Docket #3395 Date Filed: 09/30/2026

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)

GILBERT LLP'S RESPONSE TO DEBTORS' OBJECTION TO GILBERT LLP'S MAY 2026 MONTHLY STATEMENT

Gilbert LLP ("Gilbert"), special insurance counsel to the Official Committee of Asbestos Personal Injury Claimants (the "Committee"), submits this response to the Debtors' Objection to Gilbert LLP's May 2026 Monthly Statement (the "Objection," attached as Exhibit 1). In support, Gilbert respectfully states as follows:

PRELIMINARY STATEMENT

1. The insurance assets of the Debtors total over $2.5 billion dollars. That amount includes approximately $790 million in unsettled coverage as well as nearly $1.75 billion that is subject to "various confidential insurance coverage-in-place agreements and related rights."[2] *See* Obj. ¶ 7 (quoting Decl. of Ray Pittard in Supp. of First Day Pleadings, Dkt. No. 27).

2. The work that the Debtors now challenge is the analysis of the Debtors' largest asset. As it stands, this asset is overwhelmingly or exclusively relevant to the claims of the

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

[2] A coverage in place agreement is an agreement between a company and an insurer that involves continuing obligations by both parties. Typically, such agreements lay out a framework whereby the insurer agrees to pay certain claims under defined circumstances. The operative terms of such agreements may often require substantial analysis of the underlying policies subject to the agreement. Further, many such agreements are terminable by the parties under certain conditions specific to each agreement. It is also worth noting that to date, despite numerous requests, the Debtors have failed to provide the Committee with the full set of agreements the Debtors allege to have entered into.

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Committee's constituency. To date, no other creditor or constituency has identified or raised any competing claim to the insurance coverage, and the coverage in place agreements (the "CIPs") themselves generally apply and relate exclusively to asbestos liabilities. That work, on behalf of the Committee, which serves as a fiduciary to all present claimants, is entirely consistent with the duties of the Committee, the scope of Gilbert's Court-approved retention, and the work performed by the Debtors' own insurance counsel. The Objection should be overruled.

BACKGROUND

3. On July 7, 2020, the Court appointed the Committee. *See* Dkt. No. 147.

4. On December 22, 2020, the Committee filed an application seeking the employment of Gilbert LLP as Special Insurance Counsel, retroactively effective November 24, 2020. *See* Dkt. No. 483 (the "Retention Application"); *see also* Obj. ¶ 3.

5. The Retention Application defined Gilbert's role. Specifically, Gilbert was retained to:

> (a) analyz[e] the Debtors' insurance policies and providing strategic advice as to the coverage potentially available to respond to asbestos claims; (b) advis[e] the Committee on steps to be taken to preserve insurance coverage and maximize insurance recoveries; (c) attend[] meetings and negotiations with the Committee, representatives of the Debtors, their insurance carriers, and other parties-in-interest in these Chapter 11 Cases related to the preservation of insurance coverage; (d) advis[e] and represent[] the Committee with respect to any insurance settlements executed prior to the commencement of these Chapter 11 Cases (the "Insurance Settlements"); (e) advis[e] and represent[] the Committee with respect to the use of insurance coverage and insurance proceeds in connection with a plan of reorganization; (f) advis[e] and represent[] the Committee with respect to other matters and pleadings that may be raised by insurers or that may impact insurance coverage; (g) advis[e] and represent[] the Committee in any dispute that may arise including, but not limited to, an adversary proceeding, arbitration, or mediation related to insurance coverage; and (h) assist[] the Committee with any other insurance-related matters arising in conjunction with the formulation of a plan of reorganization and funding of a trust for the payment of asbestos claims established under plan.

Retention Application ¶ 18.

6. No party, including Debtors, objected to any aspect of the Retention Application. *See* Obj. ¶ 9.

7. The Court approved the Retention Application. Specifically, the Court held that "the retention and employment of Gilbert as special insurance counsel to the Committee, is reasonable, necessary, and appropriate and is in the best interest of the Committee." Dkt. No. 484.

8. The scope of Gilbert's retention has not changed.

9. Gilbert timely served its May 2026 monthly fee statement on September 2, 2026. Gilbert's fees in May 2026 totaled $125,109.00 (with no expenses), and, pursuant to established interim-compensation procedure, Gilbert requested that Debtors pay 90% of these fees, totaling $112,598.10. The vast majority of the total fees ($114,583.00) involved "Insurance Analysis & Recovery" work, with $3,825 billed for attendance at hearings and $6,700 for work involving the "Plan/Disclosure Statement." The invoice included seven pages of line entries detailing the work performed, with additional pages breaking down the work by professional and by category.

10. On September 16, 2026, Debtors served an objection to Gilbert's May 2026 invoice. Debtors made no effort to meet and confer or even seek clarification with the Committee or with Gilbert regarding the work that Gilbert had performed in May 2026.

ARGUMENT

A. THE CHALLENGED SERVICES FELL WITHIN GILBERT'S COURT-APPROVED RETENTION AND WERE REASONABLE WHEN PERFORMED

11. The Objection is premised on Debtors' subjective contention that "much, if not all of, the work was unnecessarily performed." Obj. ¶ 6. Debtors claim that "insurance is not an issue for the Committee," that "the need for the Committee for insurance counsel is limited," and "the means to fund a trust in these chapter 11 cases is not dependent on insurance." Obj. ¶¶ 9–11. Debtors justify these statements by noting that they "filed a plan of reorganization … that provides

for the payment of $545 million into a section 524(g) trust, with the Debtors retaining the right to reimbursement from insurance" and that "the Debtors are solvent … such that the means to fund a trust in these chapter 11 cases is not dependent on insurance." Objection ¶ 9.

