

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

In re

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

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

**SIXTEENTH INTERIM APPLICATION OF K&L GATES LLP FOR  
ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND  
FOR REIMBURSEMENT OF EXPENSES AS  
SPECIAL INSURANCE COUNSEL TO THE DEBTORS  
FOR THE PERIOD FROM JUNE 1, 2025 THROUGH SEPTEMBER 30, 2025**

Name of Applicant:	<b>K&amp;L Gates LLP</b>
Authorized to Provide Professional Services to:	The above-captioned Debtors and Debtors in Possession
Date of Order Approving Retention:	June 19, 2020 (as of the Petition Date), and amended on August 18, 2020
Petition Date:	June 18, 2020
Period for which compensation and reimbursement are sought:	June 1, 2025 through September 30, 2025
Amount of Compensation sought as actual, reasonable and necessary:	\$93,089.25
Amount of Expense Reimbursement sought as actual, reasonable and necessary:	\$0.00
Total Compensation Approved by Interim Fee Order to Date:	\$3,439,527.73
Total Expenses Approved by Interim Fee Order to Date:	\$8,238.72

<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.



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Total Allowed Compensation Paid to Date: \$3,439,527.73

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

Compensation Already Paid Pursuant to a Monthly Fee Statement But Not Yet Allowed: \$14,565.43

Expenses Already Paid Pursuant to a Monthly Fee Statement But Not Yet Allowed: \$0.00

This is a(n):  X  interim   final application

Prior Monthly Fee Statements Submitted:

Date Submitted	Month Covered	Fees	Expenses
July 30, 2025	June 2025	\$10,640.25	\$0.00
August 29, 2025	July 2025	\$5,543.55	\$0.00
September 30, 2025	August 2025	\$37,301.40	\$0.00
October 31, 2025	September 2025	\$39,604.05	\$0.00

To date, K&L Gates LLP has not received any objections to any prior monthly fee statements, provided that the objection deadline relating to the *Sixty-Third Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period from September 1, 2025 Through September 30, 2025* has not yet passed.

**SUMMARY OF HOURS AND COMPENSATION**

<b>Name</b>	<b>Position - Bar Year</b>	<b>Hourly Billing Rate</b>	<b>Total Hours Billed</b>	<b>Total Compensation</b>
D. F. McGONIGLE	PARTNER (1988)	\$1,200.00	67.4	\$80,880.00
J. C. SAFAR	PARTNER (1997)	\$1,075.00	9.3	\$9,997.50
E. STEELE	PARTNER (2014)	\$765.00	5.0	\$3,825.00
E. D. FLEURY	PARTNER (2015)	\$700.00	4.9	\$3,430.00
D. ACETO	OF COUNSEL (1985)	\$1,000.00	5.3	\$5,300.00
<b>TOTAL</b>			<b>91.9</b>	<b>\$103,432.50</b>
<b>TOTAL w/ 10% DISC</b>				<b>\$93,089.25</b>

**COMPENSATION BY PROJECT CATEGORY**

<b>Project Category</b>	<b>Total Hours</b>	<b>Total Fees</b>
Aldrich Asbestos Insurance Advice	48.5	\$50,015.25
Aldrich Chapter 11 Retention & Compensation	5.5	\$4,843.80
Murray Asbestos Insurance Advice	33.5	\$34,339.50
Murray Chapter 11 Retention and Compensation	4.4	\$3,890.70
<b>TOTAL</b>	<b>91.9</b>	<b>\$93,089.25</b>

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SPECIAL INSURANCE COUNSEL TO THE DEBTORS FOR  
THE PERIOD FROM JUNE 1, 2025 THROUGH SEPTEMBER 30, 2025**

K&L Gates LLP, special insurance counsel to the above-captioned debtors and debtors in possession (the "Debtors"), makes its sixteenth interim application for allowance of compensation of \$93,089.25 and reimbursement of expenses of \$0.00 for the period from June 1, 2025 through September 30, 2025 (the "Compensation Period") in accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals*, dated July 15, 2020 [Dkt. 171] (the "Interim Compensation Order"). In support of this Application, K&L Gates LLP respectfully represents as follows:

**Overview**

1. K&L Gates LLP attorneys and paraprofessionals expended a total of 91.9 hours during the Compensation Period for which compensation is requested.
2. During the Compensation Period, K&L Gates LLP did not receive any payments or promises of payment from any source other than the Debtors for services rendered

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or to be rendered in any capacity whatsoever in connection with the matters covered by this Application. No agreement or understanding exists between K&L Gates LLP or any third person for the sharing of compensation, except as allowed by section 504(b) of the Bankruptcy Code and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") with respect to the sharing of compensation between and among partners of K&L Gates LLP.

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

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

5. This Application complies with sections 330 and 331 of title 11 of the United States Code (the "Bankruptcy Code"), the Bankruptcy Rules, the Interim

Compensation Order, the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the "Compensation Guidelines"), and the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Rules").

### **Background**

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

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

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

9. On July 8, 2020, and August 17, 2020, K&L Gates LLP filed its first and second supplemental declarations, respectively, providing additional disclosures related to its role in representation of the predecessor of one of the Debtors and the pre-petition restructuring involving the Debtors [Dkt. 149 and 256]. In addition, the Debtors and the Asbestos Committee agreed on an amendment to the Original Retention Order to reserve certain rights of the Asbestos

Committee. On August 18, 2020, the Court entered the amended retention order agreed upon by the Debtors and the Asbestos Committee [Dkt. 263] (the "K&L Gates Retention Order"), which superseded the Original Retention Order.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Jurisdiction**

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

**Summary of Services**

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

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

**Prior Monthly Fee Statements**

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

<b>Date Submitted</b>	<b>Period Covered</b>	<b>Requested Fees</b>	<b>Requested Expenses</b>	<b>Payment Received</b>	<b>Amount Outstanding</b>
July 30, 2025	June 2025	\$10,640.25	\$0.00	\$9,567.23	\$1,064.02
August 29, 2025	July 2025	\$5,543.55	\$0.00	\$4,989.20	\$554.35
September 30, 2025	August 2025	\$37,301.40	\$0.00	\$0.00	\$37,301.40
October 31, 2025	September 2025	\$39,604.05	\$0.00	N/A	\$39,604.05

55. In total, K&L Gates LLP has submitted the Prior Monthly Fee Statements during the Compensation Period for total fees of \$93,089.25 and total expenses of \$0.00. As of

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



the date of this Application, no party has objected to any of K&L Gates LLP's Prior Monthly Fee Statements.<sup>3</sup>

**Compensation by Project Category**

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

**56. Asbestos Insurance Advice (Combined for Both Debtors) — 82 hours — \$84,354.75**

During the Compensation Period, K&L Gates LLP professionals and paraprofessionals counseled and represented the Debtors on insurance coverage issues, particularly in relation to the Debtors' asbestos liabilities. The work performed by K&L Gates LLP included the following activities, among others:

- a) Analyzing and reporting on information relating to the Debtors' historical insurance coverage and related agreements, including working with the Debtors' insurance consultants, and generating work product related thereto;
- b) Assisting the Debtors in connection with insurer insolvency claim analysis and agreement matters;
- c) Assisting the Debtors in addressing requests for insurance-related information from various interested parties in relation to the Chapter 11 Cases;
- d) Reporting to and interacting with the Debtors' insurers in connection with matters relating to the Chapter 11 Cases;
- e) Assisting the Debtors in addressing discovery issues in connection with matters relating to the Chapter 11 Cases;

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<sup>3</sup> The objection deadline relating to the *Sixty-Third Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period from September 1, 2025 Through September 30, 2025* has not yet passed.

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

- f) Participating in strategy and update conferences with the Debtors, general bankruptcy counsel, and special asbestos counsel in relation to the foregoing; and
- g) Attending hearings in connection with the Chapter 11 Cases.

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

**— 9.9 hours — \$8,734.50**

During the Compensation Period, K&L Gates LLP professionals and paraprofessionals devoted limited time to (a) reviewing and revising the May 2025, June 2025, July 2025 and August 2025 invoices for privilege, to preserve client confidentiality, and to ensure compliance with the Local Rules, (b) drafting, revising and submitting the Fifty-Ninth, Sixtieth, Sixty-First and Sixty-Second Monthly Fee Statements, (c) drafting, revising and submitting the Fifteenth Interim Application and the Fifteenth Interim Approval Order, and (d) drafting and submitting the thirteenth supplemental declaration. K&L Gates LLP intends to seek compensation in connection with reviewing and revising the September 2025 invoices, drafting, revising and submitting the Sixty-Third Monthly Fee Statement, and preparing this Application at a later date.

