Docket #3367 Date Filed: 09/01/2026

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 UNSEALED COPY OF THE OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS' OBJECTION TO DEBTORS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OF DEFENSE COSTS

The Official Committee of Asbestos Personal Injury Claimants (the "Committee" or "ACC") of Aldrich Pump LLC and Murray Boiler LLC (the "Debtors"), by and through its undersigned counsel, hereby files this Notice (the "Notice") of filing unsealed copy of *The Official Committee of Asbestos Personal Injury Claimants' Objection to Debtors' Motion in Limine to Exclude Evidence of Defense Costs* [Dkt. No. 3220] (the "Objection to MIL"). In support of the Notice, the Committee respectfully states as follows:

1. On July 16, 2026, the Committee filed the Objection to MIL and all exhibits thereto, under seal on the docket. Also on July 16, 2026, the Committee filed a *Motion to File Confidential Documents under Seal* (the "Motion to Seal") Dkt. No. 3221] related to Objection to MIL.

2. Since the filing of the Motion in Limine, the parties have agreed that the Objection to MIL and the Exhibits thereto can be unsealed in accordance with the *Stipulated Order Regarding Confidentiality Issues for Phase I Estimation Trial* [Dkt. No. 3265] (the "Order") with the corresponding Motion to Seal withdrawn.

[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.

3. Accordingly, attached hereto as Exhibit A is an unsealed version of Objection to MIL and Exhibits thereto.

[Signatures appear on the following page]

Dated: September 1, 2026

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EXHIBIT A

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)

THE OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS' OBJECTION TO DEBTORS' MOTION *IN LIMINE* TO EXCLUDE EVIDENCE OF DEFENSE COSTS

The Official Committee of Asbestos Personal Injury Claimants (the "**Committee**") respectfully submits this objection to the *Debtors' Motion in Limine to Exclude Evidence of Defense Costs* (the "**Motion**") [Dkt. No. 3183]. The grounds supporting this objection are as follows:

PRELIMINARY STATEMENT

The Motion asks the Court to reject evidence that fits squarely within the Court's Phase I Estimation Order (as herein defined) before the Court has even heard it. Pursuant to the Phase I Estimation Order, the Court will estimate the Debtors' liability for current and future asbestos claims using the tort-system extrapolation method, *see* Dkt. No. 3011 ¶ 2, the cornerstone of which is the Debtors' predecessors' own settlement and verdict history. Defense costs are an undisputed and integral part of that tort-system history. They were incurred defending the very asbestos claims at issue, reflect the actual economics of resolving those claims outside of bankruptcy, and bear directly on what the Debtors would have faced had they remained in the tort system. Accordingly,

[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.

inclusion of defense-cost evidence fits squarely within the intent of the estimation and the four corners of the Phase I Estimation Order.

The Committee does not offer defense-cost evidence as a separate distribution to claimants or as claimant compensation, as the Debtors incorrectly assert in the Motion. The Committee offers this evidence for the purposes of informing the Court's tort-system extrapolation, giving context to the Debtors' historical settlement values, testing the reasonableness of competing expert estimates, and ensuring that the estimation record reflects the full economic reality of resolving the Debtors' asbestos liabilities. That easily satisfies the relevancy and probative value requirements of Fed. R. Evid. 401 and 402.

The Debtors identify no evidentiary rule, caselaw, statute, or bankruptcy principle that warrants exclusion of this evidence *in limine*. Their failure in this respect alone is dispositive of the Motion given the low evidentiary bar for admissibility under Fed. R. Evid. 401 and 402. In essence, the Debtors' objections at best go to weight, not admissibility, and in this bench estimation proceeding, the Court is fully capable of hearing the evidence, testing its significance, and assigning to it the appropriate weight. What the Debtors seek instead is a categorical bar that would narrow the record in their favor.

At bottom, the Motion is not a proper evidentiary objection; it is an effort to strip from the estimation record helpful evidence that is responsive to the Court's order, relevant to the methodology the Court selected, and useful in evaluating the Debtors' future costs of resolving asbestos claims. The Court should reject that effort, deny the Motion, and consider defense-cost evidence for the purpose of estimating the Debtors' aggregate asbestos liability.