12. As this Court heard at length, there is significant disagreement about the scope of the Debtors' liability. The Committee has vehemently disagreed that the payment of $545M is sufficient to fund a 524(g) Trust. Notwithstanding those disagreements, however, there is no reason to constrain the Committee's analysis of the Debtors' assets simply because the Debtors proposed Plan purports to reserve those assets for the Debtor in a Plan that Gilbert is not aware of any current creditors supporting. Rather, it is the duty of the Committee and its professionals to ensure that a Trust is properly funded for the benefit of asbestos victims through any combination of assets that best serves those purposes. The Committee also must understand how the obligations the Debtors have taken on in their pre-petition insurance-related agreements impact the Debtors' ability to agree to certain Plan structures, and must evaluate the confirmability of the Debtors' proposed Plan in this lens. To fail to analyze an asset purportedly worth over $2.5 billion would be a dereliction of the Committee's duties.

13. The Committee therefore requested that Gilbert analyze the Debtors' unsettled insurance policies, the CIPs, the insurance policies subject to the CIPs, and other issues relevant to insurance and the treatment of insurance in a potential plan of reorganization, including in any mediated consensual Plan, which would likely differ materially from the Debtors' current proposal. And this is precisely what Gilbert has done, including in May 2026. The May 2026 work, which falls squarely within the scope of Gilbert's retention, includes:

- Analyzing specific insurance policy subsets, including several referenced within the fee application, regarding follow-form provisions and other issues;

- Participating in meetings and discussions with the Committee and its counsel to explain insurance-related ramifications of proposals for plans of reorganization;
- Drafting summaries of outstanding insurance issues, including where more information is still needed to conduct a full analysis;
- Reviewing expert reports in connection with estimation of Debtors' liability to accurately value insurance assets in relation to that liability;
- Linking CIPs with policies purportedly under these agreements; and
- Searching for missing records of insurance policies and agreements.

Collectively, this work reflects the ordinary and expected activities of special insurance counsel retained to evaluate billions of dollars in insurance assets and related rights.

14. In addition, some of Gilbert's work was conducted this year, rather than closer to the beginning of Gilbert's retention, in an effort to preserve resources. Gilbert only analyzed certain issues when doing so became necessary. In doing so, Gilbert sought to avoid incurring any costs that would not further the reasons for Gilbert's retention in the first place, as set forth within the Retention Order.

15. Moreover, the contentions within the Objection are particularly suspect given that Debtors only recently produced certain insurance-related information to the Committee (with, in the Committee's view, additional documents still missing). This missing information undermines Gilbert's goal to work efficiently, as Gilbert necessarily must make assumptions or model scenarios based on various unknown inputs, and re-analyze once additional information is obtained. On February 10, 2026, the Committee, through Gilbert, provided Debtors' counsel with extensive lists of necessary information pertaining to insurance coverage that was apparently still missing from Debtors' insurance production. The Committee requested (1) copies of specifically delineated insurance policies; (2) documents related to exhaustion or erosion of specific insurance policies; and (3) requests for copies of specific agreements entered into between the pre-

bankruptcy Debtors and specific insurers. In April 2026, Debtors responded, but only produced a single new document (and followed up a few weeks later with updated exhaustion information). Based on the Committee's review, over 170 policies and at least an additional 30 agreements (representing over 36% of the total insurance-related agreements purportedly involving Debtors) remain missing. After reviewing the Debtors' response, the Committee requested a meet-and-confer concerning the remaining gaps and followed up when it received no response. Debtors have not responded, and those issues remain unresolved.

16. Debtors provide no legal authority and list no specific entries by Gilbert that they claim were excessive. Instead, Debtors imply that because the plan as proposed, which of course is opposed by the Committee, does not assign the insurance assets to the Trust, there is no reason for the Committee to analyze those assets at all.

17. The Debtors purport to have been unable to find a reason for the increase in fees in Gilbert's April and May 2026 invoices; however, the reason is clear. At that time, the parties were in active mediation and that process included the Committee's evaluation and proposal of potential alternative terms, including alternate plan and funding structures, of which insurance may be a component. The Committee is entitled to understand the role insurance could play and potential challenges it creates in any proposals.

18. Further, even if the Debtors were to maintain the insurance assets as their current Plan purports to, the Committee would still be obligated to analyze the insurance assets to determine whether the Debtors' proposed structure could impose obligations on the Trust (such as the provision of claims information to insurers) or is likely to give rise to insurer objections that may delay or impede confirmation.

19. The Debtors' recitation of their own legal conclusions regarding the CIPs and policies is similarly unconvincing. If the Committee were simply required to accept the Debtors' analysis, special insurance counsel would be superfluous. The Committee is entitled, and in fact required, to conduct its own analysis and reach its own conclusion regarding the value and utility of the insurance assets, consistent with the approved Retention Order.

20. The relevant question is not whether the Debtors presently agree with the Committee's insurance strategy or approach. The question is whether the challenged work fell within Gilbert's Court-approved retention and was reasonably undertaken when performed. It plainly was.