**Expenses Incurred by K&L Gates LLP**

58. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. K&L Gates LLP did not incur any expenses during the Compensation Period for which it seeks reimbursement.

### **Retainer Disclosure**

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

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

### **Conclusion**

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

**Notice**

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

**No Prior Request**

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

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

Dated: November 10, 2025  
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

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(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR  
DEBTORS AND DEBTORS IN POSSESSION

**EXHIBIT A**

**Prior Monthly Fee Statements**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re

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

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

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

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

**Itemization of Services Rendered and Expenses Incurred**

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

<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.

**Total Fees and Expenses for the Statement Period**

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

Total Fees	\$10,640.25
Total Expenses	\$0.00
<b>TOTAL</b>	<b>\$10,640.25</b>

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$9,576.22<sup>2</sup> from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

**Notice and Objection Procedures**

4. In accordance with the Interim Compensation Order, notice of this Monthly Fee Statement has been served by e-mail upon the following parties (collectively, the "Notice Parties"): (a) the Debtors, 800-E Beaty Street, Davidson, North Carolina 28036 (Attn: Allan Tananbaum, Esq., atananbaum@tranetechnologies.com); (b) counsel to the Debtors (I) Jones Day, 77 West Wacker, Chicago, IL 60601 (Attn: Brad B. Erens, Esq., bberens@jonesday.com, Mark A. Cody, Esq., macody@jonesday.com, Caitlin K. Cahow, Esq., ckcahow@jonesday.com), and (II) Rayburn Cooper & Durham, P.A., 227 West Trade Street, Suite 1200, Charlotte, NC 28202 (Attn: C. Richard Rayburn, Jr., Esq., rrayburn@rcdlaw.net and John R. Miller, Jr., Esq., jmiller@rcdlaw.net); (c) the office of the United States Bankruptcy Administrator, 402 West Trade Street, Suite 200, Charlotte, North Carolina 28202 (Attn: Shelley

<sup>2</sup>

K&L Gates LLP received an overpayment from the Debtors in respect of the firm's April 2025 invoice billed to Murray Boiler LLC (represented by the *Fifty-Eighth Monthly Statement of Fees and Expenses Incurred by K&L Gates LLP as Special Insurance Counsel for the Debtors for the Period from April 1, 2025 through April 30, 2025*, which was served on May 30, 2025). As instructed by the Debtors, upon expiration of the Objection Deadline (as defined herein), and so long as no objections are filed, K&L Gates LLP will apply the overpayment toward the Interim Amount owed by Murray Boiler LLC. K&L Gates will then hold the remaining balance to be applied toward amounts owed by Murray Boiler LLC pursuant to the next monthly fee statement, or interim fee application, as applicable.



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

5. Pursuant to the Interim Compensation Order, objections to this Monthly Fee Statement (each, an "Objection"), if any, must be served upon K&L Gates LLP, as the affected Retained Professional, and upon the other Notice Parties no later than August 13, 2025

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

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

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

Dated: July 30, 2025  
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR  
DEBTORS AND DEBTORS IN POSSESSION

**EXHIBIT A**

**Invoices**

**K&L GATES**

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

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

Invoice Date: July 1, 2025  
Invoice Number: 100198865  
K&L Gates Contact: Dave McGonigle

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

Fees	4,730.00	
10% Discount	(473.00)	
<b>Total Amount Due This Matter</b>		<b>\$ 4,257.00</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	2,019.00	
10% Discount	(201.90)	
<b>Total Amount Due This Matter</b>		<b>\$ 1,817.10</b>

**CURRENT INVOICE DUE - All Matters****\$ 6,074.10**

Due and Payable upon Receipt

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

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

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

Routing/ABA: 043000096  
Swift Code: PNCCUS33

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

**EBILLED INVOICE**

Aldrich Pump LLC

Invoice Date:

July 1, 2025

Invoice Number:

100198865

K&amp;L Ref. Number:

0246802

**Asbestos Insurance Advice - (00001)****\$4,257.00****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
25-JUN-25	Joe Safar	0.80	L120	Review work product regarding insurance issues (0.6) (1.1/2); e-mail with M. Hirst regarding insurance matters (0.2) (0.3/2)	860.00
26-JUN-25	Dave McGonigle	1.90	L120	Review draft response to Debtors' team information request (0.2) (0.3/2); conference with J. Safar regarding Debtors' team information request (0.2) (0.3/2); review Stout invoices for privilege and confidentiality and communications with D. Ramljak regarding same (0.2) (0.3/2); conference with C. Maisano regarding discovery issues (0.1); analysis of legal authority regarding insurance-related issues (0.6) (1.1/2); emails with J. Safar and D. Aceto regarding insurance-related issues (0.3) (0.5/2); conference with R. Sobolak regarding document-related matters (0.3) (0.6/2)	2,280.00
26-JUN-25	Joe Safar	0.40	L120	Review insurance work product (0.1) (0.2/2); e-mail with D. McGonigle and M. Hirst regarding same (0.1) (0.2/2); confer with D. McGonigle regarding same (0.2) (0.3/2)	430.00
26-JUN-25	David Aceto	0.20	L120	Review caselaw regarding insurance related issues (0.1) (0.2/2); emails with D. McGonigle regarding insurance-related matters (0.1) (0.2/2)	200.00
27-JUN-25	Dave McGonigle	0.10	L120	Emails with B. Erens regarding status (0.1)	120.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

July 1, 2025

Invoice Number:

100198865

K&amp;L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task Description</u>	<u>Amount</u>
30-JUN-25	Dave McGonigle	0.70	L120 Attention to contact list update (0.1) (0.2/2); attention to insolvent claim status and planning (0.6) (1.2/2)	840.00
		<u>4.10</u>		<u>\$4,730.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	2.70	1,200.00	3,240.00
Joe Safar	1.20	1,075.00	1,290.00
<b>Of Counsel</b>			
David Aceto	<u>0.20</u>	1,000.00	<u>200.00</u>
	<b>4.10</b>		<b>\$4,730.00</b>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	<u>4.10</u>	<u>4,730.00</u>
<b>Total Fees</b>		<b>4.10</b>	<b>\$4,730.00</b>

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

July 1, 2025

Invoice Number:

100198865

K&amp;L Ref. Number:

0246802

**Chapter 11 Retention and Compensation - (00002)****\$1,817.10****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
18-JUN-25	Emily Steele	0.10	B160	Advise regarding new client representation and bankruptcy court disclosure matters and revise thirteenth supplemental disclosure (0.1) (0.2/2)	76.50
19-JUN-25	Emily Steele	0.10	B160	Revise thirteenth supplemental declaration (0.1)	76.50
25-JUN-25	Dave McGonigle	0.30	B160	Review and approve thirteenth supplemental disclosure (0.1); prepare fee statements (0.2) (0.3/2)	360.00
25-JUN-25	Emily Steele	0.10	B160	Finalize thirteenth supplemental declaration and correspond with debtor's counsel regarding same (0.1)	76.50
27-JUN-25	Dave McGonigle	0.60	B160	Attention to preparation of monthly fee statement (0.6) (1.1/2)	720.00
27-JUN-25	Emily Steele	0.20	B160	Analyze May 2025 invoices for confidentiality and privilege (0.1) (0.2/2); draft fifty-ninth monthly fee statement (May 2025) (0.1) (0.2/2)	153.00
30-JUN-25	Dave McGonigle	0.40	B160	Final review and approval of monthly fee statement (0.4) (0.8/2)	480.00
30-JUN-25	Emily Steele	0.10	B160	Finalize and circulate fifty-ninth monthly fee statement (May 2025) (0.1) (0.2/2)	76.50
		<u>1.90</u>			<u>\$2,019.00</u>

**TIMEKEEPER SUMMARY**

<u>Partner</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Emily Steele	0.60	765.00	459.00
Dave McGonigle	<u>1.30</u>	<u>1,200.00</u>	<u>1,560.00</u>
	<b>1.90</b>		<b>\$2,019.00</b>

Aldrich Pump LLC

Invoice Date:

July 1, 2025

Invoice Number:

100198865

K&amp;L Ref. Number:

0246802

**TASK SUMMARY**

<b><u>Task Code</u></b>	<b><u>Description</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
B160	Fee/Employment Applications	1.90	2,019.00
<b>Total Fees</b>		<b>1.90</b>	<b>\$2,019.00</b>

