF CHRISTOPHER E. GRELL		360 22ND STREET SUITE 320		OAKLAND	CA	94612
LAW OFFICES OF DANNY E. CUPIT, PC		304 N Congress St		Jackson	MS	39201
LAW OFFICES OF GLENN D. FEAGAN, P.S.C.		MIDLAND BUILDING, 16TH FLOOR	101 WEST PROSPECT AVE., SUITE 1600	CLEVELAND	OH	44115
LAW OFFICES OF JAMES D. BURNS, PS		2200 4TH AVENUE		SEATTLE	WA	98121
LAW OFFICES OF JON NORINSBERG		225 BROADWAY		NEW YORK	NY	10007
LAW OFFICES OF LEE W. DAVIS, ESQUIRE, L.L.C.		5239 BUTLER STREET, SUITE 201		PITTSBURGH	PA	15201
LAW OFFICES OF MICHAEL P JOYCE, PC		50 CONGRESS STREET, SUITE 840		BOSTON	MA	02109
LAW OFFICES OF MICHAEL R. BILBREY, PC		8724 PIN OAK ROAD		EDWARDSVILLE	IL	62025
LAW OFFICES OF NEIL KAY		4820 LEONARD CT.		WEST BLOOMFIELD	MI	48322
LAW OFFICES OF PETER G. ANGELOS, PC	ATTN ARMAND J. VOLTA, JR.	100 N. CHARLES STREET, 22ND FLOOR		BALTIMORE	MD	21201
LAW OFFICES OF PETER G. ANGELOS, PC		100 PENN SQUARE EAST		PHILADELPHIA	PA	19107
LAW OFFICES OF PETER G. ANGELOS, PC		2001 NORTH FRONT STREET		HARRISBURG	PA	17102
LAW OFFICES OF PETER G. ANGELOS, PC		2633 KINGSTON PIKE, STE 100		KNOXVILLE	TN	37919
LAW OFFICES OF PETER G. ANGELOS, PC		60 WEST BROAD STREET		BETHLEHEM	PA	18018
LAW OFFICES OF RICHARD M FOUNTAIN, PA		1771-A LELIA DRIVE		JACKSON	MS	39216-4047
LAW OFFICES OF THOMAS J. LAMB, P.A.		1908 EASTWOOD RD, STE 225		WILMINGTON	NC	28403
LAW OFFICES OF WILLIAM S GUY LAWRENCE G. GETTYS, APLC		909 DELAWARE AVE Address Redacted		MCCOMB	MS	39648

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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
LEBLANC & CONWAY, LLC		1100 POYDRAS STREET, STE. 2900 #146		NEW ORLEANS	LA	70163
LEE, FUTRELL & PERLES LLP		201 ST CHARLES AVENUE, SUITE 2409		NEW ORLEANS	LA	70170
LEGG, MARTIN L		Address Redacted				
LEVY KONIGSBERG LLP		800 3RD AVENUE		NEW YORK	NY	10022
LEWIS & SCHOLNICK		111 W. OCEAN BLVD., STE. 1950		LONG BEACH	CA	90802
LIPSITZ & PONTERIO, LLC		424 MAIN ST SUITE 1500,		BUFFALO	NY	14202
LIPSITZ GREEN SCIME CAMBRIA LLP		42 DELAWARE AVENUE		BUFFALO	NY	14202-3924
LOCKS LAW FIRM, LLC		110 EAST 55TH STREET		NEW YORK	NY	10022
LOCKS LAW FIRM, LLC		1500 WALNUT STREET		PHILADELPHIA	PA	19102
LOCKS LAW FIRM, LLC		457 HADDONFIELD ROAD		CHERRY HILL	NJ	08002
LOCKS LAW FIRM, LLC		601 WALNUT STREET		PHILADELPHIA	PA	19106
LOMAX LAW FIRM, P.A.		2502 MARKET STREET		PASCAGOULA	MS	39568
LOUIS H WATSON, JR., P.A.		Address Redacted				
LUBEL VOYLES LLP		675 BERING DR., STE. 850		HOUSTON	TX	77057
LUCKEY & MULLINS LAW FIRM PLLC		2016 BIENVILLE BOULEVARD		OCEAN SPRINGS	MS	39564
LUNDY, LUNDY, SOILEAU & SOUTH, LLP		501 BROAD STREET		LAKE CHARLES	LA	70602
Maria and Santiago Ramirez		Address Redacted				
MARONEY, WILLIAMS, WEAVER & PANCAKE, PLLC		608 VIRGINIA ST. E #4		CHARLESTON	WV	25301
MARTZELL & BICKFORD		338 LAFAYETTE STREET		NEW ORLEANS	LA	70130
MASTERS & SIVINSKI, LLP		ONE INDEPENDENCE PLACE, SUITE 260		INDEPENDENCE	OH	44131
MATTHEW E. KIELY, LLC		201 NORTH CHARLES STREET		BALTIMORE	MD	21201
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC		1015 LOCUST STREET, SUITE 1200		SAINT LOUIS	MO	63101
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC		150 WEST 30TH STREET, STE. 201		NEW YORK	NY	10001
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC		325-41 CHESTNUT ST		PHILADELPHIA	PA	19106
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC		659 EAGLE ROCK AVE, STE 28		WEST ORANGE	NJ	07052
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC		70 WASHINGTON STREET, SUITE 200		OAKLAND	CA	94607
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC		80 SE MADISON STREET, SUITE 310		PORTLAND	OR	97214
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC		P.O. BOX 2492		MOUNT PLEASANT	SC	29465
MAZUR & KITTEL, PLLC		1490 FIRST NATIONAL BUILDING		DETROIT	MI	48226

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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
MAZUR & KITTEL, PLLC		30665 NORTHWESTERN HIGHWAY		FARMINGTON HILLS	MI	48334
MAZUR & KITTEL, PLLC		412 FOURTEENTH STREET		TOLEDO	OH	43624-1202
MCDERMOTT & HICKEY, LLC		20525 CENTER RIDGE ROAD, STE 200		ROCKY RIVER	OH	44116
MCHUGH WILLIAMS, PLLC		ONE UNION SQUARE		CHARLESTON	WV	25302
MCPHERSON, MONK, HUGHES, BRADLEY & WIMBERLEY		3120 CENTRAL MALL DRIVE		PORT ARTHUR	TX	77642
MCTEAGUE, HIGBEE, CASE, COHEN, WHITNEY & TOKER, P.A.		4 UNION PARK		TOPSHAM	ME	04086
MEIROWITZ & WASSERBERG, LLP		535 5TH AVENUE, 23RD FLOOR		NEW YORK	NY	10017
MENGES LAW LLC		3126 GARDEN HILL LANE		SAINT LOUIS	MO	63139
METZGER LAW GROUP		401 E OCEAN BOULEVARD		LONG BEACH	CA	90802-4966
MICHIE HAMLETT		Address Redacted				
MILLS, JACQUELINE WARNER		Address Redacted				
MINOR & ASSOCIATES		160 MAIN ST		BILOXI	MS	39533
MORENO, PURCELL & SCHINDLER		227 BROADWAY STREET		SANTA MONICA	CA	90401
MORGAN & MORGAN, PA		76 SOUTH LAURA STREET		JACKSONVILLE	FL	32202
MORRIS, SAKALARIOS & BLACKWELL, PLLC		1817 HARDY STREET		HATTIESBURG	MS	39401
MOTLEY RICE LLC	ATTN KATHY ERNST	28 BRIDGESIDE BLVD.		MOUNT PLEASANT	SC	29464
MOTLEY RICE LLC		1555 POYDRAS STREET		NEW ORLEANS	LA	70112
MOTLEY RICE LLC		321 SOUTH MAIN STREET SUITE 402		PROVIDENCE	RI	02940
MOTLEY RICE LLC		50 CLAY STREET, SUITE 1		MORGANTOWN	WV	26501
MOTLEY RICE LLC		55 CEDAR ST., STE 100		PROVIDENCE	RI	02903
MOTLEY RICE LLC		600 THIRD AVENUE, SUITE 2101		NEW YORK	NY	10016
MOTLEY RICE LLC (WASHINGTON, DC)		1000 POTOMAC ST		WASHINGTON	DC	20007
MULLIN, CRONIN, CASEY & BLAIR, PS		115 N WASHINGTON ST STE 3		SPOKANE	WA	99201-0657
MULVEY, CORNELL & MULVEY		378 ISLINGTON STREET		PORTSMOUTH	NH	03801
MUNDY & SINGLEY LLP		816 CONGRESS AVENUE		AUSTIN	TX	78701
MYERS & COMPANY, P L L C		1530 EASTLAKE AVE		SEATTLE	WA	98102
NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES		350 FIFTH AVENUE SUITE 7413		NEW YORK	NY	10018
NAPOLI SHKOLNIK PLLC		1 GREENTREE CENTRE		MARLTON	NJ	08053
NAPOLI SHKOLNIK PLLC		1301 AVENUE OF THE AMERICAS, TENTH FLOOR		NEW YORK	NY	10019
NAPOLI SHKOLNIK PLLC		350 FIFTH AVENUE SUITE 7413		NEW YORK	NY	10018
NAPOLI SHKOLNIK PLLC		400 BROADHOLLOW ROAD		MELVILLE	NY	11747