B. DEBTORS' OWN CONDUCT CONTRADICTS THE OBJECTION'S PREMISE

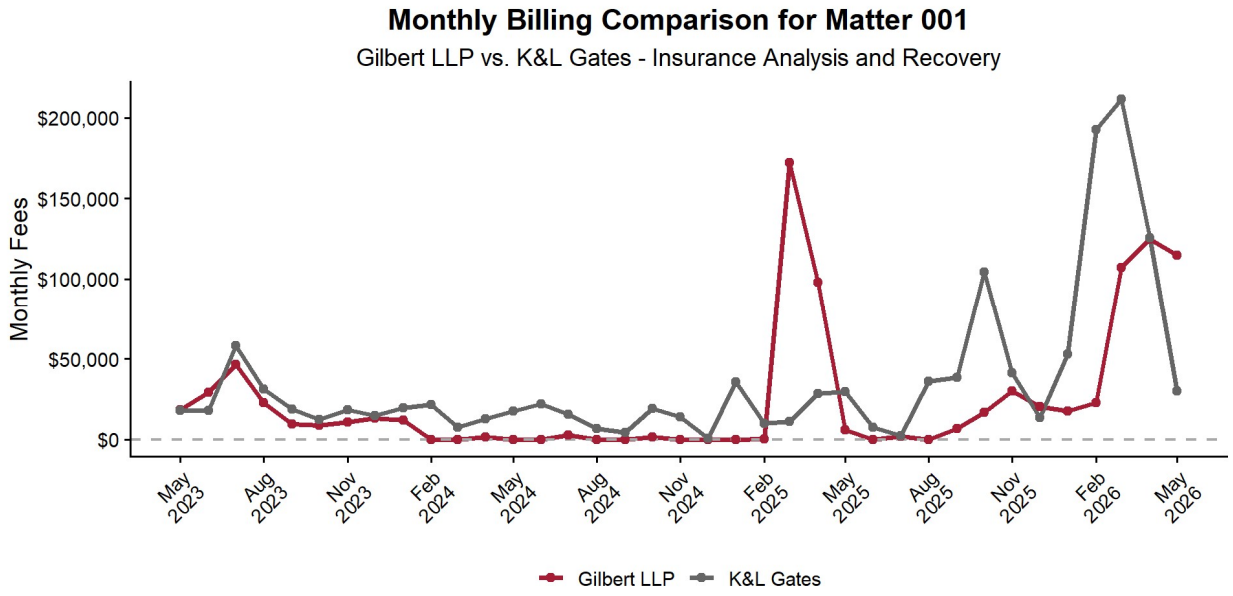
21. The Debtors' own fee applications further undermine their statements. If, as the Debtors allege, insurance is fundamentally irrelevant to the Bankruptcy, why then do the Debtors continue to need the services of their own insurance counsel?

22. Debtors sought to retain K&L Gates as insurance counsel to perform various tasks, including "(a) [c]ounseling and representing the Debtors in connection with matters arising from or relating to the Debtors' insurance coverage, particularly with respect to asbestos liabilities; (b) [c]ounseling and representing the Debtors and assisting general bankruptcy counsel in connection with issues related to insurance coverage for asbestos liabilities; and (c) [p]erforming such other services as the Debtors may request from time to time related to insurance coverage for asbestos liabilities." Dkt. No. 25, ¶ 10. The Committee did not object to the retention, and the Court approved it on June 19, 2020. Dkt. No. 75.

23. K&L Gates represented the Debtors' predecessors for many years (with respect to Murray's predecessor, since May 2005, and Aldrich's since January 2009). Dkt. No. 25, ¶ 8.

Debtors represented that K&L Gates had thus already "become familiar with various legal and factual matters relevant to the Debtors' insurance coverage for asbestos liabilities." *Id.* ¶ 9.

24. Notwithstanding their prior knowledge, K&L Gates collected nearly $3.8 million in fees through January 31, 2026 (with over $380,000 billed, but not yet paid), invoicing an *additional* $587,000 for work performed between February 1 and May 31, 2026. These numbers exceed those of Gilbert, even though Gilbert had done no prior analysis at the outset of the bankruptcy.



25. K&L Gates's recent invoices, those which postdate the Plan which Debtors allege makes insurance assets irrelevant, show that insurance-related issues are important and necessary here for both Debtors and the Committee. The most recent interim fee statement (covering work from February through May 2026), includes numerous entries throughout, such as:

- Review of "insurance issues that require analysis," or review of work product regarding these issues, Dkt. No. 3205, at 31, 145 (May 2026);
- Conferences regarding "insurance strategy, work product, and planning," *id.* at 33;
- A review and analysis of "bankruptcy insurance issues for research," *see id.*;

- "Review and analyze background documents and insurance memoranda in connection with strategic planning" *Id.* at 39;
- "Research regarding insurance-related matters" *Id.* at 43; and
- Significant attention to and review of "Jones Day work product," with no other explanation, in May 2026. *See, e.g.*, *id*. at 47.

26. The Debtors' continuing expenditure of substantial professional time on insurance matters is difficult to reconcile with their categorical contention that insurance is not an issue for the Committee. Clearly, the Debtors are continuing to analyze the insurance assets and their role in the Plan and the Committee is entitled, and obligated, to do the same.

B. THE MAY STATEMENT PROVIDES SUFFICIENT INFORMATION TO EVALUATE THE SERVICES

27. Debtors take issue with Gilbert's designation of certain issues as "Issue #1" through "Issue #5." But Gilbert did so to avoid disclosing the substance and strategy that is squarely attorney work product or that falls well within the ambit of attorney-client communications. Those descriptions appropriately balance the need to identify the services performed against the need to avoid revealing privileged communications, attorney work product, and litigation strategy.

28. Despite this, in every case, Gilbert provided enough detail to note (a) who performed the work and (b) what work was being performed. Gilbert is not required to disclose the Committee's legal strategy.

29. Moreover, Gilbert's time entries provide at least as much detail as Debtors' own insurance counsel does consistently. By way of example, the most recent K&L Gates invoice (covering the period of February through May, 2026) contains entries, such as the following, all within May 2026 (the challenged period at issue here):

- "Analyze work product regarding insurance issues" *Id.* at 145;
- "Analysis of insurance matters" *Id.*;

- "Communications with [Debtors' counsel at Jones Day] regarding insurance matters" *Id.*;
- "Emails with [Debtors' counsel at Jones Day] regarding insurance-related information requests" *Id.*;
- "Prepare summary of insurance issues" *Id.*;
- Review of work product by Jones Day. *Id*. at 145–47 (numerous entries); and
- "Emails … regarding insurance matters" *Id*. at 147.

30. The Debtors cannot reasonably demand materially greater detail from Committee counsel than their own insurance counsel provides for comparable work.[3]

C. THE DISCRETE HEARING-RELATED AND PLAN-RELATED FEES WERE REASONABLE AND COMPENSABLE

31. The Objection takes issue with Gilbert seeking "reimbursement for the remote attendance of two partners at the May 21, 2026 omnibus hearing that did not involve any insurance issues." Objection ¶ 15. As an initial matter, only a single Gilbert partner attended the omnibus hearing (Heather Frazier). The other attendee from Gilbert, Brandon Levey, who only attended a portion of the hearing, is an associate.