EBILLED INVOICE



**K&L GATES**

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

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

Invoice Date: July 1, 2025  
Invoice Number: 100198866  
K&L Gates Contact: Dave McGonigle

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

Fees	3,567.50	
10% Discount	(356.75)	
<b>Total Amount Due This Matter</b>		<b>\$ 3,210.75</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	1,506.00	
10% Discount	(150.60)	
<b>Total Amount Due This Matter</b>		<b>\$ 1,355.40</b>

**CURRENT INVOICE DUE - All Matters****\$ 4,566.15****EBILLED INVOICE**

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

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

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

Routing/ABA: 043000096  
Swift Code: PNCCUS33

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

Murray Boiler LLC

Invoice Date:

July 1, 2025

Invoice Number:

100198866

K&amp;L Ref. Number:

0246801

**Asbestos Insurance Advice - (00001)****\$3,210.75****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
25-JUN-25	Joe Safar	0.60	L120	Review work product regarding insurance issues (.5) (1.1/2); e-mail with M. Hirst regarding insurance matters (0.1) (0.3/2)	645.00
26-JUN-25	Dave McGonigle	1.30	L120	Review draft response to Debtors' team information request (0.1) (0.3/2); conference with J. Safar regarding Debtors' team information request (0.1) (0.3/2); review Stout invoices for privilege and confidentiality and communications with D. Ramljak regarding same (0.1) (0.3/2); analysis of legal authority regarding insurance-related issues (0.5) (1.1/2); emails with J. Safar and D. Aceto regarding insurance-related issues (0.2) (0.5/2); conference with R. Sobolak regarding document-related matters (0.3) (0.6/2)	1,560.00
26-JUN-25	Joe Safar	0.30	L120	Review insurance work product (0.1) (0.2/2); e-mail with D. McGonigle and M. Hirst regarding same (0.1) (0.2/2); confer with D. McGonigle regarding same (0.1) (0.3/2)	322.50
26-JUN-25	David Aceto	0.20	L120	Review caselaw regarding insurance related issues (0.1)(0.2/2); emails with D. McGonigle regarding insurance-related matters (0.1) (0.2/2)	200.00
30-JUN-25	Dave McGonigle	0.70	L120	Attention to contact list update (0.1) (0.2/2); attention to insolvent claim status and planning (0.6) (1.2/2)	840.00
		<u>3.10</u>			<u>\$3,567.50</u>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

July 1, 2025

Invoice Number:

100198866

K&amp;L Ref. Number:

0246801

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	2.00	1,200.00	2,400.00
Joe Safar	0.90	1,075.00	967.50
<b>Of Counsel</b>			
David Aceto	0.20	1,000.00	200.00
	<u>3.10</u>		<u>\$3,567.50</u>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	3.10	3,567.50
<b>Total Fees</b>		<u>3.10</u>	<u>\$3,567.50</u>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

July 1, 2025

Invoice Number:

100198866

K&amp;L Ref. Number:

0246801

**Chapter 11 Retention and Compensation - (00002)****\$1,355.40****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
18-JUN-25	Emily Steele	0.10	B160	Advise regarding new client representation and bankruptcy court disclosure matters and revise thirteenth supplemental disclosure (0.1) (0.2/2)	76.50
25-JUN-25	Dave McGonigle	0.10	B160	Prepare fee statements (0.1) (0.3/2)	120.00
27-JUN-25	Dave McGonigle	0.50	B160	Attention to preparation of monthly fee statement (0.5) (1.1/2)	600.00
27-JUN-25	Emily Steele	0.20	B160	Analyze May 2025 invoices for confidentiality and privilege (0.1) (0.2/2); draft fifty-ninth monthly fee statement (May 2025) (0.1) (0.2/2)	153.00
30-JUN-25	Dave McGonigle	0.40	B160	Final review and approval of monthly fee statement (0.4) (0.8/2)	480.00
30-JUN-25	Emily Steele	0.10	B160	Finalize and circulate fifty-ninth monthly fee statement (May 2025) (0.1) (0.2/2)	76.50
		<u>1.40</u>			<u>\$1,506.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Emily Steele	0.40	765.00	306.00
Dave McGonigle	<u>1.00</u>	<u>1,200.00</u>	<u>1,200.00</u>
	<b>1.40</b>		<b>\$1,506.00</b>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>1.40</u>	<u>1,506.00</u>
<b>Total Fees</b>		<b>1.40</b>	<b>\$1,506.00</b>

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re

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

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

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

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

**Itemization of Services Rendered and Expenses Incurred**

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

<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.

**Total Fees and Expenses for the Statement Period**

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

Total Fees	\$5,543.55
Total Expenses	\$0.00
<b>TOTAL</b>	<b>\$5,543.55</b>

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$4,989.19 from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

**Billing Adjustments**

4. Consistent with its own internal policies and to comply with the "reasonableness" requirements of section 330 of the Bankruptcy Code, K&L Gates LLP has reviewed its monthly service descriptions and has determined that certain fees and expenses should not be charged to the Debtors. In particular, K&L Gates LLP has voluntarily determined that \$920.00 in fees will not be charged to the Debtors.

**Notice and Objection Procedures**

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

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

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

affected Retained Professional, and upon the other Notice Parties no later than September 12, 2025 (the “Objection Deadline”). Any Objection must set forth the nature of the objection and the specific amount of fees or expenses at issue.

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

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

Dated: August 29, 2025  
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR  
DEBTORS AND DEBTORS IN POSSESSION



**EXHIBIT A**

**Invoices**

**K&L GATES**

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

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

Invoice Date: August 1, 2025  
Invoice Number: 100210953  
K&L Gates Contact: Dave McGonigle

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

Fees	1,420.00	
10% Discount	(142.00)	
<b>Total Amount Due This Matter</b>		<b>\$ 1,278.00</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	2,074.50	
10% Discount	(207.45)	
<b>Total Amount Due This Matter</b>		<b>\$ 1,867.05</b>

**CURRENT INVOICE DUE - All Matters****\$ 3,145.05****EBILLED INVOICE**

Due and Payable upon Receipt

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

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

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

Routing/ABA: 043000096  
Swift Code: PNCCUS33

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

Aldrich Pump LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210953

K&amp;L Ref. Number:

0246802

**Asbestos Insurance Advice - (00001)****\$1,278.00****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-JUL-25	Dave McGonigle	0.40	L120	Respond to M. Hirst information request regarding insurance coverage matters (0.2) (0.4/2); attention to document management matters (0.1) (0.2/2); review ACC motion to reconsider Brattle application order (0.1) (0.2/2)	480.00
02-JUL-25	Dave McGonigle	0.30	L120	Review ACC discovery regarding Brattle application (0.1); emails with M. Hirst regarding discovery matters (0.1); conference with D. Aceto regarding insurance related matters (0.1) (0.2/2)	360.00
02-JUL-25	David Aceto	0.10	L120	Conference with D. McGonigle regarding insurance related matters (0.1) (0.2/2)	100.00
22-JUL-25	Dave McGonigle	0.10	L120	Review emails and court filing papers in connection with ACC reconsideration motion (0.1) (0.2/2)	120.00
24-JUL-25	Dave McGonigle	0.20	L120	Communications with J. Miller regarding omnibus hearing (0.2) (0.4/2)	240.00
29-JUL-25	Dave McGonigle	0.10	L120	Review Stout invoices for privilege and confidentiality (0.1)	120.00
		<u>1.20</u>			<u>\$1,420.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	1.10	1,200.00	1,320.00
<b>Of Counsel</b>			
David Aceto	<u>0.10</u>	1,000.00	<u>100.00</u>
	<u>1.20</u>		<u>\$1,420.00</u>

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210953

K&amp;L Ref. Number:

0246802

**TASK SUMMARY**

<b><u>Task Code</u></b>	<b><u>Description</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
L120	Analysis/Strategy	1.20	1,420.00
<b>Total Fees</b>		<b>1.20</b>	<b>\$1,420.00</b>

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210953

K&amp;L Ref. Number:

0246802

**Chapter 11 Retention and Compensation - (00002)****\$1,867.05****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
02-JUL-25	Emily Steele	0.30	B160	Begin drafting fifteenth interim fee application (February-May 2025) (0.3) (0.6/2)	229.50
03-JUL-25	Dave McGonigle	0.20	B160	Attention to Fifteenth interim fee application (0.2) (0.4/2)	240.00
07-JUL-25	Dave McGonigle	0.30	B160	Review, revise and approve draft fifteenth interim fee application (0.3) (0.5/2)	360.00
07-JUL-25	Emily Steele	0.40	B160	Continue drafting Fifteenth Interim Fee Application (Feb. '25 - May '25) (0.4) (0.8/2)	306.00
28-JUL-25	Emily Steele	0.10	B160	Correspondence re: June 2025 invoices and monthly fee statement (0.1)	76.50
29-JUL-25	Dave McGonigle	0.30	B160	Attention to monthly fee statements (0.3) (0.5/2)	360.00
29-JUL-25	Emily Steele	0.30	B160	Analyze June 2025 invoices for compliance with bankruptcy rules and privilege issues (0.1) (0.2/2); draft and revise monthly fee statement for June 2025 (0.2) (0.4/2)	229.50
30-JUL-25	Dave McGonigle	0.10	B160	Attention to new timekeeper approval and correspondence with A. Tananbaum regarding same (0.1) (0.2/2)	120.00
30-JUL-25	Emily Steele	0.20	B160	Finalize and circulate sixtieth monthly fee statement (June 2025) (0.1); draft and circulate order granting fifteenth interim fee application (0.1)	153.00
		<hr/> 2.20			<hr/> \$2,074.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210953

K&amp;L Ref. Number:

0246802

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Emily Steele	1.30	765.00	994.50
Dave McGonigle	0.90	1,200.00	1,080.00
	<u>2.20</u>		<u>\$2,074.50</u>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	2.20	2,074.50
<b>Total Fees</b>		<u>2.20</u>	<u>\$2,074.50</u>

EBILLED INVOICE

**K&L GATES**

K&amp;L GATES CENTER

210 SIXTH AVENUE

PITTSBURGH, PA 15222-2613

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

Tax ID No. 25 0921018

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

Invoice Date: August 1, 2025  
Invoice Number: 100210989  
K&L Gates Contact: Dave McGonigle

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

Fees	1,060.00	
10% Discount	(106.00)	
<b>Total Amount Due This Matter</b>		<b>\$ 954.00</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	1,605.00	
10% Discount	(160.50)	
<b>Total Amount Due This Matter</b>		<b>\$ 1,444.50</b>

**CURRENT INVOICE DUE - All Matters****\$ 2,398.50**

Due and Payable upon Receipt

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

500 First Ave 92

Pittsburgh, PA 15219

Beneficiary: K&amp;L Gates LLP

Acct No.: 1077692783

Routing/ABA: 043000096

Swift Code: PNCCUS33

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

Murray Boiler LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210989

K&amp;L Ref. Number:

0246801

**Asbestos Insurance Advice - (00001)****\$954.00****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-JUL-25	Dave McGonigle	0.40	L120	Respond to M. Hirst information request regarding insurance coverage matters (0.2) (0.4/2); attention to document management matters (0.1) (0.2/2); review ACC motion to reconsider Brattle application order (0.1) (0.2/2)	480.00
02-JUL-25	Dave McGonigle	0.10	L120	Conference with D. Aceto regarding insurance related matters (0.1) (0.2/2)	120.00
02-JUL-25	David Aceto	0.10	L120	Conference with D. McGonigle regarding insurance related matters (0.1) (0.2/2)	100.00
22-JUL-25	Dave McGonigle	0.10	L120	Review emails and court filing papers in connection with ACC reconsideration motion (0.1) (0.2/2)	120.00
24-JUL-25	Dave McGonigle	0.20	L120	Communications with J. Miller regarding omnibus hearing (0.2) (0.4/2)	240.00
		<u>0.90</u>			<u>\$1,060.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	0.80	1,200.00	960.00
<b>Of Counsel</b>			
David Aceto	<u>0.10</u>	1,000.00	<u>100.00</u>
	<b>0.90</b>		<b>\$1,060.00</b>

EBILLED INVOICE



Murray Boiler LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210989

K&amp;L Ref. Number:

0246801

**TASK SUMMARY**

<b><u>Task Code</u></b>	<b><u>Description</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
L120	Analysis/Strategy	0.90	1,060.00
<b>Total Fees</b>		<b>0.90</b>	<b>\$1,060.00</b>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210989

K&amp;L Ref. Number:

0246801

**Chapter 11 Retention and Compensation - (00002)****\$1,444.50****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
02-JUL-25	Emily Steele	0.30	B160	Begin drafting fifteenth interim fee application (February-May 2025) (0.3) (0.6/2)	229.50
03-JUL-25	Dave McGonigle	0.20	B160	Attention to Fifteenth interim fee application (0.2) (0.4/2)	240.00
07-JUL-25	Dave McGonigle	0.20	B160	Review, revise and approve draft fifteenth interim fee application (0.2) (0.5/2)	240.00
07-JUL-25	Emily Steele	0.40	B160	Continue drafting Fifteenth Interim Fee Application (Feb. '25 - May '25) (0.4) (0.8/2)	306.00
29-JUL-25	Dave McGonigle	0.20	B160	Attention to monthly fee statements (0.2) (0.5/2)	240.00
29-JUL-25	Emily Steele	0.30	B160	Analyze June 2025 invoices for compliance with bankruptcy rules and privilege issues (0.1) (0.2/2); draft and revise monthly fee statement for June 2025 (0.2) (0.4/2)	229.50
30-JUL-25	Dave McGonigle	0.10	B160	Attention to new timekeeper approval and correspondence with A. Tananbaum regarding same (0.1) (0.2/2)	120.00
		<u>1.70</u>			<u>\$1,605.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Emily Steele	1.00	765.00	765.00
Dave McGonigle	0.70	1,200.00	840.00
	<u>1.70</u>		<u>\$1,605.00</u>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

August 1, 2025

Invoice Number:

100210989

K&amp;L Ref. Number:

0246801

**TASK SUMMARY**

<b><u>Task Code</u></b>	<b><u>Description</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
B160	Fee/Employment Applications	1.70	1,605.00
<b>Total Fees</b>		<b>1.70</b>	<b>\$1,605.00</b>

EBILLED INVOICE

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re

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

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

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

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

**Itemization of Services Rendered and Expenses Incurred**

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

<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.

**Total Fees and Expenses for the Statement Period**

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

Total Fees	\$37,301.40
Total Expenses	\$0.00
<b>TOTAL</b>	<b>\$37,301.40</b>

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$33,571.26 from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

**Billing Adjustments**

4. Consistent with its own internal policies and to comply with the "reasonableness" requirements of section 330 of the Bankruptcy Code, K&L Gates LLP has reviewed its monthly service descriptions and has determined that certain fees and expenses should not be charged to the Debtors. In particular, K&L Gates LLP has voluntarily determined that \$2,427.50 in fees will not be charged to the Debtors.

**Notice and Objection Procedures**

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

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

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

affected Retained Professional, and upon the other Notice Parties no later than October 14, 2025 (the “Objection Deadline”). Any Objection must set forth the nature of the objection and the specific amount of fees or expenses at issue.

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

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

Dated: September 30, 2025  
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR  
DEBTORS AND DEBTORS IN POSSESSION

**EXHIBIT A**

**Invoices**



**K&L GATES**

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

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

Invoice Date: September 1, 2025  
Invoice Number: 100222948  
K&L Gates Contact: Dave McGonigle

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

Fees	23,425.00	
10% Discount	(2,342.50)	
<b>Total Amount Due This Matter</b>		<b>\$ 21,082.50</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	622.50	
10% Discount	(62.25)	
<b>Total Amount Due This Matter</b>		<b>\$ 560.25</b>

**CURRENT INVOICE DUE - All Matters****\$ 21,642.75****EBILLED INVOICE**

Due and Payable upon Receipt

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

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

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

Routing/ABA: 043000096  
Swift Code: PNCCUS33

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

Aldrich Pump LLC

Invoice Date: September 1, 2025

Invoice Number: 100222948

K&L Ref. Number: 0246802

**Asbestos Insurance Advice - (00001)**

**\$21,082.50**

**Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-AUG-25	Dave McGonigle	0.60	L120	Review and analysis of Bestwall (0.3) (0.5/2); participate in works-in-process call with Debtors and Affiliates (0.2) (0.4/2); emails with A. Tananbaum regarding insolvent insurer matters (0.1)	720.00
01-AUG-25	Joe Safar	0.40	L120	Attend works-in-process call (0.2) (0.4/2); review Bestwall decision (0.2) (0.4/2)	430.00
04-AUG-25	Dave McGonigle	3.30	L120	Research insolvent insurer claim status (0.4); review of insolvent insurer early payment dividend offer documentation (0.4); conference with E. Fleury regarding policy and work product files (0.3); analysis of insolvent insurer claims values (0.4); conference with D. Ramljak regarding insolvent insurer claim status and planning (0.5); conference with A. Tananbaum regarding status and planning (0.3) (0.6/2); analysis of insurance and related case strategy issues (0.5) (0.9/2); conference with D. Aceto regarding case strategy and insurance-related issues (0.5) (0.9/2)	3,960.00
04-AUG-25	Erin Fleury	0.70	L120	Conference call with D. McGonigle discussing insurance-related questions (0.3); review certain settlement agreements, policies, and prior work product to address inquiries regarding insurance-related questions (0.4)	490.00
04-AUG-25	David Aceto	0.50	L120	Conference with D. McGonigle regarding strategic insurance and other matters (0.5) (0.9/2)	500.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: September 1, 2025