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NAPOLI SHKOLNIK PLLC		919 NORTH MARKET STREET, SUITE 1801		WILMINGTON	DE	19801
NAPOLI SHKOLNIK PLLC		MARK TWAIN PLAZA I	101 WEST VANDALIA STREET, SUITE 200	EDWARDSVILLE	IL	62025
NASS CANCELLIERE BRENNER Nicolina Rodriguez		1515 MARKET STREET, SUITE 2000 Address Redacted		PHILADELPHIA	PA	19102
NIX, PATTERSON & ROACH, LLP		205 LINDA DRIVE		DAINGERFIELD	TX	75638
NORRIS & PHELPS		101 FERGUSON STREET		HATTIESBURG	MS	39401
OBRIEN LAW FIRM, PC		815 GEYER AVENUE		SAINT LOUIS	MO	63104
ODOM LAW FIRM		PO DRAWER 1868		FAYETTEVILLE	AR	72701
PATTEN, WORNOM, HATTEN & DIAMONSTEIN, L.C.		12350 JEFFERSON AVENUE		NEWPORT NEWS	VA	23602
PAUL C GARNER LAW OFFICES		222 ALLVIEW AVENUE		BREWSTER	NY	10509-0364
PAUL D. HENDERSON, PC		712 W. DIVISION STREET		ORANGE	TX	77631
PAUL, REICH & MYERS, PC		1608 WALNUT STREET		PHILADELPHIA	PA	19103
PEARCE LEWIS, LLP		425 CALIFORNIA ST., SUITE 410		SAN FRANCISCO	CA	94104
PENN RAKAUSKI		Address Redacted				
PERRY & SENSOR		704 N. KING ST, #560		WILMINGTON	DE	19801
PETERSEN, PARKINSON & ARNOLD, PLLC		390 N. CAPITAL AVENUE		IDAHO FALLS	ID	83403
PHILLIPS & PAOLICELLI, LLP		747 3RD AVE, 6TH FL.		NEW YORK	NY	10017
PLOTKIN, VINCENT & JAFFE, LLC		111 VETERANS BLVD STE 520,		METAIRIE	LA	70005
POLLACK & FLANDERS, LLP		15 BROAD STREET		BOSTON	MA	02109
PORTER & MALOUF		4465 I-55 NORTH, SUITE 301		JACKSON	MS	39236
POURCIAU LAW FIRM		2200 VETERANS MEMORIAL BLVD., STE 210		KENNER	LA	70062
POWELL, MINEHART & LYONS		1923 WELSH ROAD		PHILADELPHIA	PA	19115
PRICE WAICUKAUSKI & RILEY, LLC		301 MASSACHUSETTS AVENUE		INDIANAPOLIS	IN	46204
PRIM LAW FIRM, PLLC		3825 TEAYS VALLEY ROAD, SUITE 200		HURRICANE	WV	25526
PRITCHARD LAW FIRM, PLLC		PO BOX 1500		OCEAN SPGS	MS	39566
PROVOST UMPHREY LAW FIRM, L.L.P.	ATTN BRYAN O. BLEVINS, JR.	490 PARK STREET		BEAUMONT	TX	77701
R.G. TAYLOR II, P.C. & ASSOCIATES		500 DALLAS STREET		HOUSTON	TX	77002
RANCE N ULMER		PO BOX 1		BAY SPRINGS	MS	39422
RAYNES MCCARTY BINDER ROSS & MUNDY		116 WHITE HORSE PIKE		HADDON HEIGHTS	NJ	08035
REAUD, MORGAN & QUINN, INC	ATTN GLEN W. MORGAN	801 LAUREL STREET		BEAUMONT	TX	77701
REBECCA S. VINOCUR P.A.		Address Redacted				
REYES, OSHEA & COLOCA, PA		345 PALERMO AVENUE		CORAL GABLES	FL	33134
RICHARD HOBIN LAW OFFICE		1011 A St.		Antioch	CA	94509

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RICHARDSON, PATRICK, WESTBROOK & BRICKMAN, LLC		MARK TWAIN PLAZA II	103 WEST VANDALIA STREET, SUITE 212	EDWARDSVILLE	IL	62025
ROACH, LANGSTON & BRUNO ROBERT A. MARCIS II		2393 HG MOSLEY PARKWAY BUILDING 3, SUITE 103 Address Redacted		LONGVIEW	TX	75604
ROBERT E. SWEENEY CO, L.P.A		20525 CENTER RIDGE ROAD, SUITE 205		ROCKY RIVER	OH	44116
ROBERT M CHEVERIE & ASSOCIATES PC		333 E RIVER DR		HARTFORD	CT	06108
ROBERT PEIRCE & ASSOCIATES, P.C.		2500 GULF TOWER		PITTSBURGH	PA	15219-1912
ROBERT PEIRCE & ASSOCIATES, P.C.		707 GRANT STREET, SUITE 125		PITTSBURGH	PA	15219
ROBINS CLOUD LLP		2000 WEST LOOP SOUTH, SUITE 2200		HOUSTON	TX	77027
ROBINS CLOUD LLP		6421 PERKINS RD		BATON ROUGE	LA	70808
RODMAN, RODMAN & SANDMAN, PC		ONE MALDEN SQUARE BUILDING		MALDEN	MA	02148-5122
ROGERS, PATRICK, WESTBROOK & BRICKMAN, LLC		MARK TWAIN PLAZA II	103 WEST VANDALIA STREET, SUITE 212	EDWARDSVILLE	IL	62025
ROHN, LEE J ESQ		1108 King Street, Suite 3		Christiansted, St. Croix	VI	00820
RON AUSTIN & ASSOCIATES, LLC		400 MANHATTAN BOULEVARD		HARVEY	LA	70058
ROUSSEL & CLEMENT		1714 CANNES DRIVE		LA PLACE	LA	70068
ROVEN-KAPLAN, LLP		2190 NORTH LOOP WEST		HOUSTON	TX	77018
ROWLAND & ROWLAND, PC		312 S. GAY ST		KNOXVILLE	TN	37902-2111
RUSSELL L COOK JR & ASSOCIATES		1221 LAMAR STE 1300		HOUSTON	TX	77010-3038
RUSSELL L COOK JR & ASSOCIATES		FOUR HOUSTON CENTER		HOUSTON	TX	77010
RUSSELL SMITH		Address Redacted				
RYAN A. FOSTER & ASSOCIATES, PLLC		440 LOUISIANA		HOUSTON	TX	77002
SADLER & SADLER		8100 BROADWAY, STE 200		SAN ANTONIO	TX	78209
SANDERS & SANDERS		707 W. FRONT AVENUE		ORANGE	TX	77630
SATTERLEY & KELLEY, PLLC		8700 WESTPORT ROAD		LOUISVILLE	KY	40242
SAVINIS KANE & GALLUCCI, LLC		707 GRANT STREET		PITTSBURGH	PA	15219
SCHOEN WALTON TELKEN & FOSTER, LLC		412 MISSOURI AVENUE		EAST SAINT LOUIS	IL	62201
SCHROETER, GOLDMARK & BENDER		810 3RD AVENUE		SEATTLE	WA	98104
SCHWARZWALD & ROCK		616 PENTON MEDIA	1300 EAST 9TH STREET	CLEVELAND	OH	44114
SCOTT & SCOTT LTD		5 OLD RIVER PLACE SUITE 204		JACKSON	MS	39202
SCRUGGS, DODD, AND DODD		207 ALABAMA AVE SW		FORT PAYNE	AL	35967