32. More substantively, it was reasonable for attorneys at Gilbert to monitor the hearing. The hearing involved the Debtors' motion to stay adversary proceedings. The outcome of the hearing could have affected the timeline, necessity, and scope of insurance-related analysis and matters. The reasonableness of Gilbert's attendance is further confirmed by the fact that David McGonigle, the Debtors' insurance counsel at K&L Gates, attended and billed for the entire hearing.

[3] Even if this Court finds that certain narratives require further explanation, Gilbert should be permitted to clarify or supplement these descriptions (in a way that is consistently applied to Debtors' counsel as well).

33. Moreover, Gilbert's work in relation to the hearing was efficient: Gilbert attorneys attended the hearing telephonically. Despite voluminous materials related to the subject matter at the hearing, Gilbert billed only half of one hour preparing for the hearing. Only one Gilbert partner attended, and the Gilbert associate did not even attend the full hearing.

34. Without conceding that attendance of two attorneys at the hearing was inappropriate, as a good faith effort to resolve this Objection, Gilbert is willing to reduce this section of its invoice to only account for Heather Frazier's attendance at the hearing.

35. The Debtors also object to the Plan/Disclosure Statement category billed by Gilbert in May 2026. Specifically, the entirety of this portion of the Objection states, "Finally, the Debtors object to the entirety of Gilbert's Plan/Disclosure Statement category as presumably based on the same unnecessary work as noted above." Objection ¶ 16. This speculative statement simply provides no basis whatsoever to evaluate the Objection.

36. For the avoidance of doubt, this work (totaling only 4.3 hours) involved analysis of a potential term sheet proposal for insurance-related issues related to the mediation. Given the potential significance of insurance assets to the estates and any resulting trust, analyzing the insurance implications of a potential plan term sheet was necessary and within Gilbert's approved scope of work to "assist[] the Committee with any other insurance-related matters arising in conjunction with the formulation of a plan of reorganization and funding of a trust for the payment of asbestos claims established under plan." Retention Application ¶ 18.

CONCLUSION

For the foregoing reasons, Gilbert respectfully requests that the Court overrule the Objection, authorize payment of the amounts requested under the applicable interim-compensation procedures, and grant such other and further relief as the Court deems appropriate. Gilbert reserves

all rights concerning the fees and expenses incurred in responding to this Objection, including any rights or remedies available under Bankruptcy Rule 9011 or other applicable law.

Dated: September 30, 2026

Respectfully submitted,

/s/ Kami E. Quinn

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Special Insurance Counsel to the Official Committee of Asbestos Personal Injury Claimants

EXHIBIT 1

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' OBJECTION TO GILBERT LLP'S MAY 2026 MONTHLY STATEMENT

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors in the above-captioned cases (together, the "Debtors"), serve this objection (the "Objection") to the *Monthly Statement for Services Rendered and Expenses Incurred for the Period of May* 1, 2026 Through May 31, 2026 (the "Monthly Statement") submitted by Gilbert LLP. In support of the Objection, the Debtors state as follows:

Background

1. On July 7, 2020, the Court entered an order [Dkt. 147] appointing the official committee of asbestos personal injury claimants (the "Committee").

2. On July 15, 2020, the Court entered the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Dkt. 171], which order was amended on January 23, 2026 [Dkt. 3008].

3. On December 22, 2020, the Committee filed the *Ex Parte Application for an Order Authorizing the Retention and Employment of Gilbert LLP as Special Insurance Counsel Effective*

[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.

as of November 24, 2020 [Dkt. 483] (the "Retention Application"). On the same date, the Court entered an order approving the Retention Application [Dkt. 484].

Gilbert LLP's Retention

4. The Committee sought to retain and employ Gilbert as its special insurance counsel due to their "experience and expertise regarding asbestos products liability coverage issues." The Retention Application provided that Gilbert would apply for compensation for professional services rendered and reimbursement of expenses in compliance with sections 330 and 331 of the Bankruptcy Code, the applicable provisions of the Federal Rules of Bankruptcy Procedure, the *Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina*, the *Guidelines for Compensation and Expense Reimbursement of Professionals* (the "Guidelines") and any case-specific fee protocols approved by the Court. Retention App. ¶ 23. In addition, the Retention Application provided that "Gilbert will maintain detailed records of fees and expenses incurred in connection with the rendering of the legal services described herein, in accordance with applicable rules and guidelines." Retention App. ¶ 28.

5. Pursuant to the Retention Application, the scope of Gilbert's retention is:

> (a) analyzing the Debtors' insurance policies and providing strategic advice as to the coverage potentially available to respond to asbestos claims; (b) advising the Committee on steps to be taken to preserve insurance coverage and maximize insurance recoveries; (c) attending meetings and negotiations with the Committee, representatives of the Debtors, their insurance carriers, and other parties-in-interest in these Chapter 11 Cases related to the preservation of insurance coverage; (d) advising and representing the Committee with respect to any insurance settlements executed prior to the commencement of these Chapter 11 Cases (the "Insurance Settlements"); (e) advising and representing the Committee with respect to the use of insurance coverage and insurance proceeds in connection with a plan of reorganization; (f) advising and representing the Committee with respect to other matters and pleadings that may be raised by insurers or that may impact insurance coverage; (g) advising and representing the Committee in any dispute that may arise including, but not limited

> to, an adversary proceeding, arbitration, or mediation related to insurance coverage; and (h) assisting the Committee with any other insurance-related matters arising in conjunction with the formulation of a plan of reorganization and funding of a trust for the payment of asbestos claims established under plan..

Retention App. ¶ 18.

Objection

6. The Debtors object to the Monthly Statement on the basis that much, if not all of, the work was unnecessarily performed.

