

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

**EX PARTE APPLICATION OF THE DEBTORS FOR AN ORDER AUTHORIZING
THEM TO RETAIN AND EMPLOY EVERT WEATHERSBY HOUFF
AS SPECIAL ASBESTOS LITIGATION COUNSEL AS OF THE PETITION DATE**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby apply to the Court for the entry of an order authorizing them to retain and employ Evert Weathersby Houff ("EWH") as special asbestos litigation counsel, as of the date hereof. In support of this Application, the Debtors respectfully represent as follows:

Background

1. On the date hereof (the "Petition Date"), the Debtors commenced their reorganization cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. The Debtors are authorized to continue to manage their property and operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these Chapter 11 Cases can be found

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.



in the *Declaration of Ray Pittard in Support of First Day Pleadings* (the "Pittard Declaration") and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* (together with the Pittard Declaration, the "First Day Declarations"), which were filed contemporaneously herewith and are incorporated herein by reference. In addition to the First Day Declarations, the Debtors have filed an Informational Brief to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these Chapter 11 Cases.

Jurisdiction

4. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

5. Pursuant to section 327(e) of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules"), and consistent with the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the "Compensation Guidelines"), the Debtors hereby seek the entry of an order, substantially in the form attached hereto as Exhibit A, authorizing them to retain and employ EWH as special asbestos litigation counsel in these Chapter 11 Cases to assist with issues relating to the resolution of asbestos claims, effective as of the Petition Date, in accordance with

the terms of the engagement letter dated May 4, 2020, a copy of which is attached hereto as Exhibit B (the "Engagement Letter").²

6. In support of this Application, the Debtors submit, and incorporate herein by reference, (a) the *Declaration of C. Michael Evert, Jr.*, a partner at EWH (the "Evert Declaration"), a copy of which is attached hereto as Exhibit C, and (b) EWH's Disclosure of Compensation (the "Disclosure of Compensation"), a copy of which is attached hereto as Exhibit D.

Argument

EWH's Qualifications

7. EWH, a boutique law firm specializing in mass tort litigation with three offices and 20 attorneys, has represented the Debtors and certain of their non-debtor affiliates in matters related to the defense of asbestos claims since June 2012. As further described in the First Day Declarations and the Informational Brief, the Chapter 11 Cases arise out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtors and their predecessors. On May 1, 2020, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"), and Murray's predecessor, the former Trane U.S. Inc. ("Old Trane"), underwent corporate restructurings (together, the "2020 Corporate Restructuring"). As a result of the 2020 Corporate Restructuring, which is described in greater detail in the Pittard Declaration, each of Old IRNJ and Old Trane ceased to exist and four new entities were formed — the Debtors and the Debtors' non-debtor affiliates, Trane Technologies Company LLC ("New Trane Technologies") and Trane U.S. Inc. ("New Trane"). Respectively and, as applicable, (a) Aldrich

² Any references to, or descriptions of, the Engagement Letter herein are qualified by the express terms of the Engagement Letter.

and Murray were allocated certain of Old IRNJ's and Old Trane's assets and became solely responsible for certain of their liabilities, including asbestos-related liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws); and (b) New Trane Technologies and New Trane were allocated all other assets of Old IRNJ and Old Trane and became solely responsible for all other liabilities of Old IRNJ and Old Trane.

8. As a result of its representation of the Debtors, Old IRNJ, and Old Trane, which included serving, since 2017, as national coordinating counsel for Old IRNJ and Old Trane, EWH possesses extensive knowledge concerning the asbestos-containing products of Old IRNJ and Old Trane, their historical records, company witnesses, the Debtors', Old IRNJ's, and Old Trane's historical asbestos litigation and the management, defense, and settlement of asbestos claims.

9. In its role, at various times EWH served as Old IRNJ's and Old Trane's lead counsel concerning (a) the review of the company's historical documents concerning products they made and/or sold that incorporated asbestos-containing products manufactured by third parties; (b) various discovery issues that arose in multiple jurisdictions with respect to defense of asbestos claims; (c) preparation and defense of company witnesses who gave deposition and/or trial testimony; (d) identification and development of expert witnesses; (e) drafting of significant briefings; (f) management and supervision of local counsel in the preparation of cases for trial; and (g) advice on overall strategic issues with respect to the asbestos litigation. During the course of these Chapter 11 Cases, the Debtors will be called upon to address, among other things, the very issues on which EWH advised as asbestos litigation

counsel to Old IRNJ and Old Trane and, in which capacity, EWH has continued to serve the Debtors following the 2020 Corporate Restructuring that created the Debtors.

10. EWH's professionals have worked with relevant personnel and other advisors to collect and evaluate information in connection with preparation for the potential commencement of these Chapter 11 Cases. EWH also has assisted the Debtors in preparing for anticipated formal and informal discovery with representatives of current and future asbestos claimants in these Chapter 11 Cases.

Scope of Proposed Retention

11. The Debtors do not propose to employ EWH as general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special asbestos litigation counsel pursuant to 11 U.S.C. § 327(e) to assist with issues relating to the resolution of asbestos claims in these Chapter 11 Cases. This proposed retention draws on the work EWH has performed in the past for Old IRNJ, Old Trane, and the Debtors as national coordinating counsel and the expertise it has developed from this work. The Debtors anticipate that EWH's services in these Chapter 11 Cases will include:

- (a) counseling, providing strategic advice to, and representing the Debtors in connection with, any and all matters in or outside of these bankruptcy cases arising from or relating to asbestos claims;
- (b) counseling and representing the Debtors and assisting general bankruptcy counsel in connection with the formulation, negotiation, and promulgation of a plan of reorganization and related documents as these matters relate to asbestos claims;
- (c) counseling and representing the Debtors and assisting general bankruptcy counsel in connection with reviewing, estimating, and resolving the Debtors' asbestos claims; and
- (d) performing such other services as may be requested from time to time.