Invoice Number: 100222948

K&amp;L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
05-AUG-25	Dave McGonigle	1.70	L120	Conference with M. Cody regarding insolvent insurer matters (0.5); conference with A. Tananbaum regarding insolvent insurer matter update (0.1); prepare for conference with D. Aceto (0.1); conference with D. Aceto regarding strategy and planning (1.0) (2.0/2)	2,040.00
05-AUG-25	David Aceto	1.30	L120	Research regarding potential strategic considerations (0.3) (0.6/2); conference with D. McGonigle regarding strategic insurance and other matters (1.0) (2.0/2)	1,300.00
11-AUG-25	Dave McGonigle	0.40	L120	Initial review of draft estimation work product (0.3) (0.5/2); emails with J. Safar regarding draft report (0.1)	480.00
11-AUG-25	Joe Safar	0.30	L120	Preliminary review of estimation work product (0.2) (0.4/2); e-mail with D. McGonigle regarding same (0.1)	322.50
12-AUG-25	Dave McGonigle	1.80	L120	Review and analysis of estimation work product (1.8) (3.6/2)	2,160.00
12-AUG-25	Joe Safar	1.20	L120	Review estimation work product regarding insurance issues (1.2) (2.4/2)	1,290.00
13-AUG-25	Dave McGonigle	0.50	L120	Review draft estimation work product in preparation for conference with J. Safar (0.1) (0.2/2); conference with J. Safar regarding estimation work product (0.3) (0.6/2); emails with A. Tananbaum regarding status (0.1)	600.00
13-AUG-25	Joe Safar	0.50	L120	Confer with D. McGonigle regarding insurance strategy and work product (0.3) (0.6/2); confer with E. Fleury regarding insurance work product (0.2) (0.3/2)	537.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: September 1, 2025

Invoice Number: 100222948

K&amp;L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
13-AUG-25	Erin Fleury	0.20	L120	Conference call with J. Safar regarding insurance-related questions (0.2) (0.3/2)	140.00
14-AUG-25	Dave McGonigle	0.50	L120	Attention to court correspondence regarding proposed omnibus hearing dates (0.1); analysis of strategic issues and insurance implications of same (0.2) (0.4/2); conference with B. Erens regarding status and planning (0.2) (0.4/2)	600.00
15-AUG-25	Dave McGonigle	0.70	L120	Conference with A. Tananbaum regarding status and planning (0.1) (0.2/2); review recent filings (0.2) (0.3/2); review and analysis of estimation CMO (0.4) (0.7/2)	840.00
15-AUG-25	Erin Fleury	2.00	L120	Review documents and work product to assist J. Safar and D. McGonigle regarding insurance-related questions (2.0) (3.9/2)	1,400.00
18-AUG-25	Dave McGonigle	0.90	L120	Review and analysis of protective order (0.3) (0.5/2); conference with B. Erens regarding status and planning (0.2) (0.3/2); email to team regarding insurer planning (0.4) (0.7/2)	1,080.00
19-AUG-25	Dave McGonigle	0.10	L120	Email to team regarding planning call (0.1)	120.00
20-AUG-25	Dave McGonigle	0.30	L120	Conference with B. Erens, M. Evert and M. Hirst regarding status and planning (0.3) (0.6/2)	360.00
22-AUG-25	Dave McGonigle	0.20	L120	Conference with B. Erens regarding status (0.1) (0.2/2); planning for insurer update call (0.1) (0.2/2)	240.00
25-AUG-25	Dave McGonigle	0.20	L120	Communications with J. Miller regarding omnibus hearing and planning (0.2) (0.3/2)	240.00
26-AUG-25	Dave McGonigle	0.20	L120	Conference with J. Safar regarding status and planning (0.2) (0.3/2)	240.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: September 1, 2025

Invoice Number: 100222948

K&amp;L Ref. Number: 0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
26-AUG-25	Joe Safar	0.20	L120	Confer with D. McGonigle regarding insurance strategy and updates (0.2) (0.3/2)	215.00
27-AUG-25	Dave McGonigle	1.60	L120	Emails with A. Tananbaum regarding status and planning (0.1); review and analysis of trust discovery order and confidentiality provisions (0.7) (1.4/2); review recent docket filings (0.1) (0.2/2); review filings regarding ACC substitution motion (0.6) (1.1/2); conference with insurer counsel regarding status (0.1)	1,920.00
28-AUG-25	Dave McGonigle	1.00	L120	Telephonic attendance at omnibus hearing (1.0) (1.9/2)	1,200.00
		<u>21.30</u>			<u>\$23,425.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	14.00	1,200.00	16,800.00
Joe Safar	2.60	1,075.00	2,795.00
<b>Counsel</b>			
Erin Fleury	2.90	700.00	2,030.00
<b>Of Counsel</b>			
David Aceto	1.80	1,000.00	1,800.00
		<u>21.30</u>	<u>\$23,425.00</u>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	21.30	23,425.00
<b>Total Fees</b>		<u>21.30</u>	<u>\$23,425.00</u>

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date: September 1, 2025

Invoice Number: 100222948

K&amp;L Ref. Number: 0246802

**Chapter 11 Retention and Compensation - (00002)****\$560.25****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
27-AUG-25	Dave McGonigle	0.20	B160	Attention to monthly fee statements (0.2) (0.4/2)	240.00
27-AUG-25	Emily Steele	0.30	B160	Attention to matters relating to new client representation and need for potential disclosure to the bankruptcy court (0.1); review July 2025 invoices for confidentiality and privilege (0.1); draft Sixty-First Monthly Fee Statement (July 2025) (0.1) (0.2/2)	229.50
28-AUG-25	Emily Steele	0.20	B160	Attention to matters relating to payment of invoices approved by Fifteenth Interim Fee Application (0.1); finalize Sixty-First (July 2025) Monthly Fee Statement and circulate to debtors' counsel (0.1) (0.2/2)	153.00
		<u>0.70</u>			<u>\$622.50</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Emily Steele	0.50	765.00	382.50
Dave McGonigle	<u>0.20</u>	<u>1,200.00</u>	<u>240.00</u>
	<b>0.70</b>		<b>\$622.50</b>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>0.70</u>	<u>622.50</u>
<b>Total Fees</b>		<b>0.70</b>	<b>\$622.50</b>

EBILLED INVOICE

**K&L GATES**

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

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

Invoice Date: September 1, 2025  
Invoice Number: 100222943  
K&L Gates Contact: Dave McGonigle

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

Fees	16,852.50	
10% Discount	(1,685.25)	
<b>Total Amount Due This Matter</b>		<b>\$ 15,167.25</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	546.00	
10% Discount	(54.60)	
<b>Total Amount Due This Matter</b>		<b>\$ 491.40</b>