7. As described in the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. 27] (the "First Day Declaration"), prior to the commencement of these chapter 11 cases, Aldrich's predecessor underwent corporate restructurings (collectively, the "2020 Corporate Restructuring"). First Day Decl. ¶ 10. As part of the 2020 Corporate Restructuring, Aldrich received, among other assets, "various confidential insurance coverage-in-place agreements and related insurance rights, which place under agreement approximately $750 million in unexhausted coverage for asbestos claims against . . . for which Aldrich is responsible." Id. ¶ 16. Murray received, among other assets, "various confidential insurance coverage-in-place agreements and related rights, which place under agreement approximately $1.0 billion in unexhausted coverage for asbestos claims against . . . for which Murray is responsible, as well as additional unsettled excess layer insurance policies for asbestos claims . . . with approximately $790 million in unexhausted limits." Id. (the "CIP Agreements").

8. The CIP Agreements, executed prepetition, largely resolved the insurance issues between the insurance entities parties thereto and the Debtors. Pursuant to the terms of those agreements, the Debtors' insurance policies were for relevant purposes replaced with such agreements, which specify, among other things, the reimbursements that the insurance companies

parties thereto will make to the Debtors as the Debtors make covered payments to asbestos plaintiffs.

9. After the Committee retained Gilbert in 2020, the Debtors provided Gilbert with extensive insurance information as to the Debtors, including the CIP Agreements. Since its retention and prior to recently, Gilbert has spent almost $4.0 million in these chapter 11 cases reviewing such information and providing related tasks. As is well known, in August, 2021, the Debtors filed a plan of reorganization with the support of the Future Claimants' Representative that provides for the payment of $545 million into a section 524(g) trust, with the Debtors retaining the right to reimbursement from insurance. The $545 million for the plan is funded with cash rather than the trust being required to obtain any portion of such $545 million value from insurance. In addition, as is well known, the Debtors are solvent (in fact, in seeking to dismiss these cases, the Committee alleged that the Debtors lack any aspect of financial distress), such that the means to fund a trust in these chapter 11 cases is not dependent on insurance.

10. As a result of the foregoing, while the Debtors do not allege that the Committee does not need insurance counsel and did not object to the retention of Gilbert, the need of the Committee for insurance counsel is limited. As noted, Gilbert already has spent close to $4.0 million in these cases and to date the Debtors have not objected to the fees sought by Gilbert. However, starting with Gilbert's April, 2026 invoice, the Debtors became concerned that Gilbert's fees were increasing for no apparent purpose.

11. Gilbert's April 2026 invoice was in the amount of approximately $124,000, well above Gilbert's recent invoices other than March 2026. As a result, the Debtors' requested a teleconference with Gilbert after the Debtors received such invoice to understand what Gilbert was doing (subject, of course, to attorney client privilege) and why such fees were necessary. In that

conference, the Debtors indicated that it appeared that Gilbert was undertaking an extensive review of the Debtors' prior insurance policies, which no longer govern the Debtors' coverage rights for asbestos claims, presumably for the purpose of formulating some argument that the Debtors should reject the CIP Agreements and reinstate the policies. The Debtors indicated that such work was unnecessary, among other things, since (a) as noted above, the Debtors have the means to fund a plan without access to insurance, so insurance is not an issue for the Committee; (b) the policies cannot be revived through rejection of the CIP Agreements, since rejection under section 365 of the Bankruptcy Code is breach not recission; and (c) in any case, since the Debtors are solvent, rejection damages would have to be paid in full, therefore providing no benefit from rejection, and since rejection is breach rejection instead could lead to uncertainty as to the Debtors' right to insurance reimbursement.

12. Gilbert indicated in such conference that it understood the Debtors' position, but still indicated the work was necessary. The Debtors disagree, but indicated on such conference that the Debtors would not object to the April 2026 invoice, as this was the first time these issues were being raised with Gilbert. However, the Debtors also indicated that the Debtors reserved the right to object to future invoices with similar issues.

13. The Monthly Statement is such an invoice. To the Debtors it appears that all, or substantially all, of the invoice's "Insurance and Analysis & Recovery" category, in the amount of $114,583, relates to unnecessary insurance policy review and related tasks (given the vagueness of the various entries in the invoice, it is difficult to tell). If the Committee were paying its own fees, the Debtors submit it would not have ever authorized Gilbert to perform most, if not all, of this work. As such, the Debtors submit that such fees do not benefit the estates and are not compensable.

14. The Debtors cannot tell the exact amount of the unnecessary fees because the majority of the time narratives in the Monthly Statement are lacking in sufficient description to allow the Debtors to analyze the nature and extent of the service rendered. Instead, entries read, for example, as "Review 13 Aldrich policies re Issue #5", Monthly Statement at 2. See Exhibit A attached hereto. Gilbert's references to "Issue # __" in their time narratives began after the Debtors' raised concerns to Gilbert's April 2026 invoice relating to unnecessary work performed. Gilbert's solution of replacing the objected to work steams with vague entries referring simply to an issues list does not comply with the Guidelines.

15. The Debtors also object to the Monthly Statement's Hearings category whereby Gilbert seeks reimbursement for the remote attendance of two partners at the May 21, 2026 omnibus hearing that did not involve any insurance issues. While the Debtors could object to both partners' attendance, the Debtors will agree to pay for one partner's attendance.

16. Finally, the Debtors object to the entirety of Gilbert's Plan/Disclosure Statement category as presumably based on the same unnecessary work as noted above.

Conclusion

17. The Debtors object to Gilbert's request for reimbursement of fees other than for attendance of one parter remotely for the May 2026 omnibus hearing.

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Dated: September 16, 2026

Respectfully submitted,

/s/ Brad B. Erens

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September 2, 2026

VIA ELECTRONIC MAIL TO THE DEBTORS AND
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Re: *In re Aldrich Pump LLC, et al.*, No. 20-30608 (Bankr. W.D.N.C.)

Dear Counsel and Ms. Abel:

Pursuant to the Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals [Docket No. 171], enclosed is Gilbert LLP's monthly statement for services rendered and expenses incurred for the period May 1, 2026 through May 31, 2026 (the "Period").