RELEVANT BACKGROUND

1. On April 18, 2022, the Court entered an *Order Authorizing Estimation of Asbestos Claims*, pursuant to which "the Court shall estimate the Debtors' aggregate liability for all current and future asbestos personal injury claims . . . ." [Dkt. No. 1127] ¶ 2.

2. On April 16, 2025, this Court entered the *Second Estimation Case Management Order for Estimation of Asbestos Claims*, which required the parties to exchange "initial expert 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." [Dkt. No. 2656] ¶ 3. Pursuant to this order, the parties exchanged initial expert reports on September 15, 2025.

3. The Committee retained Legal Analysis Systems as its estimation professionals, and Dr. Andrew J. Sackett, J.D., Ph.D., its President, provided, consistent with the Court's orders, "an initial asbestos claim forecast and a liability estimate for each of the Debtors that assumes the resolution of these asbestos claims was completed through the tort system." Sackett Report[2] ¶ 2. In preparing that analysis, Dr. Sackett reviewed defense-cost data compiled by the Debtors for asbestos claims that their predecessors had defended in the tort system from 2005 through 2020. The Debtors themselves placed that data before the Court through a chart used during their direct examination of Allan Tananbaum—the Chief Legal Officer and Secretary for both Debtors—at the preliminary injunction hearing in this matter. Debtors' Hr'g Ex. 9, *In re Aldrich Pump LLC*, Adv. Proc. 20-03041 (Bankr. W.D.N.C. May 5, 2021) (attached hereto as **Exhibit B**). That chart showed that the Debtors' predecessors had incurred $490 million in defense costs during the 2005–2020 period, which consisted of costs "expended principally to law firms, but also including

[2] The Conformed Initial Expert Report of Andrew J. Sackett, J.D., Ph.D., dated Sep. 15, 2025, conformed to errata on Mar. 20, 2026 ("**Sackett Initial Report**"), excerpt attached hereto as **Exhibit A**.

consultants, experts, and the like." Hr'g Tr. 97:18-20, *In re Aldrich Pump LLC*, Adv. Proc. 20-03041 (Bankr. W.D.N.C. May 5, 2021).

4. Using the Debtors' own historical defense-cost record, Dr. Sackett conservatively estimated that, had the Debtors remained in the tort system, they would have incurred an additional $840 million to $917 million in defense costs, adjusted to net present value, from 2020 through 2059—that is, less than twice the historical amount over a projection period nearly three times as long.

5. On January 23, 2026, the Court entered the *Order Commencing Phase I of the Estimation Trial with Hearings Based on the Tort System Extrapolation Method and the Parties' Expert Reports* [Dkt. No. 3011] (the "**Phase I Estimation Order**"), noting that "the Court will make a finding estimating the Debtors' liability for current and future asbestos claims by using the tort system extrapolation method" and "using the Debtors' settlement and verdict history." Phase I Estimation Order ¶ 2. Pursuant to this Order, the parties exchanged rebuttal expert reports on March 27, 2026, and depositions of their respective experts were completed between May 4 and May 14, 2026.

6. The Debtors filed the instant Motion to exclude Dr. Sackett's aforementioned calculation of defense costs from the Court's estimation trial, arguing that: (1) defense costs "fall outside the scope of the Court's estimation order," (2) defense costs are "not part of the compensation received by claimants," and (3) "no bankruptcy court has ever included tort system defense costs when estimating a debtor's asbestos liability." Mot. at 2.