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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
SEEGER WEISS LLP		ONE WILLIAM STREET		NEW YORK	NY	10004
SEGAL LAW FIRM		810 KANAWHA BOULEVARD EAST		CHARLESTON	WV	25301
SEGAL, MCCAMBRIDGE, SINGER & MAHONEY		850 THIRD AVENUE		NEW YORK CITY	NY	10022
SERLING & ABRAMSON, PC		280 NORTH OLD WOODWARD AVE.		BIRMINGHAM	MI	48009
SHANNON LAW FIRM, PLLC		100 WEST GALLATIN STREET		HAZLEHURST	MS	39083
SHEIN LAW CENTER, LTD		121 SOUTH BROAD STREET		PHILADELPHIA	PA	19107
SHERMOENJAKSA LAW, PLLC		345 SIXTH AVENUE		INTERNATIONAL FALLS	MN	56649
SHINGLER LAW		1255 TREAT BLVD, SUITE 300		WALNUT CREEK	CA	94597
SHIVERS, GOSNAY & GREATREX, LLC		1415 ROUTE 70 EAST		CHERRY HILL	NJ	08034
SHRADER & ASSOCIATES, LLP		9 GREENWAY PLAZA, SUITE 2300		HOUSTON	TX	77046
SIEBEN POLK, P.A.		1640 SOUTH FRONTAGE ROAD		HASTINGS	MN	55033
SILBER PEARLMAN LLP		2711 N HASKELL AVE		DALLAS	TX	75204
SIMMONS HANLY CONROY LLC	ATTN PERRY J. BROWDER	ONE COURT STREET		ALTON	IL	62002
SIMON GREENSTONE PANATIER, PC		1201 ELM ST		DALLAS	TX	75270
SIMON GREENSTONE PANATIER, PC		301 EAST OCEAN BLVD		LONG BEACH	CA	90802
SIMON GREENSTONE PANATIER, PC		3232 MCKINNEY AVENUE		DALLAS	TX	75204
SIVINSKI & SMITH		8905 LAKE AVE., 4TH FLOOR		CLEVELAND	OH	44102
SKEEN, GOLDMAN, LLP		301 N CHARLES ST		BALTIMORE	MD	21201
SLOAN, HATCHER, PERRY, RUNGE, ROBERTSON & SMITH	DBA SLOAN LAW FIRM	101 EAST WHALEY STREET		LONGVIEW	TX	75601
SMITH & HOOPER		TWO HOUSTON CENTER		HOUSTON	TX	77010
STEBBINS & PINKERTON, PLLC		300 SUMMERS STREET	BB&T SQUARE SUITE 700	CHARLESTON	WV	25301
SUTHERS LAW FIRM		PO BOX 8847		SAVANNAH	GA	31412
SUTTER LAW FIRM		1598 KANAWHA BLVD, EAST		CHARLESTON	WV	25311
SWEENEY, MOHON & VLAD		20525 CENTER RIDGE ROAD	SUITE 205	ROCKY RIVER	OH	44116
SWMW LAW, LLC	ATTN BEN SCHMICKLE	701 MARKET STREET, SUITE 1000		ST. LOUIS	MO	63101
SZAFERMAN, LAKIND, BLUMSTEIN, BLADER & LEHMANN, P.C.		101 GROVERS MILL ROAD		LAWRENCEVILLE	NJ	08648
TERRANCE M JOHNSON		Address Redacted				
TERRELL HOGAN		Address Redacted				
THE BIFFERATO FIRM, P.A.		1007 N. ORANGE ST.		WILMINGTON	DE	19801
THE BOGDAN LAW FIRM		7322 SOUTHWEST FREEWAY		HOUSTON	TX	77074
THE CALHOUN LAW OFFICE		POBOX 324		WEST POINTS	MS	39773
THE CARLILE LAW FIRM, LLP		400 S. ALAMO		MARSHALL	TX	75670
THE CARTWRIGHT LAW FIRM		222 FRONT STREET		SAN FRANCISCO	CA	94111
THE CHEEK LAW FIRM		650 POYDRAS, STE 2310		NEW ORLEANS	LA	70130

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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
THE DEATON LAW FIRM		450 NORTH BROADWAY		EAST PROVIDENCE	RI	02914
THE DEBRUIN FIRM LLC		405 N. KING STREET		WILMINGTON	DE	19801
THE FERRARO LAW FIRM PA	ATTN JAMES L. FERRARO	600 BRICKELL AVE., SUITE 3800		MIAMI	FL	33131
THE GORI LAW FIRM PC	ATTN SARA M. SALGER	156 NORTH MAIN STREET		EDWARDSVILLE	IL	62025
THE JAQUES ADMIRALTY LAW FIRM, PC		1370 PENOBSCOT BUILDING		DETROIT	MI	48226
THE LANIER LAW FIRM PC	ATTN SAM E. TAYLOR	10940 W. SAM HOUSTON PKWY N, SUITE 100		HOUSTON	TX	77064
THE LANIER LAW FIRM, PC AS TRUSTEE		6810 FM 1960 W		HOUSTON	TX	77069
THE LAW OFFICE OF RONALD R. BENJAMIN		126 RIVERSIDE DRIVE		BINGHAMTON	NY	13902
THE LAW OFFICES OF DAVID M. HOULISTON		7500 JEFFERSON ST. NE, #106		ALBUQUERQUE	NM	87109
THE LAW OFFICES OF JOHN TARA		16 COTTAGE STREET		BROCKTON	MA	02401
THE LAW OFFICES OF PAUL A WEYKAMP		16 STENERSON LANE		HUNT VALLEY	MD	21030
THE LAW OFFICES OF PETER T. NICHOLL	ATTN WILLIAM C. BURGY	36 SOUTH CHARLES STREET, SUITE 1700		BALTIMORE	MD	21201
THE LIPMAN LAW FIRM		5915 PONCE DE LEON BLVD.		CORAL GABLES	FL	33146
THE MISMAS LAW FIRM, LLC		38118 SECOND STREET		WILLOUGHBY	OH	44094
THE MOODY LAW FIRM, INC.		500 CRAWFORD STREET, SUITE 300		PORTSMOUTH	VA	23705
THE NEMEROFF LAW FIRM, A PROFESSIONAL CORPORATION		21021 SPRINGBROOK PLAZA DR		SPRING	TX	77379
THE NEMEROFF LAW FIRM, A PROFESSIONAL CORPORATION		3355 W ALABAMA STREET		HOUSTON	TX	77098
THE OQUINN LAW FIRM		440 LOUISIANA STREET		HOUSTON	TX	77002
THE PAUL LAW FIRM		1608 FOURTH STREET		BERKELEY	CA	94710
THE PAUL LAW FIRM		3011 TOWNSGATE ROAD, SUITE 450		WESTLAKE VILLAGE	CA	91361
THE PERICA LAW FIRM, PC		229 EAST FERGUSON AVENUE		WOOD RIVER	IL	62095
THE RUCKDESCHER LAW FIRM, LLC		8357 MAIN STREET		ELLCOTT CITY	MD	21043
THE SHEPARD LAW FIRM, P.C.		160 FEDERAL ST		BOSTON	MA	02110
THE WILLIAMS LAW FIRM, PC		245 PARK AVE, 39TH FLOOR		NEW YORK	NY	10167
THOMAS J. OWENS		Address Redacted				
THORNTON LAW FIRM		ONE LINCOLN ST FLR 13		BOSTON	MA	02110
TIMBY & DILLON		330 SOUTH STATE STREET		NEWTOWN	PA	18940
UNGLESBY LAW FIRM		246 NAPOLEON ST		BATON ROUGE	LA	70802
VINSON LAW, LLC		4230 S. MACDILL AVE. STE. 203,		TAMPA	FL	33611
VOGELZANG LAW		401 N MICHIGAN AVE #350		CHICAGO	IL	60611
VONA LAW, PLLC		500 BUFFALO ROAD		EAST AURORA	NY	14052



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CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
WADDELL ANDERMAN, LLC		2222 EASTGATE DRIVE		BATON ROUGE	LA	70816
WAITS, EMMETT, POPP & TEICH LLC		1515 POYDRAS ST, SUITE 1950		NEW ORLEANS	LA	70112
WALTON TELKEN FOSTER, LLC		241 N MAIN ST,		EDWARDSVILLE	IL	62025
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1 happened, I don't think I ought to be weighing in to approve  
2 partial remedies through amendments, particularly when we don't  
3 have all of the parties onboard with them.

4           So the bottom line is that I don't even know that,  
5 that the debtor and New CertainTeed need my endorsement. If  
6 you want to make these changes, just basically stipulate that  
7 this is, this is how you will construe it and you don't need  
8 anyone's agreement. Just put that in a filed document and  
9 whatever concern you had that I might be thinking bad things  
10 about the funding agreement, putting it in writing certainly  
11 would take care of, of establishing what you're willing to do.

12           So bottom line is that one, I'm inclined to deny and  
13 would call upon the Representatives for the order there. Keep  
14 it short and consistent with, with what we have.

15           Okay. Let's see. Where's that take us?

16           The trust motions, No. 2 on your contested matter  
17 agenda, the debtor's motion for the 2004 examinations of the  
18 trusts.

19           I wanted to ask a question here of the parties. I'm  
20 prepared to give you a ruling on this, but I've spent some time  
21 over the last two or three weeks trying to figure out what was  
22 going on in Bestwall as well and that also involves what's  
23 going on in, in the Delaware District Court. And it occurs to  
24 me that events are moving fairly quickly up there and whatever  
25 -- y'all, I think, are in front of Judge Beyer again tomorrow

1 with regard to this and by the time anyone tenders a ruling in  
2 this one, things might have changed once again, depending on  
3 what the second round of *subpoenas* does and what the district  
4 court does if there are motions to quash.