During the Period, Gilbert LLP's fees are $125,109.00 and no expenses. Subject to and without waiver of such rights, Gilbert LLP requests that the Debtors pay 90% of fees in the amount of $112,598.10.

Sincerely,

Kami E. Quinn

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Enclosure

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September 2, 2026
Invoice Number: 11343150
Client Number: 1626

APICC for Aldrich Pump LLC, et al.
c/o Kevin Maclay, Esq.
Caplin & Drysdale, Chartered
One Thomas Circle NW, Suite 1100
Washington, DC 20005

FOR PROFESSIONAL SERVICES RENDERED through May 31, 2026

Re: APICC for Aldrich Pump LLC

Matter Description	Fees	Costs	Total
Insurance Analysis & Recovery	114,583.00	.00	114,583.00
Hearings	3,825.50	.00	3,825.50
Plan / Disclosure Statement	6,700.50	.00	6,700.50
Total	**125,109.00**	**.00**	**125,109.00**

TOTAL FEES	$ 125,109.00
TOTAL EXPENSES	$ .00
TOTAL FEES AND EXPENSES	**$ 125,109.00**

GILBERT LLP

FOR PROFESSIONAL SERVICES RENDERED through May 31, 2026

Insurance Analysis & Recovery

Date	Name	Services	Hours	Amount
5/01/26	Sanchez, J.	Second-level review of CNA, Berkshire, and Chubb policies re follow-form issues.	3.30	1,303.50
5/03/26	Frazier, H.	Confer with B. Levey re policy review issues.	.60	681.00
5/03/26	Levey, B.	Confer with H. Frazier re policy review issues.	.60	549.00
5/04/26	Quinn, K.	Confer with team re status and strategy.	.90	1,651.50
5/04/26	Quinn, K.	Participate in tort counsel meeting.	.40	734.00
5/04/26	Girgenti, J.	Confer with team re insurance issues.	.90	562.50
5/04/26	Girgenti, J.	Analyze Murray coverage issues in connection with Issue #5.	3.40	2,125.00
5/04/26	Seymour, S.	Confer with team re insurance status and strategy.	.90	463.50
5/04/26	Sanchez, J.	Create coding layout for coverage review re Issue #5.	3.40	1,343.00
5/04/26	Sanchez, J.	Confer with team re case status and next steps.	.90	355.50
5/04/26	Frazier, H.	Review draft response letter re discovery issues.	.60	681.00
5/04/26	Frazier, H.	Analyze Issue #5 and policy review issues.	1.30	1,475.50
5/04/26	Frazier, H.	Confer with team re insurance-related issues.	.90	1,021.50
5/04/26	Levey, B.	Draft summary of Argonaut coverage and relevant issues.	.60	549.00
5/04/26	Levey, B.	Draft summary of outstanding insurance issues.	.40	366.00
5/04/26	Levey, B.	Confer with team re insurance-related issues.	.90	823.50
5/04/26	Levey, B.	Analyze pertinent language re Issue #1.	1.70	1,555.50
5/04/26	Hubbard, B.	Confer with team re status and strategy.	.90	580.50
5/04/26	Hubbard, B.	Analyze three expert reports re cost estimation details for creating updated cash flows for insurance valuation analysis.	5.80	3,741.00
5/04/26	Bullis, J.	Create new review fields and update review coding layout re Issue #5.	.20	112.00
5/04/26	Boettger, J.	Confer with team re insurance issues.	.90	549.00
5/05/26	Quinn, K.	Confer with N. Ramsey re requested Committee memorandum.	.20	367.00
5/05/26	Girgenti, J.	Analyze Aldrich agreements re Issue #5.	2.80	1,750.00
5/05/26	Seymour, S.	Review sample language in support of drafting document review protocol.	.30	154.50
5/05/26	Sanchez, J.	Confer with B. Levey re review next steps re Issue #5.	.30	118.50

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Date	Name	Services	Hours	Amount
5/05/26	Sanchez, J.	Draft summary of language re Issue #5 and recommended protocol for review process.	1.00	395.00
5/05/26	Levey, B.	Confer with J. Sanchez re policy review issues re Issue #5.	.30	274.50
5/05/26	Levey, B.	Revise categorizations re Issue #5.	1.00	915.00
5/05/26	Levey, B.	Continue analyzing pertinent language re Issue #1.	1.10	1,006.50
5/05/26	Levey, B.	Review FCR filing re motion to stay adversary proceedings.	.30	274.50
5/05/26	Levey, B.	Review prior analyses and work product re Issue #4.	.40	366.00
5/05/26	Boettger, J.	Review coverage documents re Issue #5.	3.90	2,379.00
5/06/26	Girgenti, J.	Continue analyzing policies re Issue #5.	2.60	1,625.00
5/06/26	Seymour, S.	Review 13 Aldrich policies re Issue #5.	1.80	927.00
5/06/26	Sanchez, J.	Draft protocol and search terms for policy review re Issue #5.	1.20	474.00
5/06/26	Sanchez, J.	Continue first-level review of excess level Aldrich policies (1975-1979) re Issue #5.	6.80	2,686.00
5/06/26	Frazier, H.	Analyze impact of agreement language re Issue #5.	.90	1,021.50
5/06/26	Levey, B.	Analyze issues re Issue #3	3.80	3,477.00
5/06/26	Levey, B.	Communicate with team re linking coverage-in-place and policy information.	.60	549.00
5/06/26	Haus, E.	Review 71 Aldrich insurance policies re Issue #5.	2.70	1,242.00
5/06/26	Haus, E.	Review 32 Murray insurance policies re Issue #5.	2.30	1,058.00
5/06/26	Bullis, J.	Create new review tags and update review coding layout re Issue #5.	.10	56.00
5/06/26	Boettger, J.	Continue reviewing agreements re Issue #5.	1.90	1,159.00
5/07/26	Sanchez, J.	First-level review of American Standard policies (1969-1979) re Issue #5.	8.30	3,278.50
5/07/26	Levey, B.	Continue analyzing issues re Issue #3.	1.20	1,098.00
5/07/26	Haus, E.	Review 30 Aldrich insurance policies re Issue #5.	1.60	736.00
5/07/26	Haus, E.	Review 35 Murray insurance policies re Issue #5.	2.60	1,196.00
5/07/26	Boettger, J.	Continue reviewing agreement language re Issue #5.	3.30	2,013.00
5/08/26	Girgenti, J.	Confer with team re policy review issues.	1.40	875.00
5/08/26	Girgenti, J.	Analyze Aldrich and Murray policies re Issue #5.	1.90	1,187.50
5/08/26	Seymour, S.	Confer with team re policy review issues.	1.40	721.00
5/08/26	Sanchez, J.	Confer with team re policy review issues.	1.40	553.00
5/08/26	Sanchez, J.	Continue first-level review of American Standard and WABCO CGL and reinsurance policies (1951-1960s) re Issue #5.	7.80	3,081.00

