Docket #3357 Date Filed: 08/26/2026

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 UNSEALED DEBTORS' MOTION *IN LIMINE* TO EXCLUDE "GROUND-UP" ESTIMATE FOR NON-MESOTHELIOMA CLAIMS

PLEASE TAKE NOTICE that Aldrich Pump LLC and Murray Boiler LLC, as debtors and debtors in possession (together, the "Debtors"), hereby file this Notice (the "Notice") of Filing of Unsealed *Debtors' Motion in Limine to Exclude "Ground-Up" Estimate for Non-Mesothelioma Claims* [Docket No. 3184] (the "Motion"). In support of this Notice, the Debtors respectfully state as follows:

1. On June 25, 2026, the Debtors filed the Motion under seal pursuant to the *Agreed Protective Order Governing Confidential Information* [Docket No. 345]. That same day, the Debtors filed the *Debtors' Motion to File Documents Under Seal* [Docket No. 3186] (the "Motion to Seal").

2. Since the filing of the Motion, the parties have agreed that the Motion can be unsealed in its entirety pursuant to the *Stipulated Order Regarding Confidentiality Issues for Phase I Estimation Trial* [Docket No. 3265] (the "Order") with the corresponding Motion to Seal withdrawn. Accordingly, attached hereto as Exhibit A is an unsealed version of the Motion.

[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.

Dated: August 26, 2026
Charlotte, North Carolina

Respectfully submitted,

/s/ Matthew L. Tomsic

C. Richard Rayburn, Jr. (NC 6357)
John R. Miller, Jr. (NC 28689)
Matthew L. Tomsic (NC 52431)
RAYBURN COOPER & DURHAM, P.A.
227 West Trade Street, Suite 1200
Charlotte, North Carolina 28202
Telephone: (704) 334-0891
Facsimile: (704) 377-1897
E-mail: rrayburn@rcdlaw.net
jmiller@rcdlaw.net
mtomsic@rcdlaw.net

COUNSEL TO THE DEBTORS

Exhibit A

Unsealed *Debtors' Motion in Limine to Exclude "Ground-Up" Estimate for Non-Mesothelioma Claims*

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)

DEBTORS' MOTION *IN LIMINE* TO EXCLUDE "GROUND-UP" ESTIMATE FOR NON-MESOTHELIOMA CLAIMS

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), respectfully move this Court for an order *in limine* precluding any party from introducing evidence of, or relying upon, Dr. Andrew Sackett's "ground-up" estimate of the Debtors' liability for non-mesothelioma claims. In support of this Motion, the Debtors state as follows:

PRELIMINARY STATEMENT

1. The Court's Second Amended Case Management Order is unambiguous: the parties and their experts were directed to submit reports "setting forth their estimate of the Debtors' liability for current and future mesothelioma claims, plus the application of a 'gross-up' for non-mesothelioma claims." Second Amended Case Management Order for Estimation of Asbestos Claims [Dkt. 2656] ¶ 3 (Apr. 17, 2025). Dr. Andrew Sackett of Legal Analysis Systems ("LAS"), the expert for the Official Committee of Asbestos Personal Injury Claimants ("ACC"), ignored the Court's direction. Rather than applying a gross-up, Dr. Sackett performed

[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.

a full, purportedly independent "ground-up" forecast of non-mesothelioma liability—a fundamentally different exercise that the Court did not authorize.

2. Dr. Sackett admitted as much during his deposition. When asked whether his non-mesothelioma figures "represent … [the] gross-up" or his "independent analysis," he confirmed: The total liability estimate includes his "independent analysis for both." Ex. A, Sackett Dep. Tr. at 31:3-11. His approach should be excluded, not only because it departs from the Court's order (though that is reason enough to exclude it), but because it introduces unnecessary complexity and additional sources of error, and conflicts with established practice in asbestos bankruptcy estimation proceedings.

