Docket #3278 Date Filed: 08/04/2026

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

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

NOTICE OF FILING OF THE FUTURE ASBESTOS CLAIMANTS' REPRESENTATIVE'S RESPONSE IN SUPPORT OF THE DEBTORS' MOTIONS IN LIMINE PREVIOUSLY FILED UNDER SEAL

Joseph W. Grier, III, the representative for future asbestos claimants in the above-captioned cases, through counsel, hereby files *Notice of Filing* relative to *The Future Asbestos Claimants' Representative's Response in Support of the Debtors' Motions in Limine Previously Filed under Seal* (the "Response") (Dkt. 3218) and attaches hereto an unsealed copy of the Response.

This is the 4th day of August, 2026.

Respectfully submitted,

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

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
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In re	Chapter 11
ALDRICH PUMP LLC, *et al.*,[1]	Case No. 20-30608 (LMJ)
Debtors.	(Jointly Administered)

THE FUTURE ASBESTOS CLAIMANTS' REPRESENTATIVE'S
RESPONSE IN SUPPORT OF THE DEBTORS' MOTIONS IN LIMINE

Joseph W. Grier, III, the representative for future asbestos claimants in the above-captioned cases (the "FCR"), files his *Response in Support of the Debtors' Motions in Limine*, specifically (i) the *Debtors' Motion in Limine to Exclude Evidence of Defense Costs*[2]; (ii) the *Debtors' Motion in Limine to Exclude "Ground-Up" Estimate for Non-Mesothelioma Claims*[3]; and (iii) the *Debtors' Motion in Limine to Preclude Opinions Asserted by the Committee's Experts on Discount Rates*[4] (collectively, the "Motions"), and respectfully represents as follows:

1. The Debtors ask the Court to exclude the following from Phase I of the estimation trial: (i) Dr. Sackett's testimony adding **defense costs** to his estimate of mesothelioma claims; (ii) Dr. Sackett's **ground-up estimation** of non-mesothelioma claims; and (iii) the testimony of both Dr. Sackett and Yvette Austin of Compass Lexecon, regarding **discount rates**.[5]

3. **Defense Costs**. Paragraph 3 of the Second Estimation CMO expressly requires that the experts set forth "their estimate of the Debtors' liability for current and future mesothelioma

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[2] Dkt. 3183.
[3] Dkt. 3184.
[4] Dkt. 3185.
[5] *Order Commencing Phase I of the Estimation Trial with Hearings Based on the Tort System Extrapolation Method and the Parties' Expert Reports,* Dkt. 3011.

claims"[6] A defendant's defense costs are not part of a plaintiff's claim and therefore they should be excluded. Adding defense costs artificially inflates Dr. Sackett's estimate by approximately $900,000,000.

4. **Gross-up.** The same paragraph of the Second Estimation CMO requires that the experts take their estimates for mesothelioma claims and apply "a gross-up for non-mesothelioma claims."[7] This is a common approach in asbestos cases. Here, for example, only a small and undisputed percentage of the Debtors' liabilities are linked to non-mesothelioma claims such as lung cancer and asbestosis. A gross-up is a simple tool that avoids discussion of the merits of those claims, streamlining estimation and saving the Court time. Both the FCR's and the Debtors' experts applied a gross-up to their mesothelioma estimates. Dr. Sackett, however, performed a fully independent, stand-alone, ground-up estimate of non-mesothelioma claims. Dr. Sackett's ground-up estimate is highly complex and will take up the Court's limited time for no benefit. Problematically, it also denies the Court the opportunity of an apples-to-apples comparison of the experts' estimates, the very purpose of ordering a uniform approach in the first place. There is no prejudice to the ACC in performing a simple gross-up at the estimation trial consistent with the Court's Second Estimation CMO, just like the other experts.

5. **Discount Rates**. When calculating the present value of the Debtors' asbestos liabilities, which span decades into the future, Dr. Sackett cherry-picked aberrational spot interest rates from the petition date, June 18, 2020. In doing so, Dr. Sackett's derives a long-term negative real discount rate of -2.2%, a counterfactual reality that has never been seen before in American economic history. Ms. Austin supports this approach. Both purport to believe that the law requires

[6] *Second Amended Case Management Order for Estimation of Asbestos Claims* ("Second Estimation CMO"), ¶ 3, Dkt. 2656 (emphasis added).
[7] Id., ¶ 3, (emphasis added).

the use of petition date spot rates when performing long-term present value calculations, citing Judge Hodges' decision in the *Garlock* case.[8] Of course, it is the sole province of the Court to interpret the law.[9] But even if that were not true, Judge Hodges actually came to the exact opposite conclusion and deemed the use of long-term forecasted rates to be appropriate.[10] That is because spot rates are often aberrational, as they were in June 2020 when extraordinary economic measures were being taken during the Covid pandemic. Using a negative, long-term discount rates, artificially increases Dr. Sackett's estimate by $1,000,000,000.

6. Granting the Debtors' Motions will streamline and simplify the Phase I trial and permit the Court to compare the experts' respective estimates on a like-to-like basis. The FCR supports the Debtors' Motions and respectfully requests that they be allowed.

Dated: July 16, 2026
Charlotte, North Carolina

Respectfully submitted,

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[8] *See* Debtors' Motion on discount rates, Dkt. 3185, at pp. 12-16.
[9] *See Brainchild Surgical Devices, LLC v. CPA Glob. Ltd*., 144 F.4th 238, 253-54 (4th Cir. 2025).
[10] *In re Garlock Sealing Techs., LLC*, 504 B.R. 71, 97 (Bankr. W.D.N.C. 2014).

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