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Date	Name	Services	Hours	Amount
5/08/26	Frazier, H.	Confer with B. Levey re Issue #5 review.	.20	227.00
5/08/26	Levey, B.	Confer with team re policy review issues.	1.40	1,281.00
5/08/26	Levey, B.	Review compilation of language re Issue #5.	.40	366.00
5/08/26	Levey, B.	Confer with H. Frazier re Issue #5 review.	.20	183.00
5/08/26	Levey, B.	Draft summary of Issue #4 provisions and coding.	.50	457.50
5/08/26	Hubbard, B.	Confer with team re policy review issues.	1.40	903.00
5/08/26	Haus, E.	Confer with team re policy review issues.	1.40	644.00
5/08/26	Haus, E.	Review 68 Murray insurance policies re Issue #5.	3.70	1,702.00
5/08/26	Boettger, J.	Confer with team re policy review issues.	1.40	854.00
5/08/26	Boettger, J.	Research Bankruptcy Code issues re Issue #.	1.40	854.00
5/09/26	Sanchez, J.	Continue first-level review of American Standard CGL (1970s coverage period) re Issue #5.	1.60	632.00
5/11/26	Quinn, K.	Confer with team re status and strategy.	.50	917.50
5/11/26	Girgenti, J.	Confer with team re insurance issues.	.50	312.50
5/11/26	Seymour, S.	Confer with team re insurance status and strategy.	.50	257.50
5/11/26	Seymour, S.	Communicate with policy review team re coding for Issues #3 and #4.	.20	103.00
5/11/26	Sanchez, J.	Confer with J. Bullis re updates to coding panel re Issue #4.	1.10	434.50
5/11/26	Sanchez, J.	Confer with team re case status and next steps.	.50	197.50
5/11/26	Sanchez, J.	Draft summary of policies with non-aggregate limits in preparation for preparing allocation.	.40	158.00
5/11/26	Sanchez, J.	Continue first-level review of Ingersoll-Rand and WABCO CGL policies re Issue #5.	2.60	1,027.00
5/11/26	Sanchez, J.	Review American Standard policies not under agreement re Issue #4.	2.90	1,145.50
5/11/26	Frazier, H.	Confer with team re insurance-related issues.	.50	567.50
5/11/26	Frazier, H.	Review case law cited in analysis of Issue #3.	1.30	1,475.50
5/11/26	Frazier, H.	Communicate with team re allocation and policy review issues.	.60	681.00
5/11/26	Levey, B.	Confer with team re status of insurance issues.	.50	457.50
5/11/26	Levey, B.	Draft summary of analysis re Issue #3.	1.10	1,006.50
5/11/26	Levey, B.	Continue reviewing agreements re effect of Issue #1.	.80	732.00
5/11/26	Levey, B.	Draft summary of policies with limits issues.	.70	640.50
5/11/26	Hubbard, B.	Confer with team re status and strategy.	.50	322.50
5/11/26	Bullis, J.	Confer with J. Sanchez re updates to coding panel and creating saved searches to capture multi-year policies re Issue #4.	1.10	616.00
5/11/26	Boettger, J.	Confer with team re insurance issues.	.50	305.00

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Date	Name	Services	Hours	Amount
5/11/26	Boettger, J.	Research re Issue #3.	2.90	1,769.00
5/12/26	Seymour, S.	Research Aldrich policy evidence discrepancies in support of ongoing policy evidence review.	2.40	1,236.00
5/12/26	Sanchez, J.	Confer with J. Bullis re identification of missing Murray policies.	.40	158.00
5/12/26	Sanchez, J.	Continue reviewing American Standard policies not under agreement re Issue #4.	6.80	2,686.00
5/12/26	Sanchez, J.	Analyze inconsistencies in master policy listing.	.80	316.00
5/12/26	Levey, B.	Revise summary of outstanding insurance issues.	.30	274.50
5/12/26	Bullis, J.	Analyze review spreadsheet re missing policy records from Relativity review database.	.30	168.00
5/12/26	Bullis, J.	Download missing Murray policies, load to review database, and update dtSearch index.	.60	336.00
5/12/26	Bullis, J.	Confer with J. Sanchez re identification of missing Murray policies.	.40	224.00
5/12/26	Bullis, J.	Normalize spreadsheet data, load missing policy records with coding and overlay Murray policy coding to review database.	1.90	1,064.00
5/12/26	Boettger, J.	Continue researching issues re Issue #3.	2.70	1,647.00
5/13/26	Sanchez, J.	Continue reviewing American Standard policies not under agreement re Issue #4.	3.40	1,343.00
5/13/26	Sanchez, J.	Review Trane Company policies not under agreement re Issue #4.	3.70	1,461.50
5/13/26	Levey, B.	Continue reviewing analysis of policies re Issue #3.	.50	457.50
5/14/26	Sanchez, J.	Continue reviewing Trane Company policies not under agreement re Issue #4.	6.20	2,449.00
5/14/26	Sanchez, J.	Review historic Trane Company policies re Issue #5.	1.80	711.00
5/14/26	Frazier, H.	Confer with Debtors' counsel re insurance discovery.	.30	340.50
5/14/26	Frazier, H.	Analyze language re allocation assumptions on aggregate limits.	.60	681.00
5/14/26	Frazier, H.	Communicate with team re allocation assumptions on aggregate limits.	.20	227.00
5/14/26	Levey, B.	Confer with B. Hubbard re status of allocation issues.	.40	366.00
5/14/26	Levey, B.	Communicate with Debtors' coverage counsel re exhaustion information.	.20	183.00
5/14/26	Levey, B.	Review policies re aggregate/per occurrence issue.	.40	366.00
5/14/26	Levey, B.	Communicate with team re aggregate/per occurrence issue.	.20	183.00