**CURRENT INVOICE DUE - All Matters****\$ 15,658.65****EBILLED INVOICE**

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

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

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

Routing/ABA: 043000096  
Swift Code: PNCCUS33

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

Murray Boiler LLC

Invoice Date: September 1, 2025

Invoice Number: 100222943

K&L Ref. Number: 0246801

**Asbestos Insurance Advice - (00001)**

**\$15,167.25**

**Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
01-AUG-25	Dave McGonigle	0.40	L120	Review and analysis of Bestwall (0.2) (0.5/2); participate in works-in-process call with Debtors and Affiliates (0.2) (0.4/2);	480.00
01-AUG-25	Joe Safar	0.40	L120	Attend works-in-process call (0.2) (0.4/2); review Bestwall decision (0.2) (0.4/2)	430.00
04-AUG-25	Dave McGonigle	1.10	L120	Conference with A. Tananbaum regarding status and planning (0.3) (0.6/2); analysis of insurance and related case strategy issues (0.4) (0.9/2); conference with D. Aceto regarding case strategy and insurance-related issues (0.4) (0.9/2)	1,320.00
04-AUG-25	David Aceto	0.40	L120	Conference with D. McGonigle regarding strategic insurance and other matters (0.4) (0.9/2)	400.00
05-AUG-25	Dave McGonigle	1.00	L120	Conference with D. Aceto regarding strategy and planning (1.0) (2.0/2)	1,200.00
05-AUG-25	David Aceto	1.30	L120	Research regarding potential strategic considerations (0.3) (0.6/2); conference with D. McGonigle regarding strategic insurance and other matters (1.0) (2.0/2)	1,300.00
11-AUG-25	Dave McGonigle	0.20	L120	Initial review of draft estimation work product (0.2) (0.5/2)	240.00
11-AUG-25	Joe Safar	0.20	L120	Preliminary review of estimation work product (0.2) (0.4/2)	215.00
12-AUG-25	Dave McGonigle	1.80	L120	Review and analysis of estimation work product (1.8) (3.6/2)	2,160.00
12-AUG-25	Joe Safar	1.20	L120	Review estimation work product regarding insurance issues (1.2) (2.4/2)	1,290.00

EBILLED INVOICE



Murray Boiler LLC

Invoice Date: September 1, 2025

Invoice Number: 100222943

K&amp;L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
13-AUG-25	Dave McGonigle	0.40	L120	Review draft estimation work product in preparation for conference with J. Safar (0.1) (0.2/2); conference with J. Safar regarding estimation work product (0.3) (0.6/2)	480.00
13-AUG-25	Joe Safar	0.40	L120	Confer with D. McGonigle regarding insurance strategy and work product (0.3) (0.6/2); confer with E. Fleury regarding insurance work product (0.1) (0.3/2)	430.00
13-AUG-25	Erin Fleury	0.10	L120	Conference call with J. Safar regarding insurance-related questions (0.1) (0.3/2)	70.00
14-AUG-25	Dave McGonigle	0.40	L120	Analysis of strategic issues and insurance implications of same (0.2) (0.4/2); conference with B. Erens regarding status and planning (0.2) (0.4/2)	480.00
15-AUG-25	Dave McGonigle	0.50	L120	Conference with A. Tananbaum regarding status and planning (0.1) (0.2/2); review recent filings (0.1) (0.3/2); review and analysis of estimation CMO (0.3) (0.7/2)	600.00
15-AUG-25	Erin Fleury	1.90	L120	Review documents and work product to assist J. Safar and D. McGonigle regarding insurance-related questions (1.9) (3.9/2)	1,330.00
18-AUG-25	Dave McGonigle	0.60	L120	Review and analysis of protective order (0.2) (0.5/2); conference with B. Erens regarding status and planning (0.1) (0.3/2); email to team regarding insurer planning (0.3) (0.7/2)	720.00
20-AUG-25	Dave McGonigle	0.30	L120	Conference with B. Erens, M. Evert and M. Hirst regarding status and planning (0.3) (0.6/2)	360.00
22-AUG-25	Dave McGonigle	0.20	L120	Conference with B. Erens regarding status (0.1) (0.2/2); planning for insurer update call (0.1) (0.2/2)	240.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date: September 1, 2025

Invoice Number: 100222943

K&amp;L Ref. Number: 0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
25-AUG-25	Dave McGonigle	0.20	L120	Communications with J. Miller regarding omnibus hearing and planning (0.1) (0.3/2); communications with M. Uddin regarding insurer contacts and status (0.1)	240.00
26-AUG-25	Dave McGonigle	0.10	L120	Conference with J. Safar regarding status and planning (0.1) (0.3/2)	120.00
26-AUG-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding insurance strategy and updates (0.1) (0.3/2)	107.50
27-AUG-25	Dave McGonigle	1.30	L120	Review and analysis of trust discovery order and confidentiality provisions (0.7) (1.4/2); review recent docket filings (0.1) (0.2/2); review filings regarding ACC substitution motion (0.5) (1.1/2)	1,560.00
28-AUG-25	Dave McGonigle	0.90	L120	Telephonic attendance at omnibus hearing (0.9) (1.9/2)	1,080.00
		<b>15.40</b>			<b>\$16,852.50</b>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	9.40	1,200.00	11,280.00
Joe Safar	2.30	1,075.00	2,472.50
<b>Counsel</b>			
Erin Fleury	2.00	700.00	1,400.00
<b>Of Counsel</b>			
David Aceto	1.70	1,000.00	1,700.00
	<b>15.40</b>		<b>\$16,852.50</b>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	15.40	16,852.50
<b>Total Fees</b>		<b>15.40</b>	<b>\$16,852.50</b>

Murray Boiler LLC

Invoice Date: September 1, 2025

Invoice Number: 100222943

K&amp;L Ref. Number: 0246801

**Chapter 11 Retention and Compensation - (00002)****\$491.40****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
26-AUG-25	Emily Steele	0.20	B160	Attention to payment application matters and instructions from debtors' counsel regarding same (0.2)	153.00
27-AUG-25	Dave McGonigle	0.20	B160	Attention to monthly fee statements (0.2) (0.4/2)	240.00
27-AUG-25	Emily Steele	0.10	B160	Draft Sixty-First Monthly Fee Statement (July 2025) (0.1) (0.2/2)	76.50
28-AUG-25	Emily Steele	0.10	B160	Finalize Sixty-First (July 2025) Monthly Fee Statement and circulate to debtors' counsel (0.1) (0.2/2)	76.50
		<u>0.60</u>			<u>\$546.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Emily Steele	0.40	765.00	306.00
Dave McGonigle	<u>0.20</u>	<u>1,200.00</u>	<u>240.00</u>
	<b>0.60</b>		<b>\$546.00</b>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>0.60</u>	<u>546.00</u>
<b>Total Fees</b>		<b>0.60</b>	<b>\$546.00</b>

EBILLED INVOICE

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re

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

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

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

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

**Itemization of Services Rendered and Expenses Incurred**

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

<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.

**Total Fees and Expenses for the Statement Period**

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

Total Fees	\$39,604.05
Total Expenses	\$0.00
<b>TOTAL</b>	<b>\$39,604.05</b>

3. Pursuant to the Interim Compensation Order, K&L Gates LLP seeks payment of \$35,643.64 from the Debtors for the Statement Period (the "Interim Amount"), representing (a) 90% of K&L Gates LLP's fees and (b) 100% of its incurred expenses.

**Billing Adjustments**

4. Consistent with its own internal policies and to comply with the "reasonableness" requirements of section 330 of the Bankruptcy Code, K&L Gates LLP has reviewed its monthly service descriptions and has determined that certain fees and expenses should not be charged to the Debtors. In particular, K&L Gates LLP has voluntarily determined that \$2,520.00 in fees will not be charged to the Debtors.

**Notice and Objection Procedures**

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

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

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

affected Retained Professional, and upon the other Notice Parties no later than November 14, 2025 (the “Objection Deadline”). Any Objection must set forth the nature of the objection and the specific amount of fees or expenses at issue.

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

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

Dated: October 31, 2025  
Pittsburgh, PA

Respectfully submitted,

/s/ David F. McGonigle

David McGonigle

K&L Gates LLP

210 Sixth Avenue

Pittsburgh, PA 15222

Telephone: (412) 355-6233

Facsimile: (412) 355-6501

E-mail: david.mcgonigle@klgates.com

(Admitted *pro hac vice*)

SPECIAL INSURANCE COUNSEL FOR  
DEBTORS AND DEBTORS IN POSSESSION

**EXHIBIT A**

**Invoices**



**K&L GATES**

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

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

Invoice Date: October 1, 2025  
Invoice Number: 100232276  
K&L Gates Contact: Dave McGonigle

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

Fees	25,997.50	
10% Discount	(2,599.75)	
<b>Total Amount Due This Matter</b>		<b>\$ 23,397.75</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	666.00	
10% Discount	(66.60)	
<b>Total Amount Due This Matter</b>		<b>\$ 599.40</b>

**CURRENT INVOICE DUE - All Matters****\$ 23,997.15****EBILLED INVOICE**

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

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

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

Routing/ABA: 043000096  
Swift Code: PNCCUS33

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

Aldrich Pump LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232276

K&amp;L Ref. Number:

0246802

**Asbestos Insurance Advice - (00001)****\$23,397.75****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
02-SEP-25	Dave McGonigle	1.30	L120	Review and analysis of recent authority regarding insurance-related issues (1.1) (2.2/2); conference with B. Erens regarding status (0.1); communications with A. Tananbaum regarding status (0.1)	1,560.00
02-SEP-25	David Aceto	0.40	L120	Review recent decision (0.4) (0.8/2)	400.00
03-SEP-25	Dave McGonigle	1.40	L120	Review Amended Order regarding Debtors' subpoenas on trust and Paddock (0.1) (0.2/2); conferences with A. Tananbaum regarding status and planning (0.3) (0.6/2); review summary of draft expert report (0.2) (0.3/2); conference with D. Aceto regarding recent authority and strategy issues (0.2) (0.4/2); conference with J. Safar regarding status and planning (0.2) (0.3/2); conference with M. Hirst regarding protective orders (0.1) (0.2/2); conference with B. Erens and M. Hirst regarding status and planning (0.1) (0.2/2); participate in insurer update call (0.2) (0.3/2)	1,680.00
03-SEP-25	Joe Safar	0.50	L120	Prepare for insurer update (0.1) (0.2/2); confer with D. McGonigle regarding preparation for insurer update (0.2) (0.4/2); attend insurer update call (0.2) (0.3/2)	537.50
03-SEP-25	David Aceto	0.20	L120	Conference with D. McGonigle (0.2) (0.4/2)	200.00
04-SEP-25	Dave McGonigle	0.10	L120	Email to J. Safar regarding insurance update call follow-up (0.1)	120.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232276

K&amp;L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
09-SEP-25	Dave McGonigle	3.40	L120	Conference with D. Ramljak regarding insurance matters and request for assistance (0.2) (0.4/2); review and analysis of draft work product (2.3) (4.6/2); conference with J. Safar regarding status and planning (0.1) (0.2/2); research work product files regarding insurance programs (0.6) (1.1/2); review Stout work product regarding insurance-related matters (0.2) (0.3/2)	4,080.00
09-SEP-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
10-SEP-25	Dave McGonigle	0.60	L120	Communications with A. Tananbaum regarding insurance work product (0.1) (0.2/2); conference with J. Rothschild regarding insurance work product (0.1); communications with B. Erens, M. Evert and A. Tananbaum regarding draft work product (0.3) (0.6/2); review communications regarding proposed order on AAC motion (0.1)	720.00
11-SEP-25	Dave McGonigle	0.80	L120	Review work product regarding pending insurance claim (0.1); conference with representative of insolvent insurer estate (0.3); email to A. Tananbaum regarding insolvent insurer matter (0.4)	960.00
16-SEP-25	Dave McGonigle	1.10	L120	Attention to insolvent insurer claim and potential agreement (1.1)	1,320.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232276

K&amp;L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
17-SEP-25	Dave McGonigle	1.30	L120	Attention to insurer information request (0.2) (0.3/2); review and analysis of insolvent insurer claim materials and status (0.4); emails with A. Tananbaum regarding insurance matters (0.3); email to M. Cody regarding insurance matter (0.2); email to insolvent insurer representative regarding claim matters (0.2)	1,560.00
18-SEP-25	Dave McGonigle	0.10	L120	Emails with A. Tananbaum and insurer representative regarding insolvent insurer matters (0.1)	120.00
22-SEP-25	Dave McGonigle	1.50	L120	Correspondence with insolvent insurer representative regarding early dividend offer (0.4); planning for client meeting (0.2); conference with M. Cody regarding insolvent insurer settlement offer (0.4); emails with A. Tananbaum regarding early dividend offer (0.4); communication with special insurance counsel to FCR regarding offer (0.1)	1,800.00
23-SEP-25	Dave McGonigle	0.50	L120	Correspondence with M. Garbowski regarding OIC/L&O early dividend offer (0.1); voicemail and correspondence to H. Fraizer regarding OIC/L&O early dividend offer (0.2); emails with A. Tananbaum and M. Cody regarding status (0.1); conference with D. Ramljak regarding work product request (0.1)	600.00
25-SEP-25	Dave McGonigle	0.10	L120	Conference with J. Safar regarding status (0.1)	120.00
26-SEP-25	Dave McGonigle	0.70	L120	Emails with insurer representative regarding status (0.1); analysis of work product in preparation for client meeting (0.6) (1.2/2)	840.00
29-SEP-25	Dave McGonigle	2.90	L120	Emails with M. Hirst regarding	3,480.00

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232276

K&amp;L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
				estimation and insurance matters (0.2) (0.4/2); conferences with J. Safar regarding estimation and insurance matters (0.1) (0.2/2); communications with representative of party in interest regarding estimation and insurance matters (0.2) (0.3/2); conferences with insurer representative regarding estimation and insurance matters (0.6) (1.2/2); conference with B. Erens, M. Hirst, M. Evert and J. Safar regarding insurance and estimation matters (0.2) (0.4/2); review work product and course of dealings in preparation for client update meeting (1.5) (2.9/2); emails with D. Ramljak and Stout team regarding work product (0.1)	
29-SEP-25	Joe Safar	0.70	L120	Confer with D. McGonigle regarding insurance and estimation issues (0.1) (0.2/2); confer with B. Erens, M. Hirst, M. Evert and D. McGonigle regarding insurance and estimation issue (0.3) (0.5/2); review expert reports (0.3) (0.5/2)	752.50

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232276

K&amp;L Ref. Number:

0246802

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
30-SEP-25	Dave McGonigle	4.20	L120	Emails with M. Cody regarding insurance matters (0.4); attention to potential insolvent insurer settlement (0.1); attention to draft presentation materials (2.6) (5.1/2); review Jones Day draft work product (0.2) (0.3/2); planning for client meeting (0.1) (0.2/2); communications with A. Tananbaum regarding status and planning (0.3) (0.6/2); conference with insurer representative regarding status and planning (0.2) (0.3/2); conference with J. Rothschild and D. Ramljak regarding insurance work product (0.2) (0.4/2); emails with M. Hirst and team regarding status and meet and confer discussions (0.1) (0.2/2)	5,040.00
		<u>21.90</u>			<u>\$25,997.50</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	20.00	1,200.00	24,000.00
Joe Safar	1.30	1,075.00	1,397.50
<b>Of Counsel</b>			
David Aceto	<u>0.60</u>	1,000.00	<u>600.00</u>
	<b>21.90</b>		<b>\$25,997.50</b>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L120	Analysis/Strategy	<u>21.90</u>	<u>25,997.50</u>
<b>Total Fees</b>		<b>21.90</b>	<b>\$25,997.50</b>

EBILLED INVOICE

Aldrich Pump LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232276

K&amp;L Ref. Number:

0246802

**Chapter 11 Retention and Compensation - (00002)****\$599.40****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
03-SEP-25	Emily Steele	0.10	B160	Attention to matters relating to ongoing disclosures to court regarding representations of parties in interest (0.1)	76.50
22-SEP-25	Dave McGonigle	0.20	B160	Attention to monthly fee statements (0.2) (0.4/2)	240.00
25-SEP-25	Emily Steele	0.10	B160	Analyze August invoices for privilege and compliance with bankruptcy rules (0.1)	76.50
26-SEP-25	Emily Steele	0.10	B160	Draft sixty-second monthly fee statement (August 2025) (0.1) (0.2/2)	76.50
29-SEP-25	Dave McGonigle	0.10	B160	Review and finalize monthly fee statements (0.1) (0.2/2)	120.00
30-SEP-25	Emily Steele	0.10	B160	Finalize and circulate sixty-second monthly fee statement for August 2025 (0.1) (0.2/2)	76.50
		<u>0.70</u>			<u>\$666.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Emily Steele	0.40	765.00	306.00
Dave McGonigle	0.30	1,200.00	360.00
	<u>0.70</u>		<u>\$666.00</u>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	0.70	666.00
<b>Total Fees</b>		<u>0.70</u>	<u>\$666.00</u>

EBILLED INVOICE

**K&L GATES**

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

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

Invoice Date: October 1, 2025  
Invoice Number: 100232274  
K&L Gates Contact: Dave McGonigle

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

Fees	16,675.00	
10% Discount	(1,667.50)	
<b>Total Amount Due This Matter</b>		<b>\$ 15,007.50</b>

**Chapter 11 Retention and Compensation (00002)**

Fees	666.00	
10% Discount	(66.60)	
<b>Total Amount Due This Matter</b>		<b>\$ 599.40</b>