5           So my inquiry is, does it really make sense for me to  
6 rule on this now or would you like to sit on this one for a  
7 month or two and see if the dust clears a little bit so you  
8 know what is and isn't possible based on that case? Another  
9 way of putting it is, do you want to go to all this trouble and  
10 find out in Bestwall that what you've got teed up isn't going  
11 to work?

12           MR. GORDON: Your Honor, Greg Gordon on behalf of the  
13 debtor.

14           That, that's obviously a great question. You know, I  
15 think from our perspective the way we looked at this is we  
16 believe the authority that we sought in, in Bestwall and was  
17 granted by Judge Beyer was appropriate.

18           THE COURT: Right.

19           MR. GORDON: And your Honor knows based on events that  
20 transpired in Delaware that we disagree with the court's ruling  
21 there, but we're, we're doing our best to now move --

22           THE COURT: Right.

23           MR. GORDON: -- forward in light of that, you know,  
24 both to try to come up with something that would comply --

25           THE COURT: Uh-huh (indicating an affirmative

1 response).

2 MR. GORDON: -- but at the same time to preserve our  
3 rights to appeal and we have appealed.

4 THE COURT: And that's at the Third Circuit --

5 MR. GORDON: Correct.

6 THE COURT: -- at the present time?

7 MR. GORDON: And in fact, I think argument -- it looks  
8 -- it's looking now like argument may occur --

9 Is it in April?

10 MR. ELLMAN: March.

11 MR. GORDON: -- in March.

12 THE COURT: Okay.

13 MR. GORDON: We, we had some indications that the  
14 Court was looking at some dates in the middle of March.

15 And so from our perspective the way, at least the way  
16 I, I looked at it was we believe that what we've asked for is  
17 appropriate, notwithstanding what happened there.

18 THE COURT: Uh-huh (indicating an affirmative  
19 response).

20 MR. GORDON: We, we considered should we be narrowing  
21 our relief to try to fit it within the confines of what  
22 happened in Delaware and if we did that, this company would be  
23 in a different position --

24 THE COURT: Uh-huh (indicating an affirmative  
25 response).



1 MR. GORDON: -- than Bestwall. It would, sort of  
2 prematurely limited its rights not knowing --

3 THE COURT: Uh-huh (indicating an affirmative  
4 response).

5 MR. GORDON: -- what would happen there. And again,  
6 my feeling personally was if -- and obviously I don't know how  
7 your Honor's going to rule -- but if your Honor were inclined  
8 to follow Judge Beyer, we'd have the same kind of authority  
9 that we had in that case and if events transpire where things,  
10 you know, things develop where it's clear we're going to have  
11 to limit the scope of what this Court's authorized, we can do  
12 that. It's hard, though, to do the reverse, which is --

13 THE COURT: Uh-huh (indicating an affirmative  
14 response).

15 MR. GORDON: -- to say, come in with something more  
16 limited and then find out that maybe our appeal is, is granted  
17 by the Third Circuit and we're back to where Judge Beyer was  
18 initially, which we thought was correct.

19 So I guess that's -- so -- so that's one thing and I  
20 probably didn't answer your question?

21 THE COURT: The question is, is it a yes or a no.

22 MR. GORDON: I was just --

23 THE COURT: I, I understood all of that except do you  
24 propose that it would be better to get a ruling today or, and,  
25 and just go forward and adjust on the fly, or do you, are you

1 suggesting it might be best to wait till, perhaps -- I don't  
2 know how long the Third Circuit takes to get an opinion out  
3 or --

4 MR. GORDON: Right.

5 THE COURT: -- or the next round at --

6 MR. GORDON: Well, that's the thing. And -- and --

7 THE COURT: -- Delaware District Court.

8 MR. GORDON: Yeah. And, and I apologize for not  
9 addressing that. I was coming to that. I, I guess I spent too  
10 much time on the context.

11 But no. I think our preference, if it's okay with  
12 your Honor, would be to get the ruling today. Because we don't  
13 know how long --

14 THE COURT: Right.

15 MR. GORDON: -- that process is going to take. We  
16 were, unfortunately, advised during this hearing that Judge  
17 Beyer has cancelled the hearing tomorrow --

18 THE COURT: Okay.

19 MR. GORDON: -- because of her, her mom -- and we're  
20 sorry about that -- which means that doesn't go then forward  
21 until late January.

22 THE COURT: Okay.

23 MR. GORDON: We have the argument in March,  
24 potentially. It hasn't been definitively set, but we don't  
25 know how long it will take for a ruling and I think from our

1 perspective we'd like to move forward, if we can.

2 THE COURT: How about on this side?

3 MS. RAMSEY: Your Honor, we, we would propose that the  
4 Court hold its ruling until the decisions are made in Bestwall.  
5 We, we think that all we're going to end up seeing if we have a  
6 ruling that, if the Court were to follow Judge Beyer, is more  
7 of the same type of litigation. You're going to have  
8 duplicative issues raised on different time frames that are  
9 ultimately likely to be informed, if not resolved, by the  
10 decision that is going to be made before the Third Circuit and  
11 the proceedings that follow. And it seems as though trying to  
12 proceed with, with a, a decision on this at this point when we  
13 know that in the relatively short term we are expecting that  
14 there will be some further guidance on the issue is both  
15 unnecessary and, and unhelpful.

16 THE COURT: Uh-huh (indicating an affirmative  
17 response).

18 Anyone else?

19 MR. GORDON: Your Honor, there, there is one other  
20 point I, I neglected to make and Mr. Cassada reminded me.

21 You know, we, we have, as your Honor knows, I think,  
22 tailored the relief here to --

23 THE COURT: Right.

24 MR. GORDON: -- eliminate what we view as the primary  
25 problem that arose in Delaware, which was the request for

1 personally --

2 THE COURT: Uh-huh (indicating an affirmative  
3 response).

4 MR. GORDON: -- personal identifiable information, or  
5 PII.

6 THE COURT: Right.

7 MR. GORDON: As you know from the revised *subpoena*,  
8 that's been eliminated. We're not asking for any and we're  
9 hoping that that gets us past any issues that the Delaware  
10 District Court might have in this case.

11 THE COURT: Yeah. I, I had that factored into my  
12 decision.

13 MR. GORDON: Okay.

14 THE COURT: The question was what happens if things  
15 change again a week from now or, you know, whenever, tomorrow?

16 MR. GORDON: Right.

17 THE COURT: When I started to ask you these questions  
18 I knew that you were coming back in Bestwall to talk about this  
19 again and just hate to have inconsistent rulings going up and  
20 having you folks have to, to change things again and come back  
21 here once more.

22 So does the trusts have a feeling for this one?  
23 Where's trust counsel? I'm sorry.

24 Yes.

25 MR. EWING: Your Honor, Mr. Rubinstein's on the phone.

1 So he may feel differently than me, but I --

2 THE COURT: Do you want to ask him?

3 MR. EWING: Well, I, I think I have, but, but I think  
4 our position would be, you know, we are again concerned about  
5 getting ruling in this case, get the ruling in Bestwall. We  
6 share the same concern, also especially to the extent it can  
7 affect if we're forced to produce documents, you know.

8 THE COURT: Uh-huh (indicating an affirmative  
9 response).

10 MR. EWING: I mean, that's just another factor in  
11 there. Because that, you know, we could be told to produce one  
12 set of documents in this case, a slightly different thing in  
13 Bestwall, and then they could change again and again.

14 THE COURT: Uh-huh (indicating an affirmative  
15 response).

16 MR. EWING: And so we do think it would be more  
17 efficient maybe in the long run if the Court held its ruling or  
18 even if the Court didn't hold its ruling, that the Court at  
19 least held our compliance deadline until all this could be  
20 sorted out. Then we could only produce, we'd only have to  
21 produce one set of documents and essentially the same thing.

22 Thank you.

23 THE COURT: And, and potentially, that would be until  
24 the Third Circuit ruled. I was thinking more of the next time  
25 around in front of Judge Connolly, but --

1 MR. EWING: Well, you know, your Honor, the DCPF and  
2 the Manville Trust are not parties to the Delaware litigation.  
3 I don't really know where that's at, but --

4 THE COURT: Uh-huh (indicating an affirmative  
5 response).

6 MR. EWING: -- I, I assume the debtor, I assume the  
7 debtor does and I guess that may be right.

8 THE COURT: Okay. Well, all right.

9 I guess what I want to say at this point is I, I  
10 alluded to this early on about, in great measure, this is, this  
11 is procedural and Judge Beyer and I try to do our best to stay  
12 consistent on procedure, so. We don't always manage it, but  
13 we're likely to see things in the same way, having been raised  
14 in the same court and, and having similar cases here.