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Date	Name	Services	Hours	Amount
5/14/26	Hubbard, B.	Confer with B. Levey re policy analysis necessary for allocations.	.40	258.00
5/14/26	Boettger, J.	Continue researching issues re Issue #3.	3.10	1,891.00
5/14/26	Boettger, J.	Draft memorandum re conclusions and analysis re Issue #3.	2.60	1,586.00
5/15/26	Sanchez, J.	Second-level review of all Murray policies not under agreement re Issues #4 and #5.	2.20	869.00
5/15/26	Sanchez, J.	Continue reviewing Trane Company policies re Issue #5.	4.00	1,580.00
5/15/26	Frazier, H.	Analyze summary of research re Issue #3.	2.50	2,837.50
5/15/26	Levey, B.	Review summary of Issue #4 policies not under agreement.	.70	640.50
5/15/26	Boettger, J.	Continue drafting memorandum re conclusions and analysis re Issue #3.	4.30	2,623.00
5/18/26	Frazier, H.	Review parameters of insurance-related production.	.30	340.50
5/18/26	Frazier, H.	Communicate with team re production issues.	.20	227.00
5/18/26	Levey, B.	Review information re additional production of Debtors' insurance-related records.	.20	183.00
5/19/26	Sanchez, J.	Continue reviewing Aldrich (Ingersoll-Rand) policies re Issue #5.	1.80	711.00
5/19/26	Frazier, H.	Analyze potential resolution of stay relief.	.40	454.00
5/19/26	Frazier, H.	Review relevant insurance documents identified in production.	.30	340.50
5/19/26	Levey, B.	Analyze insurance-related documents produced by Debtors.	.80	732.00
5/19/26	Levey, B.	Review and reconcile spreadsheets re Issue #4.	.50	457.50
5/19/26	Bullis, J.	Load Debtors' production volume to Relativity review workspace and update search index.	.60	336.00
5/20/26	Frazier, H.	Confer with B. Levey re policy review and allocation issues.	.30	340.50
5/20/26	Levey, B.	Confer with H. Frazier re status of policy and related issues.	.30	274.50
5/20/26	Levey, B.	Review Debtors' motion to stay adversary proceedings in preparation for omnibus hearing.	.50	457.50
5/22/26	Levey, B.	Review analysis of Murray policies re Issue #4.	.60	549.00
5/26/26	Quinn, K.	Confer with R. Cooney re Issue #5.	.30	550.50
		TOTAL CHARGEABLE HOURS	**191.40**	
		TOTAL FEES		**$ 114,583.00**

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TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total
Quinn, K.	2.30	1,835.00	4,220.50
Girgenti, J.	13.50	625.00	8,437.50
Seymour, S.	7.50	515.00	3,862.50
Sanchez, J.	74.60	395.00	29,467.00
Frazier, H.	12.00	1,135.00	13,620.00
Levey, B.	24.10	915.00	22,051.50
Hubbard, B.	9.00	645.00	5,805.00
Haus, E.	14.30	460.00	6,578.00
Bullis, J.	5.20	560.00	2,912.00
Boettger, J.	28.90	610.00	17,629.00
TOTALS	**191.40**		**$ 114,583.00**

TOTAL FEES AND EXPENSES FOR MATTER **$ 114,583.00**

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Hearings

Date	Name	Services	Hours	Amount
5/21/26	Frazier, H.	Attend omnibus hearing (remote).	2.00	2,270.00
5/21/26	Levey, B.	Attend portion of omnibus status hearing (remote).	1.70	1,555.50
		TOTAL CHARGEABLE HOURS	**3.70**	
		TOTAL FEES		**$ 3,825.50**

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total
Frazier, H.	2.00	1,135.00	2,270.00
Levey, B.	1.70	915.00	1,555.50
TOTALS	**3.70**		**$ 3,825.50**

TOTAL FEES AND EXPENSES FOR MATTER **$ 3,825.50**

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FOR PROFESSIONAL SERVICES RENDERED through May 31, 2026

Plan / Disclosure Statement

Date	Name	Services	Hours	Amount
5/04/26	Quinn, K.	Confer with N. Ramsey re term sheet issues.	.20	367.00
5/04/26	Frazier, H.	Confer with N. Ramsey re term sheet issues.	.20	227.00
5/06/26	Quinn, K.	Confer with M. Fink re potential term sheet.	.20	367.00
5/06/26	Frazier, H.	Confer with M. Fink re plan issues.	.20	227.00
5/11/26	Frazier, H.	Analyze insurance options re draft term sheet.	1.10	1,248.50
5/14/26	Quinn, K.	Revise insurance-related sections of draft term sheet.	2.20	4,037.00
5/14/26	Frazier, H.	Review revisions to term sheet re insurance issues.	.20	227.00
		TOTAL CHARGEABLE HOURS	**4.30**	
		TOTAL FEES		**$ 6,700.50**

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total
Quinn, K.	2.60	1,835.00	4,771.00
Frazier, H.	1.70	1,135.00	1,929.50
TOTALS	**4.30**		**$ 6,700.50**

TOTAL FEES AND EXPENSES FOR MATTER **$ 6,700.50**

TOTAL FEES AND EXPENSES **$ 125,109.00**