ARGUMENT[3]

7. The Motion should be denied. The Debtors identify no rule of evidence, caselaw, statute, or bankruptcy principle that justifies excluding *in limine* defense-cost evidence from the estimation record. That omission alone is dispositive of the Motion. Contrary to the Debtors' strawman argument, the Committee does not seek to distribute defense costs to asbestos victims as compensation. Rather, the Committee intends to offer the evidence for the precise purpose this Court has already authorized: To estimate the Debtors' aggregate asbestos liability through a tort-system extrapolation method grounded in the Debtors' own historical tort-system experience. Defense costs are part of that experience. They are amounts the Debtors actually incurred to defend against asbestos claims in the tort system and therefore bear directly on what the Debtors would have spent and paid in the future had they remained there. Accordingly, the evidence easily satisfies Fed. R. Evid. 401 and 402.[4]

8. Nor does the Debtors' assertion that no bankruptcy court has previously included defense costs in a final asbestos-estimation calculation provide an acceptable basis for exclusion *in limine*. Factually, this is the first estimation taken in connection with what has been presented as a "full pay" case resulting from a divisional merger. That fact alone reflects a need to approach estimation with a broader appreciation for how claims would have been paid outside of a bankruptcy case. Legally, this evidence is admissible under the Federal Rules of Evidence. The

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[3] The Committee reserves all arguments regarding (1) the Debtors' eligibility for chapter 11 relief under the U.S. Constitution and (2) the confirmation of any plan that caps the Debtors' liability.

[4] Whether directly as part of an asbestos reserve or indirectly as part of a legal fees reserve, many public companies with asbestos liability report and/or reserve the anticipated legal fees associated with the anticipated payment to claimants. *See, e.g.*, Dow Inc., Form 10-K for the Fiscal Year Ended December 31, 2025, at 83 ("Accruals for asbestos-related matters, including defense and processing costs, are recorded based on an analysis of claim and resolution activity, defense spending, and pending and future claims."), https://www.sec.gov/ix?doc=/Archives/edgar/data/0001751788/000175178826000018/dow-20251231.htm; and Johnson & Johnson, Form 10-K for the fiscal year ended December 30, 2018, at 86 ("The Company has established an accrual for defense costs only in connection with product liability litigation associated with body powders containing talc."), https://www.sec.gov/Archives/edgar/data/200406/000020040619000009/form10-k20181230.htm.

Court, sitting as the trier of fact, should receive the Committee's evidence and then determine what weight to give it. The Debtors' Motion is, therefore, not a proper evidentiary objection; it is an improper effort to narrow the estimation record without legal justification and should therefore be denied.

I. Defense-Cost Evidence Is Relevant and Falls within the Scope of the Phase I Estimation Order

9. The Phase I Estimation Order makes clear that defense-cost evidence is relevant. The Court has directed that it will estimate the Debtors' liability for current and future asbestos claims using the tort-system extrapolation method, based on the Debtors' own settlement and verdict history. Phase I Estimation Order ¶ 2. As courts have frequently recognized, this inquiry is not an abstract damages exercise; it asks what economic burden the Debtors would have faced in resolving asbestos claims in the tort system absent bankruptcy. *See, e.g.*, *In re Armstrong World Indus., Inc.*, 348 B.R. 111, 123 (D. Del. 2006) ("A court must therefore look at how a claim would have been valued in the state court system had the debtor never entered bankruptcy. Additionally, claims are to be valued as of the petition date.") (internal citations omitted); *Owens Corning v. Credit Suisse First Bos.*, 322 B.R. 719, 722 (D. Del. 2005) ("This necessarily means that the claims are to be appraised on the basis of what would have been a fair resolution of the claims in the absence of bankruptcy."); *In re Eagle-Picher Indus., Inc.*, 189 B.R. 681, 690–91 (Bankr. S.D. Ohio 1995), *as amended* (Dec. 14, 1995).

10. Defense costs are part of that tort-system experience. They are expenses that the Debtors actually incurred while defending the same category of asbestos claims whose aggregate value the Court must now estimate. Dr. Sackett, therefore, used the Debtors' own historical defense-cost data for the 2005–2020 period—which the Debtors themselves previously marshalled in their favor and presented to this Court in support of preliminary injunctive relief—to extrapolate

defense costs for the period 2020–2059. *See supra* ¶ 3. In doing so, Dr. Sackett recognized the practical relationship between settlement values and defense costs: Historical settlements cannot be evaluated in isolation from the litigation costs, risks, and incentives that helped produce them. *See* Sackett Report ¶ 32 ("Failure to account for defense costs leads to uncertainty as to whether the settlement values achieved in the past would be sustained in the future.").