LEGAL STANDARD

3. This Court has wide discretion to enforce its own case management orders and to exclude evidence that exceeds the scope of the parameters it established in those orders. See, e.g., In re Sohail, 438 B.R. 398, 403-04 (E.D. Va. 2010) (upholding the bankruptcy court's decision to exclude evidence by noting that "[c]ourts routinely and appropriately exclude evidence that is untimely and in violation of a scheduling order"); cf. Rabb v. Amatex Corp., 769 F.2d 996, 999-1000 (4th Cir. 1985); In re Hatton, 204 B.R. 477, 485 (E.D. Va. 1997) ("As a general matter, a trial court has 'wide latitude' in imposing sanctions on parties who fail to comply with pretrial orders and procedural rules."). Where a court has directed the parties to present evidence within defined parameters, evidence that departs from those parameters is outside the scope of the proceeding and irrelevant to the determination the Court has been asked to make.

ARGUMENT

I. The Court's Order Required a Gross-Up—Not an Independent Ground-Up Estimation—and Dr. Sackett's Admitted Departure Warrants Exclusion.

5. Dr. Sackett's ground-up estimate of non-mesothelioma claims should be excluded because it fails to follow the Court's order. The Court's Second Amended Case Management Order directed the parties to estimate the Debtors' liability for "current and future mesothelioma claims, ***plus the application of a 'gross-up' for non-mesothelioma claims***." [Dkt. 2656] ¶ 3 (emphasis added). A gross-up is not a full, independent estimation of claims from the ground up. Instead, a gross-up is, in Dr. Sackett's own words, "another way of saying a multiplier" or "a ratio between the two categories." Ex. A at 26:21-27:1.

6. Dr. Sackett did not apply a gross-up. He performed a full, purportedly independent forecast of non-mesothelioma claims—projecting lung cancer, other cancer, and non-malignant payments, applying disease-specific payment rates and average values to each category, and aggregating those results to produce a total non-mesothelioma liability. When asked directly whether his figures "represent the gross up for non-mesothelioma claims or represent [Sackett's] independent analysis forecasting the liability for non-mesothelioma claims," Dr. Sackett confirmed: "The total includes my independent analysis for both." Id. at 30:5-10; 31:3-11. This is a ground-up estimate by definition—a fundamentally different exercise from the gross-up the Court ordered.

7. A gross-up is, by design, a simplified and bounded methodology. It relies on the historical ratio of non-mesothelioma to total expenditures and applies that ratio to scale the mesothelioma estimate. A ground-up estimate, by contrast, introduces an entirely distinct methodology—with its own incidence models, payment rates, average values, and resolution assumptions for each disease category. Each additional parameter introduces potential error and

disagreement between the parties and their experts—the kind of complexity that the Court's order was designed to avoid.[2]

8. Moreover, the approach ordered by the Court is consistent with established practice. Non-mesothelioma gross-ups have been employed in multiple asbestos bankruptcy estimation proceedings in this District and elsewhere, because they allow for a simpler estimation process. See, e.g., Order Authorizing Estimation of Current and Future Mesothelioma Claims, In re Bestwall LLC, No. 17-31795 [Dkt. 1577] at 6 (Bankr. W.D.N.C. Jan. 19, 2021) (ordering that the estimated amount of all current and future claims, including non-mesothelioma claims, be determined by dividing the estimated amount for mesothelioma claims by 0.93, reflecting an agreed 93%-7% split between mesothelioma and non-mesothelioma claims); Order Authorizing Estimation of Current and Future Mesothelioma Claims, In re DBMP LLC, No. 20-30080 [Dkt. 1239] at ¶ 4 (Bankr. W.D.N.C. Nov. 29, 2021) (same, dividing the estimated amount for mesothelioma claims by 0.92, reflecting a 92%-8% split); Memorandum Opinion, In re Specialty Prods. Holding Corp., No. 10-11780 [Dkt. 3852] at ¶ 1 n.2 (Bankr. D. Del. May 20, 2013). Those orders confirm that a gross-up is a ratio or multiplier applied to a mesothelioma estimate—not an invitation to conduct a separate ground-up estimation of each non-mesothelioma disease category.

9. As in Bestwall and DBMP, the Court here defined the parameters of this estimation proceeding for good reason. The ACC should not be permitted to circumvent the Court's order by introducing evidence based on a methodology the Court did not authorize.

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[2] Consistent with the Court's Order, neither the Debtors' nor the Future Claims Representative's experts undertook such a "ground-up" analysis. However, even a superficial review of the results of Dr. Sackett's analysis evidences substantial concerns about its validity. For example, Dr. Sackett forecasts that the Debtors will pay more for the non-malignant claims they currently have pending than they paid for all of their non-malignant claims over their entire forty-year asbestos litigation claims history.