15 The bottom line is I'm inclined to -- I agree with  
16 Bestwall on this, as modified. I think we've got to bear in  
17 mind what Judge Connolly has done. So I'm inclined to grant  
18 this motion without the PII, effectively allowing the proposed  
19 keying with the, the relevant so that it can be matched up when  
20 it comes back to the debtor, but anonymized when it's produced.  
21 I think it's relevant. Other courts have found that.  
22 Basically, I'm adopting Judge Beyer's original ruling, but  
23 modified for the requirements that the district court has.

24 And so I think we've got information that is necessary  
25 and relevant to an estimation here. I can go through all the

1 other arguments that have been made, but effectively, on the  
2 things other than the technical issues I'm foursquare with  
3 Judge Beyer on this. Whether the debtor relied on it or not, I  
4 think it's something we sort out once we get to an estimation  
5 hearing. I don't think that's a basis to foreclose it. The  
6 debtor's -- the argument that the debtor should already know  
7 about the trusts reason, we don't need this and don't need to  
8 burden the trusts, well, it doesn't sound like it to me.

9           But I agree that with Judge Connolly's input we need  
10 to have the pre-disclosure anonymization. We'll use the  
11 debtor's arrangement where the debtor proposed to provide the  
12 list and the like and then it comes back under the pseudonyms.  
13 That, and the fact that there's no personal injury, personal  
14 identifying information now satisfies the privacy concerns, at  
15 least from my perspective. We'll see what Delaware thinks  
16 about it.

17           But the bottom line is the debtor needs to be able to  
18 match or otherwise, this is unusable to it for its purposes and  
19 it sounds like the experts all agree on that. Whether they  
20 agree that you should get it or not is something else.

21           I would say that, also, the fact that Judge Hodges  
22 relied on this heavily in his estimation decision, I think,  
23 accentuates both the relevance and the need for the  
24 information.

25           Now don't jump to any conclusions there. I think

1 Judge Beyer may have said this to you before, but from my  
2 vantage point, I have no present idea whether I will adopt  
3 Judge Hodges' methodology or not. I, I have never really tried  
4 to get down in the weeds except to the extent y'all've talked  
5 about it in court and to go wade through all 60 or 90 pages of  
6 his estimation opinion. I have a great deal of regard for his  
7 opinions, but as has been pointed out before, Judge Fitzgerald  
8 wasn't much on that theory at all and I, I think a lot of her  
9 as well. So don't, don't get too excited.

10 But the bottom line, and including the proposed  
11 stringent confidentiality use restrictions, I think that with  
12 that I, I would be inclined to grant the motion now and we'll  
13 just see where we, we go.

14 So that one, I'm going to call upon the, the debtor to  
15 propose an order consistent with the remarks.

16 All right. Time for another question. I want to talk  
17 now about the personal injury questionnaire, No. 3 on the  
18 matter.

19 It is a curiosity to me that I've got Aldrich under  
20 submission right now with the debtor wanting to use,  
21 effectively, a bar date and a, and a follow-on questionnaire  
22 and in here, we're, we're talking about a PIQ. Just from  
23 personal efficiency, I sort of hate to have two different  
24 methodologies in two very similar cases and my question is --  
25 the debtor didn't ask for the bar date -- but do the parties



1 Happy Holidays. And we'll, we'll see you back in the New Year,  
2 okay?

3 MR. MACLAY: Thank you, your Honor.

4 MS. RAMSEY: Happy Holidays to you, your Honor.

5 MR. GORDON: Thank you, your Honor.

6 MR. ELLMAN: Thank you, your Honor.

7 THE COURT: We're in recess.

8 MS. ZIEG: Happy Holidays.

9 (Proceedings concluded at 12:57 p.m.)

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CERTIFICATE

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/s/ Janice Russell

December 21, 2021

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1           The -- in, in Delaware the briefing has recently been  
2 completed. There has been a motion filed by the DCPF Trusts  
3 joined into by the claimants to stay proceedings, but -- and  
4 that motion has been opposed. And there's been no ruling on  
5 that.

6           So, so no. There's no evidence that the district  
7 court has, is staying that proceeding pending the outcome of  
8 the appeal. There's been, there's been no ruling on that. As  
9 I indicated, it's, it's a different subpoena. It doesn't raise  
10 the personal identifying --

11           THE COURT: I understand.

12           MR. CASSADA: -- information that was at the heart of  
13 the --

14           THE COURT: I've, I've looked at the two subpoenas --

15           MR. CASSADA: -- the appeal.

16           THE COURT: -- since we last met, so.

17           Well, actually, out of all this, I think what  
18 Mr. Wright said is, is the matter that's on my mind the most.  
19 Let me just start with generalities.

20           Having watched from afar and not being well versed on  
21 all the details, but watched the, the morass that has come out  
22 in, in Bestwall over the last four or five years, I'm eager to  
23 avoid some of that, if we can possibly do that. One of the  
24 things in my mind that it strikes me that is, is contributing  
25 is that all the parties want the broadest amount of discovery

1 possible to augment their case while, of course, wanting to  
2 limit your opponent to samples. I don't mean anything  
3 disrespectful about that. That's just natural lawyer tendency.

4           But on broad strokes, I would say that I would like to  
5 see a sample as much as we possibly can in these cases just to  
6 cut down the scope of the litigation with respect to the  
7 current motions. That's just a broad statement of purpose, I  
8 guess. So you can find anyone arguing about, about limiting is  
9 going to hear, is going to find a, an ear that's willing to  
10 listen in me, at least.

11           So turning to the motions. One, as to the motion to  
12 anonymize, I don't think the James factors, Jacobson factors  
13 are met. I don't have evidence. I don't have a showing that  
14 those events, those criteria being met. So largely for the  
15 reasons that have been argued by the debtor, I don't think we  
16 can justify anonymizing. It's not just a question of what  
17 prejudice there is to DBMP, but as the Fourth Circuit, of  
18 course, and Judge Phillips says in that opinion that it -- it's  
19 -- there's an independent duty by the court to make sure that  
20 we keep open proceedings.

21           My order certainly not in my mind -- I never  
22 envisioned, frankly, that I would be hearing the motion to  
23 quash -- but I never envisioned that we would be applying that.  
24 We were talking mostly about the take, if you will, from the,  
25 from the matching and the inquiries by subpoena to those



1 trusts. We were not envisioning that parties would be  
2 anonymous in other courts and I'll just say that on the record  
3 very clearly for the benefit of the Delaware court if that  
4 argument's being made. We were talking about what we could do  
5 with the data that we got, not suggesting how another court  
6 should run its docket or who should or should not be forced to  
7 identify themselves. For all the reasons the debtor argues in  
8 there, in that decision, the strong, strong preference that is  
9 contemplated both in the Rules and the case law is that parties  
10 are identified on the record and I don't have anything in this  
11 circumstance other than "we just don't want to have that  
12 information out there" that really would even start, even if  
13 there was factual evidence to support it, that really gets you  
14 there.

15           So that part, I think, I'm going to have to deny. Now  
16 I realize there's a desire and that, in my mind, is an  
17 appealable issue. So I'm inclined to stay that portion of it  
18 for 30 days.

19           That will give opportunity to get to the district  
20 court and see if you can get some, an emergency stay from them,  
21 Mr. Bledsoe, on that particular point. No need to come to me  
22 for the, the stay pending appeal. I don't see how I could  
23 possibly grant a stay under the circumstances. I don't think  
24 the legal standards are met. The factual evidence isn't there.  
25 I don't see that being in accord with public policy.

1           So the bottom line is you have my blessing and we can  
2 put it in the order that any stay pending appeal can go in the  
3 first instance to the district court. I'm staying it for 30  
4 days to offer that opportunity.

5           Now in the meantime, I'm also granting the -- excuse  
6 me -- I am denying the motion to quash. I will tell you, as I  
7 said, I think sampling is something that I strongly favor, but  
8 I believe for the reasons that I've previously stated in a  
9 prior order that we have protections here and that there's not  
10 a real risk of harm. I favor the sampling for the reasons I  
11 just said, primarily because it saves costs and, and  
12 controversy, but I do know that in Bestwall that there has been  
13 a lot of litigation of how to sample. It sounds to me like the  
14 sampling there is, that what is being sought is cherry picking,  
15 not sampling, but that's just a, an observation way at a  
16 distance. I may be wrong about that.

17           But the point is I'm all for random representative  
18 sampling as long as representative doesn't mean me picking the  
19 cases I want. That doesn't sound random at all, but I'm not  
20 going to require it in this instance because I believe the cost  
21 of that process based on what you've been doing in Bestwall  
22 will outweigh any benefit, at least as to this issue. But I do  
23 recognize Mr. Wright's point. It is a little bit odd to be  
24 talking about a, a wide-open discovery, even as we're talking  
25 about sampling in other respects.