11. The Committee does not intend to offer defense costs as separate "claims" to be paid dollar-for-dollar to asbestos victims, as the Debtors suggest. It offers them for a permissible and important evidentiary purpose: To help the Court understand the Debtors' historical tort system experience. At most, the Debtors' objections go to weight, not admissibility. Defense costs remain relevant regardless of whether they are a dollar-for-dollar component of the aggregate estimate.

II. Prior Cases Do Not Bar Defense-Cost Evidence

12. The Bankruptcy Code does not prescribe a fixed methodology for estimating contingent asbestos liabilities. Instead, the Court has broad discretion to select the approach best suited to the claims, the evidentiary record, and the practical contingencies before it. *See In re Armstrong World Indus.*, 348 B.R. at 123; *Bittner v. Borne Chem. Co.*, 691 F.2d 134, 135 (3d Cir. 1982).

13. *Garlock* does not help the Debtors. *See* Mot. at 4–5 (citing *In re Garlock Sealing Techs., LLC*, 504 B.R. 71, 94 (Bankr. W.D.N.C. 2014)). *Garlock* did not adopt a tort-system extrapolation methodology and then hold defense-cost evidence inadmissible within that framework.

14. Further, unlike *Garlock*, the Court in this matter has directed the parties to proceed under the tort-system extrapolation methodology based on the Debtors' own settlement and verdict

history. Having ordered an inquiry into the Debtors' actual tort-system experience, the Court need not exclude one of the principal aspects of the tort-system experience.

15. *Owens Corning* also does not support the Motion. *See* Mot. at ¶ 7 (citing *Owens Corning v. Credit Suisse First Bos.*, 322 B.R. 719, 720 (D. Del. 2005)). The Debtors characterize *Owens Corning* as a decision "excluding costs in estimation," but the decision says no such thing. The court in *Owens Corning* did not hold that defense costs were inadmissible, irrelevant, or categorically excluded from asbestos estimation. Rather, the court rejected a proposed estimate that included defense costs because the court disagreed that claims would "continue to increase sharply for the next five years" and found that the expert had "failed adequately to take into account the changes in the asbestos litigation landscape which have already occurred and which will likely continue." *Owens Corning*, 322 B.R. at 725. Simply put, defense costs were not the basis for the ruling. The court did not analyze defense costs at all, much less announce a rule excluding them as the Debtors suggest in their Motion. If anything, the case underscores the opposite point: When an expert's estimate includes defense costs, admissibility and weight turn on the methodology and record before the court—not on any categorical prohibition against defense-cost evidence.

CONCLUSION

16. A motion *in limine* is not a vehicle to exclude probative evidence merely because the Debtors dispute its weight or dislike its implications. Defense-cost evidence is relevant to the Court's ordered tort-system extrapolation, provides necessary context for the Debtors' historical settlement values, and will assist the Court in estimating the full economic burden of resolving the Debtors' asbestos liabilities. Excluding that evidence now would improperly narrow the estimation record. The Court should therefore deny the Motion and consider the defense-cost evidence for whatever weight the record supports.

Dated: July 16, 2026
Charlotte, North Carolina

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Exhibit A
Excerpts of Sackett Initial Report

LAS LEGAL ANALYSIS SYSTEMS

CONFIDENTIAL – REDACTED FROM PEO PURSUANT TO PROTECTIVE ORDER
[Docket No. 345]

***Conformed* Initial Expert Report of**

Andrew J. Sackett, J.D., Ph.D.

Initial Liability Estimate

In re Aldrich Pump, LLC et al.
Case No. 20-30608
Bankr. W.D.N.C.