CONCLUSION

10. For the foregoing reasons, the Debtors respectfully request that the Court enter an order *in limine* precluding the parties from introducing evidence of, or relying upon, Dr. Sackett's "ground-up" estimate of non-mesothelioma claims liability.

Dated: June 25, 2026
Charlotte, North Carolina

Respectfully submitted,

/s/ John R. Miller, Jr.

C. Richard Rayburn, Jr. (NC 6357)
John R. Miller, Jr. (NC 28689)
RAYBURN COOPER & DURHAM, P.A.
227 West Trade Street, Suite 1200
Charlotte, North Carolina 28202
Telephone: (704) 334-0891
Facsimile: (704) 377-1897
E-mail: rrayburn@rcdlaw.net
jmiller@rcdlaw.net

-and-

Brad B. Erens (IL Bar No. 06206864)
Mark A. Cody (IL Bar No. 6236871)
Morgan R. Hirst (IL Bar No. 6275128)
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
Facsimile: (312) 782-8585
E-mail: bberens@jonesday.com
macody@jonesday.com
mhirst@jonesday.com
(Admitted pro hac vice)

ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

-and-

C. Michael Evert, Jr.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, Georgia 30326
Telephone: (678) 651-1200
Facsimile: (678) 651-1201
E-mail: cmevert@ewhlaw.com
(Admitted pro hac vice)

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

In the Matter Of:

In re: Aldrich Pump LLC

20-30608 (LMJ)

ANDREW J. SACKETT

May 11, 2026

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Q. Do you understand --
A. -- separate out the question.
Q. I'll make it simple. Do you understand that this is the order by which you submitted your initial expert report in this case?
A. Yes.
Q. Okay. And if you see there, the court orders that the parties will exchange their initial expert reports setting forth their estimate of the debtor's liability for current and future mesothelioma claims, plus the application of a, quote, gross-up, end quote, for non-mesothelioma claims, each an initial expert report. Do you see that?
A. Yes.
Q. Okay. Do you have an understanding of what the term, "gross up" means?
A. It is another way of saying a multiplier, so, you know, to create a ratio

between the two categories.

Q. And in the forecasting field, do you understand what a ground up forecast is?

A. A ground-up forecast?

Q. Yeah.

A. I'm not familiar with that specific term could you elaborate?

Q. If you're not familiar with it, that's good enough for me.

Did you do a gross-up in this case for the mesothelioma claims?

A. In my report, I set forth the debtor's liability for current and future mesothelioma claims, and I calculated gross-up.

Q. Okay. And you think that's what you did for the lung cancer claims; you calculated a gross-up? That's your understanding?

A. No. I put the -- based on my forecast for current and future mesothelioma

for non-mesothelioma claims, do they?

A. No, if you look at paragraph 218, it states what the gross up is for non-mesothelioma claims.

Q. I understand, but I'm asking, is your calculation in Table 19 represent the gross up for non-mesothelioma claims or represent your independent analysis forecasting the liability for non-mesothelioma claims.

A. The total indemnity consists of liability for asbestos claims and liability for non -- or sorry, for mesothelioma claims and liability for non-mesothelioma claims.

Q. And the numbers that I see in Table 19 for the non-mesothelioma claims, does that represent a gross-up or does that represent your independent analysis as to the value of those claims?

A. I mean, that is the total. If you look at Table 20 on the next page, it

contains estimates that are broken down by mesothelioma and all diseases.

Q. I understand. That's not my question, though, sir. Table 19, those total numbers represent, for the non-mesothelioma claims, your gross-up using a multiplier as you just described, or does it represent your independent analysis of the value of the non-mesothelium claims?

A. The total includes my independent analysis for both.

Q. Okay. Do you believe -- you've read -- I showed you Exhibit 2, which was Dr. Mullins' rebuttal report. I'll show you Dr. Mullins' original report at some point here, but have you read that report?

A. I have. I have looked at it. I did not prepare a rebuttal report, so I didn't look at it as closely as I would have in that context.

Q. But you've read it?

A. Yes.