1           So don't take that as a license going forward. I want  
2 to -- in this case I think it's as much burden to sample or  
3 more than it would be to take everything here and I, given the  
4 limited information that's provided, I don't think it's  
5 warranted. But I do strongly suggest when y'all get into other  
6 aspects of the case where you're wanting to, to make discovery  
7 on individual lawyers and look at their case files and all that  
8 sort of thing on both sides, that you're not asking me to let  
9 you look at every file. Again, at the end of the day when we  
10 get to estimation the goal is to figure out what the aggregate  
11 liability is and I need representative information there, not  
12 selected information that makes the case. That just makes it  
13 harder to determine what the liabilities are.

14           So bottom line is I'm denying the motion to quash and  
15 I'm basically on, also denying the motion to anonymize, but I'm  
16 not staying the motion, the ruling on the subpoenaed  
17 information. I'm just simply saying that 30 days from now  
18 you're going to have to file a list of identifiers as to who  
19 these parties are in this court and provide that information to  
20 your opponents, okay? Everybody understand?

21           I'm planning to call on the debtor for the proposed  
22 orders here. Run it by co-coun, opposing counsel for their  
23 comments and send them on down.

24           MR. CASSADA: Will do, your Honor.

25           THE COURT: Anything else?

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CERTIFICATE

I, Janice Russell, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

/s/ Janice Russell

August 15, 2022

Janice Russell, Transcriber

Date

# EXHIBIT M



MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.

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\*\*\*ALSO ADMITTED IN WASHINGTON, D.C.

September 5, 2012

**By Federal Express**

Garland S. Cassada, Esq.  
Robinson, Bradshaw & Hinson, P.A.  
101 North Tryon Street, Suite 1900  
Charlotte, North Carolina 28246

Re: *In re: Garlock Sealing Technologies LLC*, 10-BK-31607

Dear Garland:

Enclosed, on behalf of the Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal-Mogul Asbestos Personal Injury Trust, the Owens Corning/Fibreboard Asbestos Personal Injury Trust, and the United States Gypsum Asbestos Personal Injury Settlement Trust (collectively, the "Producing Trusts") are six separate CD-ROMs containing trust information called for by Judge Hodges's Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, dated August 7, 2012 (the "Order").

The data fields and information being produced by the Producing Trusts have been limited to the specific categories of information required to be produced under the terms of the Order for those individuals whose names and social security numbers, as maintained by the Producing Trusts, exactly matched the names and social security numbers supplied by Debtors in connection with their subpoena and the Order. The Producing Trusts hereby designate this trust information as "Confidential" pursuant to the Order.



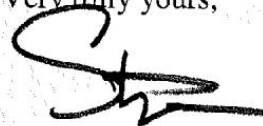
**MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.**

Garland S. Cassada, Esq.  
September 5, 2012  
Page 2

Consistent with Paragraph 6 of the Order, we will provide you with information regarding the costs associated with this production by separate correspondence.

Please do not hesitate to contact me at (212) 880-9475 if you have any questions regarding the enclosed materials or any other matter.

Very truly yours,



Stephen M. Juris

Enc.

cc: Trevor W. Swett III, Esq. (w/enclosures)  
Edwin J. Harron, Esq. (w/o enclosures)

# EXHIBIT N



FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
Jul 24 2015  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



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

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES LLC,  
et al.,

Debtors.<sup>1</sup>

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER GRANTING IN PART AND DENYING IN PART DEBTORS' MOTION FOR  
LEAVE TO SERVE SUBPOENA ON MANVILLE TRUST**

This matter came before the Court pursuant to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4599) (the "Motion"), filed to obtain discovery relevant to the hearing on confirmation of Debtors' Second Amended Plan of Reorganization (the "Confirmation Hearing"). Upon consideration of the Motion, the Objection of Non-Party Manville Personal Injury Settlement Trust to the Debtors' Motion for Leave to Serve Subpoena

<sup>1</sup>The Debtors in these jointly administered cases are Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and The Anchor Packing Company.

(Docket No. 4638), the Response and Limited Objection of the Official Committee of Asbestos Personal Injury Claimants to Debtors’ Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4644), Debtors’ Reply in Support of Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4646), the Sur-Reply of Non-Party Manville Personal Injury Settlement Trust to Debtors’ Motion for Leave to Serve Subpoena (Docket No. 4660), and the arguments of counsel at the hearing on June 17, 2015, and for the reasons stated on the record at the hearing on June 30, 2015, the Court grants the Motion in part and denies the Motion in part and hereby orders as follows:

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

2. Debtors are authorized to issue and serve a subpoena on the Manville Personal Injury Settlement Trust (the “Manville Trust”) forthwith, consistent with the terms and conditions of this Order. Debtors shall reimburse the Manville Trust’s reasonable expenses in complying with the subpoena.

3. On or before July 15, 2015, Debtors shall provide to the Manville Trust a list (in electronic, text searchable format) of first and last names, in separate fields, for claimants listed as having pending non-mesothelioma or unknown disease claims in the latest version of Debtors’ claims database. The list may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in the first and last name fields, and may also

close spaces between parts of a name (i.e., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

4. On or before July 31, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 3 above with the filings in the Manville Trust database whose injured party datafield or related claimant datafield matches a first and last name in the list provided by Debtors (“Initial Matching Claimants”). In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Initial Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Initial Matching Claimants’ data will be produced if they do not notify the Manville Trust and Debtors in writing, within 14 days (*i.e.*, by August 14, 2015), that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or that the Initial Matching Claimant intends to file a motion to quash.

- a. If an Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, counsel for such Initial Matching Claimant shall notify both the Manville Trust and Debtors’ counsel, in writing, on or before August 14, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Initial Matching Claimant.
- b. If counsel for any Initial Matching Claimant communicates to the Manville Trust by August 14, 2015 an intent to file a motion to quash the subpoena, the Manville

Trust shall stay the production of any records relating to such Initial Matching Claimant for an additional two weeks (*i.e.*, until August 28, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Initial Matching Claimant until such motion is resolved.

If a motion is not filed within that time, the Manville Trust shall produce to Debtors the records described in paragraph 4(c) below relating to the Initial Matching Claimant on or before September 4, 2015.

- c. If counsel for any Initial Matching Claimants do not on or before August 14, 2015 (i) notify the Manville Trust and Debtors that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or (ii) communicate to the Manville Trust an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the information in paragraph 5 relating to any such Initial Matching Claimants on or before August 28, 2015, as well as a copy of the computer code the Manville Trust used to identify the Initial Matching Claimants.
- d. The records produced by the Manville Trust relating to the Initial Matching Claimants are referred to herein as the “Initial Production.”

5. The Manville Trust shall produce to Debtors (in electronic database format) the following information pertaining to Initial Matching Claimants (to the extent the Manville Trust database contains such information):

- a. Manville POC number;
- b. Injured party name;
- c. Related party name;

- d. Social Security number;
- e. Date of birth;
- f. Gender;
- g. Claimant address and contact information;
- h. Date of death (if applicable);
- i. Whether death was asbestos-related (if applicable);
- j. Personal representative (if any);
- k. Law firm representing claimant;
- l. Whether Manville Trust claim has been approved or paid;
- m. Date Manville Trust claim was filed;
- n. Disease level, both as filed and as approved, and related database fields including diagnosis date, diagnosing doctor, diagnosing facility, claimant B-reader, medical audit, disease category, PFT, and ILO score(s) and related diagnosis assessment fields;
- o. Claim type (i.e., first injury claim or second injury claim);
- p. Amount paid by Manville Trust to claimant (if applicable);
- q. Database fields containing exposure information, including occupation, industry, dates of exposure, and related database fields in the “exposure” table;
- r. Database fields containing information about tort suit, including jurisdiction and other such database fields;
- s. Smoking history;
- t. Nature of co-worker’s exposure (if applicable); and

- u. Copies of medical records, exposure affidavits, death certificates, and other non-privileged documents maintained by the Manville Trust and typically provided to co-defendants pursuant to subpoena, linked to Manville POC number.
6. Debtors' claims expert (Bates White) shall use the following data fields from the Initial Production (as well as any other data fields that can reliably be used for this purpose) in conjunction with its standard matching algorithms to identify claimants in the Initial Production who do not in fact have pending claims against Debtors according to their database ("Non-Matching Claimants"):
- a. Injured party name;
  - b. Related claimant name;
  - c. Claimant address and contact information;
  - d. Personal representative (if any);
  - e. Social Security number;
  - f. Date of birth;
  - g. Date of death (if applicable);
  - h. Disease level (both as filed and as approved);
  - i. Lawsuit filing date;
  - j. Law firm representing claimant; and
  - k. Jurisdiction.
7. After identifying Non-Matching Claimants, Bates White shall perform the following tasks:
- a. Bates White shall permanently delete the records of Non-Matching Claimants from the Initial Production (thus creating the "Matched Production").