September 15, 2025

CONFIDENTIAL - REDACTED FROM PEO PURSUANT TO PROTECTIVE ORDER

Conformed Confidential Initial Expert Report of
Andrew J. Sackett, J.D., Ph.D., Legal Analysis Systems
***In re Aldrich Pump, LLC et* al. (September 15, 2025)**

I. Scope of Charge

1. On April 17, 2025, the United States Bankruptcy Court for the Western District of North Carolina ("**Bankruptcy Court**") entered its Second Amended Case Management Order for Estimation of Asbestos Claims[1] in the chapter 11 cases of Aldrich Pump LLC ("**Aldrich**" or "**Aldrich Pump**") and Murray Boiler LLC ("**Murray**" or "**Murray Boiler**" and together with Aldrich, the "**Debtors**").[2]

2. Pursuant to this Second Estimation CMO, counsel for the Official Committee of Asbestos Personal Injury Claimants requested that Legal Analysis Systems ("**LAS**")[3] prepare an initial asbestos claim forecast and a liability estimate for each of the Debtors that assumes the resolution of these asbestos claims was completed through the tort system.

3. The opinions contained in this report ("**Report**") are based on the following, as of the date of this Report:

   a. the asbestos personal injury claims history for both Aldrich and Murray, including both Debtors' historical experience with mesothelioma, lung cancer, other cancer, and non-malignant claims, and the payment rates and values of these claims;

   b. the data and information in the Personal Injury Questionnaires ("**PIQs**"), completed by mesothelioma claimants in connection

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[1] *See* Docket No. 2656 ("**Second Estimation CMO**").

[2] Aldrich's predecessors are the former Trane Technologies Company LLC, and Ingersoll-Rand Company (a former New Jersey corporation), which was succeeded by Trane Technologies Company LLC (together, "**Old IRNJ**"). Murray's predecessor is the former Trane U.S. Inc. ("**Old Trane**"). *See* Informational Brief of Aldrich Pump LLC and Murray Boiler LLC [Docket No. 5] ("**Informational Brief**"), at 33. Aldrich's predecessor, the former Trane Technologies Company LLC, was successor by merger to Ingersoll-Rand Company. *See id*. In 1984, Murray's predecessor merged with American Standard, Inc. ("**American Standard**"). *See id.* at 11.

[3] "LAS" and "LAS personnel" includes me along with other personnel at LAS that are working directly under my supervision and direction in connection with this assignment. LAS is being compensated for the hours I spend on this report at my hourly rate of $830 per hour and for others working on this matter at their customary hourly rates.

Anonymized Pursuant to Court Order
CONFIDENTIAL - REDACTED FROM PEO PURSUANT TO PROTECTIVE ORDER

Table 1(d) – Tolled Claims Indemnity Liability

	Total Mesothelioma		Total All Diseases	
Debtor	**Low**	**High**	**Low**	**High**
Aldrich	$98.9	$104.0	$123.1	$136.7
Murray	$75.7	$76.0	$100.0	$104.4
Overall	$174.6	$179.9	$223.0	$241.0

31. When added together, the liability figures for Claims analyzed as part of the base tort estimate, the "unknown disease" Claims estimate, and the tolled Claims estimate produced the range of liabilities for mesothelioma and for other disease Claims as set forth in Table 1(a) above.

32. Because the estimates of liability are for the resolution of Claims through the tort system as if the bankruptcies had not been commenced, the base estimate of liability includes defense costs with a net present value between approximately $451.5 and $504 million for Aldrich and between approximately $388.5 and $413.3 million for Murray. Failure to account for defense costs leads to uncertainty as to whether the settlement values achieved in the past would be sustained in the future.

33. The defense costs are based on multipliers derived from the Debtors' own figures. The low and high ends of the ranges are based on the Combined Total Indemnity Liability ranges as noted in Table 1(a) above.

34. When projected defense costs were added to the total indemnity liability, I concluded that the net present value of the total estimated liability (i.e., liability for injuries caused by exposure to asbestos together with defense costs) is between approximately $1.86 billion and $2.08 billion for Aldrich, and between approximately $1.27 and $1.35 billion for Murray. The total estimated liability combined for Aldrich and Murray is between approximately $3.13 billion and $3.43 billion net present value.