**CURRENT INVOICE DUE - All Matters****\$ 15,606.90****EBILLED INVOICE**

Due and Payable upon Receipt

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

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

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

Routing/ABA: 043000096  
Swift Code: PNCCUS33

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



Murray Boiler LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232274

K&amp;L Ref. Number:

0246801

**Asbestos Insurance Advice - (00001)****\$15,007.50****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
02-SEP-25	Dave McGonigle	1.10	L120	Review and analysis of recent authority regarding insurance-related issues (1.1) (2.2/2)	1,320.00
02-SEP-25	David Aceto	0.40	L120	Review recent decision (0.4) (0.8/2)	400.00
03-SEP-25	Dave McGonigle	1.10	L120	Review Amended Order regarding Debtors' subpoenas on trust and Paddock (0.1) (0.2/2); conferences with A. Tananbaum regarding status and planning (0.3) (0.6/2); review summary of draft expert report (0.1) (0.3/2); conference with D. Aceto regarding recent authority and strategy issues (0.2) (0.4/2); conference with J. Safar regarding status and planning (0.1) (0.3/2); conference with M. Hirst regarding protective orders (0.1) (0.2/2); conference with B. Erens and M. Hirst regarding status and planning (0.1) (0.2/2); participate in insurer update call (0.1) (0.3/2)	1,320.00
03-SEP-25	Joe Safar	0.40	L120	Prepare for insurer update (0.1) (0.2/2); confer with D. McGonigle regarding preparation for insurer update (0.2) (0.4/2); attend insurer update call (0.1) (0.3/2)	430.00
03-SEP-25	David Aceto	0.20	L120	Conference with D. McGonigle (0.2) (0.4/2)	200.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232274

K&amp;L Ref. Number:

0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
09-SEP-25	Dave McGonigle	3.20	L120	Conference with D. Ramljak regarding insurance matters and request for assistance (0.2) (0.4/2); review and analysis of draft work product (2.3) (4.6/2); conference with J. Safar regarding status and planning (0.1) (0.2/2); research work product files regarding insurance programs (0.5) (1.1/2); review Stout work product regarding insurance-related matters (0.1) (0.3/2)	3,840.00
09-SEP-25	Joe Safar	0.10	L120	Confer with D. McGonigle regarding status and strategy (0.1) (0.2/2)	107.50
10-SEP-25	Dave McGonigle	0.40	L120	Communications with A. Tananbaum regarding insurance work product (0.1) (0.2/2); communications with B. Erens, M. Evert and A. Tananbaum regarding draft work product (0.3) (0.6/2)	480.00
17-SEP-25	Dave McGonigle	0.10	L120	Attention to insurer information request (0.1) (0.3/2)	120.00
26-SEP-25	Dave McGonigle	0.60	L120	Analysis of work product in preparation for client meeting (0.6) (1.2/2)	720.00
29-SEP-25	Dave McGonigle	2.60	L120	Emails with M. Hirst regarding estimation and insurance matters (0.2) (0.4/2); conferences with J. Safar regarding estimation and insurance matters (0.1) (0.2/2); communications with representative of party in interest regarding estimation and insurance matters (0.1) (0.3/2); conferences with insurer representative regarding estimation and insurance matters (0.6) (1.2/2); conference with B. Erens, M. Hirst, M. Evert and J. Safar regarding insurance and estimation matters (0.2) (0.4/2);	3,120.00

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232274

K&amp;L Ref. Number:

0246801

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
				review work product and course of dealings in preparation for client update meeting (1.4) (2.9/2)	
29-SEP-25	Joe Safar	0.50	L120	Confer with D. McGonigle regarding insurance and expert issues (0.1) (0.2/2); confer with B. Erens, M. Hirst, M. Evert and D. McGonigle regarding insurance and estimation issue (0.2) (0.5/2); review expert reports (0.2) (0.5/2)	537.50
30-SEP-25	Dave McGonigle	3.40	L120	Attention to draft presentation materials (2.5) (5.1/2); review Jones Day draft work product (0.1) (0.3/2); planning for client meeting (0.1) (0.2/2); communications with A. Tananbaum regarding status and planning (0.3) (0.6/2); conference with insurer representative regarding status and planning (0.1) (0.3/2); conference with J. Rothschild and D. Ramljak regarding insurance work product (0.2) (0.4/2); emails with M. Hirst and team regarding status and meet and confer discussions (0.1) (0.2/2)	4,080.00
		<u>14.10</u>			<u>\$16,675.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Dave McGonigle	12.50	1,200.00	15,000.00
Joe Safar	1.00	1,075.00	1,075.00
<b>Of Counsel</b>			
David Aceto	<u>0.60</u>	1,000.00	<u>600.00</u>
	<b>14.10</b>		<b>\$16,675.00</b>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232274

K&amp;L Ref. Number:

0246801

**TASK SUMMARY**

<b><u>Task Code</u></b>	<b><u>Description</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
L120	Analysis/Strategy	14.10	16,675.00
<b>Total Fees</b>		<b>14.10</b>	<b>\$16,675.00</b>

EBILLED INVOICE

Murray Boiler LLC

Invoice Date:

October 1, 2025

Invoice Number:

100232274

K&amp;L Ref. Number:

0246801

**Chapter 11 Retention and Compensation - (00002)****\$599.40****Professional Services**

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Task</u>	<u>Description</u>	<u>Amount</u>
22-SEP-25	Dave McGonigle	0.20	B160	Attention to monthly fee statements (0.2) (0.4/2)	240.00
23-SEP-25	Emily Steele	0.20	B160	Attention to billing related matters for Murray and correspondence with debtors' counsel regarding same (0.2)	153.00
26-SEP-25	Emily Steele	0.10	B160	Draft sixty-second monthly fee statement (August 2025) (0.1) (0.2/2)	76.50
29-SEP-25	Dave McGonigle	0.10	B160	Review and finalize monthly fee statements (0.1) (0.2/2)	120.00
30-SEP-25	Emily Steele	0.10	B160	Finalize and circulate sixty-second monthly fee statement for August 2025 (0.1) (0.2/2)	76.50
		<u>0.70</u>			<u>\$666.00</u>

**TIMEKEEPER SUMMARY**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Partner</b>			
Emily Steele	0.40	765.00	306.00
Dave McGonigle	<u>0.30</u>	<u>1,200.00</u>	<u>360.00</u>
	<b>0.70</b>		<b>\$666.00</b>

**TASK SUMMARY**

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
B160	Fee/Employment Applications	<u>0.70</u>	<u>666.00</u>
<b>Total Fees</b>		<b>0.70</b>	<b>\$666.00</b>

EBILLED INVOICE

**EXHIBIT B**

**Proposed Order**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re

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

Debtors.

Chapter 11

Case No. 20-30608 (LMJ)

(Jointly Administered)

**ORDER GRANTING THE SIXTEENTH INTERIM APPLICATION OF K&L GATES  
LLP FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND  
REIMBURSEMENT OF EXPENSES  
AS SPECIAL INSURANCE COUNSEL TO THE DEBTORS  
FOR THE PERIOD FROM JUNE 1, 2025 THROUGH SEPTEMBER 30, 2025 [DKT. \_\_]**

This matter coming before the Court on the *Sixteenth Interim Application of K&L Gates LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Special Insurance Counsel to the Debtors for the Period From June 1, 2025 Through September 30, 2025* [Dkt. \_\_] (the "Interim Fee Application")<sup>2</sup> filed by K&L

<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 Interim Fee Application.

Gates LLP as special insurance counsel to the above-captioned debtors and debtor in possession (the "Debtors"); the Court having reviewed the Interim Fee Application; the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) notice of the Interim Fee Application and the notice of an opportunity for hearing were served upon the parties required by Local Rule 2002-1(g) and the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171] (the "Interim Compensation Order") and no other or further notice is required, (iv) the compensation requested in the Interim Fee Application is reasonable and for actual and necessary services rendered by K&L Gates LLP on behalf of the Debtors during the period from June 1, 2025 through September 30, 2025 (the "Compensation Period"), (v) the expenses for which reimbursement is sought in the Interim Fee Application are actual and necessary expenses incurred by K&L Gates LLP during the Compensation Period on behalf of the Debtors, and (vi) the Interim Fee Application fully complies with the Interim Compensation Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Interim Fee Application establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Interim Fee Application is GRANTED.
2. K&L Gates LLP is awarded, on an interim basis, compensation for professional services rendered during the Compensation Period in the amount of \$93,089.25 and reimbursement for actual and necessary expenses incurred by K&L Gates LLP during the Compensation Period in the amount of \$0.00.



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

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

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

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

United States Bankruptcy Court