- b. Bates White shall assign a unique identifier to each claimant record in the Matched Production.
- c. Bates White shall create a separate file (the "Matching Key") containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by the Manville Trust include such information):
  - i. Manville POC number, injured party name, related claimant name, SSN, date of birth (except month and year for each claimant), claimant address and contact information;
  - ii. Personal representative name, SSN, address and contact information;
  - iii. Occupationally exposed person name, SSN, address and contact information;
  - iv. Other exposed person name, SSN, address and contact information;
  - v. Exposure affiant name;
  - vi. Dependent name;
  - vii. Dependent date of birth (except year for each dependent); and
  - viii. Lawsuit case numbers (except jurisdiction).

The Matching Key shall also contain the documents listed in paragraph 5(u) of this Order, linked to the unique identifier and other fields.

- d. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields and documents contained within the Matching Key. The resulting database will be the "Anonymized Matched Production."
- e. Bates White shall store the Matching Key in a separate, password-protected folder on its network, accessible only to Bates White professionals engaged in work

relating to the Confirmation Hearing (or, in the case of the documents in paragraph 5(u), a litigation support company engaged to extract data from such documents and that signs a joinder to the Stipulated Protective Order). The Matching Key shall be used only for the following purposes: (i) matching and combining the Anonymized Matched Production, on a claimant-by-claimant basis, with data from Debtors' database or other sources, (ii) verifying the accuracy of any matching of data performed by any expert for the Committee, (iii) defending challenges to the accuracy of Bates White's matching of such data to other data sources, and (iv) in the case of the documents listed in paragraph 5(u) of this Order, to perform expert analysis relating to the Confirmation Hearing (by extracting data from those documents and adding such extracted data to the Anonymized Matched Production, so long as the extracted data does not include claimant identifying information including claimant identifying information of the type contained within paragraphs 7(c)(i) to 7(c)(viii) (which, for purposes of this Order, may also include, without limitation, information such as Medicare HIC numbers, Medicaid identification numbers, and patient record locator numbers)). Absent further order by this Court, Debtors and Bates White shall not use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the unique identifiers in the Anonymized Matched Production to the Matching Key. To the extent the Matching Key is used to match the Anonymized Matched Production, on a claimant-by-claimant basis, to Debtors' database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete



from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

8. On or before September 18, 2015, Bates White shall serve a declaration on the Manville Trust and the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) that describes the process used to match claimants and identify Non-Matching Claimants, attests to the permanent deletion of the records of Non-Matching Claimants; identifies the Non-Matching Claimants whose records were deleted; attests to the creation of the Anonymized Matched Production and the Matching Key (and the deletion of the records contained in the Matching Key from the Matched Production); and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. Bates White shall contemporaneously serve the Manville Trust and the Committee with copies of the computer code for the matching algorithms used (“Matching Code”), Matching Key and Anonymized Matched Production, on a password-protected hard drive. The Committee and any of its experts shall likewise store the Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing. To the extent the Matching Key is used by the Committee or its agents to match the Anonymized Matched Production, on a claimant-by-claimant basis, to any other database or other sources of information, the Committee and its agents shall delete from any resulting database any datafields, information or documents of the type contained within

paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Committee, or any other public or nonpublic source (any such database being an “Anonymized Database”).

9. On or before October 13, 2015, Debtors shall provide to the Manville Trust (in electronic, text searchable format) a list of first names, last names, and SSNs, in separate fields, for claimants and associated related claimants who filed proofs of claim in this bankruptcy case alleging non-mesothelioma or unknown disease claims and who were not in the Matched Production.

10. On or before October 27, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 9 above with the following records in the Manville Trust database (together, “Supplemental Matching Claimants”): (a) Manville Trust records where the injured party or related claimant SSN matches the injured party or related claimant SSN provided by Debtors, (b) Manville Trust records where the injured party or related claimant first name, last name, and last four digits of SSN match the injured party or related claimant first name, last name, and last four digits of SSN provided by Debtors; or (c) in the case of claimants who did not provide an SSN in their proof of claim form or ballot, Manville Trust records where the injured party or related claimant first and last name matches the claimant or related claimant first and last name in the list provided by Debtors. In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Supplemental Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Supplemental Matching Claimants’ data will be produced if they do

not notify the Manville Trust and Debtors in writing, within 7 days (*i.e.*, by November 3, 2015) that the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, or that the Supplemental Matching Claimant intends to file a motion to quash.

- a. If the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, counsel for such Supplemental Matching Claimant shall notify both the Manville Trust and Debtors' counsel, in writing, on or before November 3, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Supplemental Matching Claimant.
- b. If counsel for any Supplemental Matching Claimant communicates to the Manville Trust and Debtors before November 3, 2015 an intent to file a motion to quash the subpoena, the Manville Trust shall stay the production of any records relating to such Supplemental Matching Claimant for one week (*i.e.*, until November 10, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Supplemental Matching Claimant until such motion is resolved. If a motion is not filed on or before November 10, 2015, the Manville Trust shall produce to Debtors the records described in Paragraph 10(b) below relating to the Supplemental Matching Claimant on or before November 11, 2015.
- c. If counsel for any Supplemental Matching Claimants do not communicate to the Manville Trust and Debtors before November 3, 2015 (i) that the Supplemental Matching Claimant has not filed a proof of claim, or (ii) an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the

information in paragraph 5 relating to any such Supplemental Matching Claimants on or before November 4, 2015, as well as a copy of the computer code the Manville Trust used to identify Supplemental Matching Claimants.

- d. The records produced by the Manville Trust relating to the Supplemental Matching Claimants are referred to herein as the “Final Production.”
- e. Promptly upon the production of the Final Production, Bates White shall follow the procedures in paragraphs 6 and 7 to identify Non-Matching Claimants in the Final Production; delete the records of Non-Matching Claimants in the Final Production; separate the Final Production into a Second Anonymized Matched Production and Second Matching Key; and then add the Second Anonymized Matched Production and Second Matching Key to the Anonymized Matched Production and Matching Key to create the “Final Anonymized Matched Production” and “Final Matching Key.”

11. For the avoidance of doubt, the requirements set forth in paragraph 7 above relating to the use and deletion of datafields, information and/or documents contained within the Matching Key apply with full force and effect to the datafields, information and/or documents contained in the Second Matching Key and Final Matching Key. Accordingly, to the extent the Second Matching Key and/or Final Matching Key are used to match the Second Anonymized Matched Production, the Final Anonymized Matched Production, and/or any other records produced by the Manville Trust on a claimant-by-claimant basis, to Debtors’ database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was

derived from data produced by the Manville Trust, data and information already maintained by Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

12. On or before November 16, 2015, Bates White shall serve on the Manville Trust and Committee a second confidential declaration in the form of the one described in paragraph 8 above, and shall contemporaneously serve Manville Trust and the Committee with copies of the Final Anonymized Matched Production and Final Matching Key. Bates White shall be bound by the same restrictions contained in paragraph 7(e) above with respect to the Final Matching Key. The Committee and any of its experts shall likewise store the Final Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing, and shall be subject to the same restrictions contained in paragraph 8 above with respect to the Final Matching Key.

13. The Final Matching Key and Final Anonymized Matched Production as well as (while they exist) the Initial Production, Second Production, and intermediate steps before creation of the Final Matching Key and Final Anonymized Matched Production (including the Matched Production, the Matching Key, the Anonymized Matched Production, the Second Matching Key, and the Second Anonymized Matched Production), the declarations required by paragraphs 8 and 12, and any Anonymized Databases (together, “Manville Confidential Information”) and the Matching Code shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. In addition to and without diminution of the protections in that Order, the provisions in this Order will apply, including the following:

- a. Records relating to Non-Matching Claimants shall not be used for any purpose.

- b. For the purposes of Section 5 of the Stipulated Protective Order, the Court hereby rules that Manville Confidential Information is appropriately treated as Confidential.
- c. No claimant-specific data from or derived from the Manville Confidential Information, including without limitation the kinds of claimant information listed in paragraphs 7(c)(i) through 7(c)(viii) above, shall be (i) offered as evidence in the Confirmation Hearing, (ii) placed on the public record, or (iii) filed with the Bankruptcy Court, the District Court, or any reviewing court, absent further order by this Court made after notice of hearing of a motion authorizing such use (with notice to claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust), brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- d. Without diminishing or limiting the restrictions set forth in paragraph 13(c) above, such Manville Confidential Information that is not subject to the terms of paragraph 13(c) may be offered as evidence in the Confirmation Hearing or otherwise placed on the public record, but only upon further order of the Court made after notice of hearing of a motion authorizing such use, brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- e. If, in connection with a motion pursuant to Paragraph 13(c) or (d), or any response to such motion, a party proposes to place such Manville Confidential Information under seal, that party shall have the burden of making the showing required for sealing under applicable law.