35. These figures are set forth in Table 1(e).

Exhibit B
Debtors' Hr'g Ex. 9
***In re Aldrich Pump LLC*, Adv. Proc. 20-03041**
(Bankr. W.D.N.C. May 5, 2021)

Aldrich indemnity and defense payments

Paid year	Indemnity	Defense	Total
2005	$42 MM	$20 MM	$62 MM
2006	$44 MM	$39 MM	$83 MM
2007	$49 MM	$21 MM	$70 MM
2008	$50 MM	$21 MM	$71 MM
2009	$52 MM	$19 MM	$71 MM
2010	$56 MM	$17 MM	$73 MM
2011	$61 MM	$17 MM	$78 MM
2012	$48 MM	$16 MM	$64 MM
2013	$42 MM	$15 MM	$57 MM
2014	$38 MM	$13 MM	$51 MM
2015	$45 MM	$14 MM	$59 MM
2016	$46 MM	$16 MM	$62 MM
2017	$55 MM	$14 MM	$69 MM
2018	$46 MM	$15 MM	$61 MM
2019	$43 MM	$14 MM	$57 MM
2020	$9 MM	$11 MM	$20 MM
Total	**$726 MM**	**$282 MM**	**$1,008 MM**
5 yr Average (2015-2019)	**$47 MM**	**$15 MM**	**$62 MM**

Source: Aldrich & Murray claims database extract dated July 31, 2020.

*Indemnity does not include amounts for claims settled but for which a payment was not made prior to the Petition Date.

Debtors' Exhibit
09

Murray indemnity and defense payments

Paid year	Indemnity	Defense	Total
2005	$13 MM	$16 MM	$29 MM
2006	$13 MM	$18 MM	$31 MM
2007	$26 MM	$18 MM	$44 MM
2008	$26 MM	$16 MM	$42 MM
2009	$20 MM	$14 MM	$34 MM
2010	$29 MM	$17 MM	$46 MM
2011	$28 MM	$15 MM	$43 MM
2012	$28 MM	$13 MM	$41 MM
2013	$25 MM	$12 MM	$37 MM
2014	$24 MM	$10 MM	$34 MM
2015	$20 MM	$10 MM	$30 MM
2016	$26 MM	$11 MM	$37 MM
2017	$30 MM	$11 MM	$41 MM
2018	$25 MM	$11 MM	$36 MM
2019	$19 MM	$9 MM	$28 MM
2020	$4 MM	$7 MM	$11 MM
Total	**$356 MM**	**$208 MM**	**$564 MM**
5 yr Average (2015-2019)	**$24 MM**	**$10 MM**	**$34 MM**

Source: Aldrich & Murray claims database extract dated July 31, 2020.

*Indemnity does not include amounts for claims settled but for which a payment was not made prior to the Petition Date.

Combined Aldrich and Murray indemnity and defense payments

Paid year	Indemnity	Defense	Total
2005	$55 MM	$36 MM	$91 MM
2006	$58 MM	$57 MM	$115 MM
2007	$75 MM	$39 MM	$114 MM
2008	$76 MM	$37 MM	$113 MM
2009	$71 MM	$33 MM	$104 MM
2010	$85 MM	$34 MM	$119 MM
2011	$89 MM	$32 MM	$121 MM
2012	$76 MM	$29 MM	$105 MM
2013	$67 MM	$27 MM	$94 MM
2014	$62 MM	$23 MM	$85 MM
2015	$65 MM	$24 MM	$89 MM
2016	$72 MM	$27 MM	$99 MM
2017	$85 MM	$25 MM	$110 MM
2018	$72 MM	$26 MM	$98 MM
2019	$62 MM	$23 MM	$85 MM
2020	$12 MM	$18 MM	$30 MM
Total	**$1,082 MM**	**$490 MM**	**$1,572 MM**
5 yr Average (2015-2019)	**$71 MM**	**$25 MM**	**$96 MM**

Source: Aldrich & Murray claims database extract dated July 31, 2020.

*Indemnity does not include amounts for claims settled but for which a payment was not made prior to the Petition Date.