- f. In addition to, and without diminution of any other use restrictions in this Order, the Manville Confidential Information shall be used only in connection with the Confirmation Hearing.
  - g. Notwithstanding the foregoing, in the course of the Confirmation Hearing and solely for the purposes thereof, a party may use in the Bankruptcy Court, or any reviewing court, summaries or analyses derived from Manville Confidential Information if such material is redacted so as not to reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
  - h. Likewise, nothing herein shall prohibit an expert witness with access pursuant to the Stipulated Protective Order from using or referring to Manville Confidential Information in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning Manville Confidential Information, so long as such testimony, summary, or report does not reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
14. Pursuant to section 105(a) of the Bankruptcy Code, none of the Manville Confidential Information shall be subject to subpoena or otherwise discoverable by any person or entity other than the Debtors, the Committee, the Future Asbestos Claimants' Representative ("FCR"), or Coltec Industries Inc. ("Coltec"). If the FCR or Coltec request copies of the Manville Confidential Information, they shall be bound by all the provisions of this order that apply to the Debtors, Bates White, and the Committee.

15. Within one month after the later of the entry of a final confirmation order or the exhaustion of any appeals therefrom, the parties and any retained professionals, experts or agents possessing the Final Anonymized Matched Production and Final Matching Key (or any other Manville Confidential Information) shall (i) permanently delete those files, and any excerpts thereof, without in any way retaining, preserving, or copying the Final Anonymized Matched Production, Final Matching Key, or Manville Confidential Information, and (ii) certify in writing to the Manville Trust that they have permanently deleted such files and any excerpts thereof.

16. Subject to the requirements of paragraphs 7, 8, 11, 12, and 13 of the Order, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Confirmation Hearing in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Manville Confidential Information.

17. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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

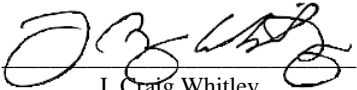
United States Bankruptcy Court



# EXHIBIT O

FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
February 17 2022  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



  
J. Craig Whitley  
United States Bankruptcy Judge

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

In re

DBMP LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**ORDER GRANTING DEBTOR’S MOTION FOR BANKRUPTCY RULE 2004  
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY  
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 416), filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**DBMP**”) on August 19, 2020, as modified by the Debtor’s revised forms of order filed on June 9, 2021 (Dkt. 859) and July 29, 2021 (Dkt. 949, Ex. A) (collectively,

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 8817. The Debtor’s address is 20 Moores Road, Malvern, Pennsylvania 19355.

the “**Motion**”).<sup>2</sup> Based upon a review of the Motion,<sup>3</sup> the further submissions of the parties, the evidence presented, and the arguments of counsel at the hearing on this matter, and for the reasons stated on the record at the December 16, 2021 hearing (which record is incorporated herein), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

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

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the Decembers 16, 2021 hearing.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 7 below on the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and on the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):<sup>4</sup>

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<sup>2</sup> On June 9, 2021 the Debtor filed a revised form of order to incorporate the privacy and security protections in the order entered by Judge Beyer in the Bestwall case, *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC*, No. 17-31795 (Dkt. 1672) (Bankr. W.D.N.C. Mar. 24, 2021) (Bestwall Order (Dkt. 859)). Subsequently, the Debtor further modified the relief sought in its Motion by filing a second revised form of order on July 29, 2021 (Dkt 949, Ex. A) in which the Debtor (1) deleted from its request all of the data fields requiring production of personal identifying information regarding any claimant; and (2) proposed a protocol for the anonymization of the remaining requested data by the Trusts before production to the Debtor.

<sup>3</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

<sup>4</sup> The Debtor also may subpoena the DCPF Trusts to effectuate this Order.

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust;
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
- c. Celotex Asbestos Settlement Trust;
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
- f. Flintkote Asbestos Trust;
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
- h. Pittsburgh Corning Corporation Asbestos PI Trust;
- i. United States Gypsum Asbestos Personal Injury Settlement Trust; and
- j. WRG Asbestos PI Trust.

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor’s liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization proposed by the Debtor, the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and/or the Future Claimants’ Representative (the “**FCR**”) (collectively, such purposes, the “**Permitted Purposes**”).

4. Bates White, in its capacity as a Retained Expert (as defined herein) for DBMP, shall create a “**Matching Key**”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former CertainTeed Corporation (“**Old CT**”) that were resolved by settlement or verdict and for whom DBMP possesses SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “**DBMP Claimants**”), as well as a unique numerical pseudonym (the “**Claimant Pseudonym**”) assigned by Bates White and corresponding to each DBMP Claimant. On the same day the Debtor effects

service of the subpoenas authorized by this order (the “**Service Date**”), Bates White shall provide the Matching Key to the Manville Trust and DCPF. Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“**LAS**”), and Ankura Consulting Group, LLC (“**Ankura**”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

5. On or before the twenty-first (21st) day following the Service Date,<sup>5</sup> DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a DBMP Claimant and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before the twenty-first (21st) day following the Service Date, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any DBMP Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the DBMP Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on

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<sup>5</sup> If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however*, that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtor, DCPF and Manville Trust cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

6. DCPF and the Manville Trust shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. The notice from DCPF and the Manville Trust shall state that the data associated with the Matching Claimants, as described in paragraph 7 below, will be produced if they do not file a motion to quash the subpoena by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provisions of notice to their counsel of record by DCPF or the Manville Trust. DCPF and the Manville Trust shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, DCPF or the Manville Trust, as applicable, is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the "**Unnoticeable Claimants**"). DCPF and the Manville Trust shall provide the Debtor on or before the thirtieth (30th) day following the Service

Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtor, DCPF, and Manville Trust to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtor and DCPF or the Debtor and Manville Trust are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust shall produce to the Debtor the data described in paragraph 7 below relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “**Production Date**”).

7. On or before the applicable Production Date, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separately for each Trust) the following information pertaining to each Matching Claimant<sup>6</sup> (to the extent the relevant Trust databases contain such information) (the “**Anonymized Matched Production**”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;

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<sup>6</sup> For the avoidance of doubt, the term “Matching Claimants” referenced here includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

- e. Date claim paid by Trust, if paid;
  - f. If not approved or paid, status of claim; and
  - g. All exposure-related fields<sup>7</sup>, including:
    - i. Date(s) exposure(s) began;
    - ii. Date(s) exposure(s) ended;
    - iii. Manner of exposure;
    - iv. Occupation and industry when exposed; and
    - v. Products to which exposed.
8. The Anonymized Matched Production shall be used as follows:
- a. Subject to and without in any way limiting the restrictions described in paragraph 9(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and CertainTeed LLC (“**New CT**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production.
  - b. The Retained Experts (as defined in paragraph 9(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor’s database or other

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<sup>7</sup> DCPF’s Chief Operating Officer testified that, when claimants describe how they were exposed to products for which a DCPF Trust is responsible, it is possible that they may list individuals by name and/or SSN. To the extent any names or SSNs appear in any exposure-related field, DCPF and the Manville Trust may redact such names and SSNs prior to production of the Anonymized Matched Production. In addition, prior to delivery of the Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Anonymized Matched Production.



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

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

9. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, and any Anonymized Databases (together, the “**Confidential Trust Data**”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 251) (the “**Protective Order**”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in this case (collectively, the “**Authorized Representatives**”); *provided, however*, that the right of access to the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 9(b) immediately below.
- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 9(a) above, each entity whose Authorized Representatives will receive

access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

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

retained claims expert for the Debtor, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “**Retained Expert**”), and (iii) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 9(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 9(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 9(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could

reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

- f. If, in connection with a motion pursuant to paragraph 9(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.
  - g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
  - h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
  - i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
10. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

11. Within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later (the “**Deletion Date**”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) attest in the declaration specified in paragraph 12 that they have permanently deleted such files and any excerpts thereof in compliance with this Order; *provided, however*, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

12. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Trust Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Trust Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 9(g); and (d) complied with the requirements in paragraph 11 concerning the deletion of any Confidential Trust Data.

13. Subject to the requirements of paragraphs 8 and 9 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

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

15. The Debtor shall reimburse DCPF and the Manville Trust for their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

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

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY  
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*  
Case No. 20-30080 (JCW)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 9(b) of the above-referenced Order.*

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

On behalf of my employer, \_\_\_\_\_ [write in name of employer] (“**Employer**”), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

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

Pursuant to paragraph 11 of the Order, Employer will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.



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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Relationship to Employer: \_\_\_\_\_

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY  
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING  
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*  
Case No. 20-30080 (JCW)  
United States Bankruptcy Court  
for the Western District of North Carolina**

***Instructions:*** *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 9(b) of the above-referenced Order.*

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

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

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

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

Pursuant to paragraph 11 of the Order, I will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor, or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Dated: \_\_\_\_\_