12. As noted above, EWH has substantial expertise in all of these areas. In addition, EWH has become intimately familiar with the Debtors, their history, and all aspects of their asbestos litigation as a result of its work for the Debtors, Old IRNJ, and Old Trane prior to the Petition Date. Further, EWH has before served in a similar capacity when it represented Bondex International, Inc. and Specialty Products Holding Corp. as special asbestos litigation counsel in the Chapter 11 proceedings involving those entities. Accordingly, the Debtors respectfully submit that EWH is well-qualified to perform these services for the Debtors.

13. EWH will provide the services described above as special asbestos litigation counsel to the Debtors and will not serve as general bankruptcy and reorganization counsel to the Debtors. The Debtors believe that the services EWH will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel, or the other firms retained by the Debtors in these Chapter 11 Cases to assist in asbestos-related matters. The Debtors are mindful of the need to avoid the duplication of legal services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of EWH's role as special asbestos litigation counsel.

Compensation and Fee Applications

14. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, EWH intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect for retentions of this nature on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

15. EWH will be compensated at its hourly rates, which are based on the professionals' level of experience. At present, the hourly rates charged by EWH fall within the following ranges:

<i>Billing Category</i>	<i>Range</i>
Partners	\$410 to \$695
Counsel	\$400 to \$500
Associates	\$250 to \$400
Paralegals	\$150 to \$235

16. EWH's hourly rates may change from time to time in accordance with EWH's established billing practices and procedures, as contemplated by the Engagement Letter. The names, current positions, resident offices, and current hourly rates of those EWH professionals currently expected to spend significant time on these Chapter 11 Cases are attached as Schedule 3 to the Evert Declaration.

17. EWH's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity. Accordingly, EWH's rates are reasonable and favorable to the Debtors' estates.

18. EWH will maintain detailed, contemporaneous time records and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order (as defined below), and

any additional procedures that may be established by the Court in these Chapter 11 Cases. EWH intends to use the following billing categories:³

CATEGORY	DESCRIPTION
Asbestos Matters	Includes issues relating to asbestos claims, including analysis, valuation, strategy, negotiations, communications, and meetings related to asbestos claims and any work on asbestos claims estimation matters.
Automatic Stay	Includes all actions to extend or enforce the automatic stay, motions to modify the automatic stay, and issues related to the effect of the automatic stay on pending matters.
Court Hearings	Includes preparation for and attendance at court hearings.
Creditor Inquiries	Includes all actions taken to respond to creditor inquiries about these Chapter 11 Cases that are general in nature and not chargeable to another matter number.
Fee Application Preparation	Includes preparation of EWH's fee applications and related activities and the preparation of monthly invoices.
Litigation and Adversary Proceedings	Includes assisting the Debtors with all non-bankruptcy litigation and adversary proceedings (<u>i.e.</u> , actions initiated by a complaint in this Court); also includes all other contested matters that do not fit within another, more specific matter description.
Nonworking Travel	Includes all nonworking travel time.

³ These categories are consistent with and expand upon the project categories in the Compensation Guidelines applicable to the nature of EWH's retention. EWH, in its discretion and in consultation with the Debtors, may determine to create separate or additional sub-billing categories for certain discrete projects undertaken during these Chapter 11 Cases.

CATEGORY	DESCRIPTION
Plan of Reorganization and Disclosure Statement	Includes assisting with the formulation, negotiation, preparation, and promulgation of a plan of reorganization (the " <u>Plan</u> "), disclosure statements and related corporate and other documentation to implement the Plan, research relating thereto, and matters related to exclusivity.
Professional Retention/Fee Issues	Includes assisting with the preparation of applications to retain professionals, other matters relating to retention of professionals, and objections to fees of other professionals.
Reporting	Includes assisting with the preparation of schedules of assets and liabilities and amendments thereto, a statement of financial affairs and amendments thereto, status reports, and other reports required by the United States Bankruptcy Administrator for the Western District of North Carolina (the " <u>Bankruptcy Administrator</u> "), the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, or the Court.

19. EWH contemplates using the following expense categories: (a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research; (f) delivery services/couriers; (g) postage; (h) local travel; (i) out-of-town travel (including subcategories for transportation, hotel, meals, ground transportation and other); (j) local meals; (k) court fees; (l) subpoena fees; (m) witness fees; (n) deposition transcripts; (o) trial transcripts; (p) trial exhibits; (q) litigation support vendors; (r) experts; (s) investigators; (t) arbitrators/mediators; and (u) other.

Compensation Prior to the Petition Date

20. Prior to the Petition Date, on or about May 5, 2020 and June 2, 2020, the Debtors paid EWH retainers totaling \$900,000 for professional services and expenses (the "Retainers") to be incurred prior to the Petition Date.

21. In the one-year period preceding the Petition Date,⁴ EWH received payments from the Debtors totaling \$1,900,151.98 (collectively, the "Prepetition Payments"). The Prepetition Payments reflect: (a) certain actual fees and expenses, to the extent determined, as of May 31, 2020, including \$1,106,268.24 paid for work performed prior to the 2020 Corporate Restructuring on behalf of Old IRNJ and Old Trane and \$568,883.74 in fees and expenses applied against the Retainers for work performed following the 2020 Corporate Restructuring for Aldrich and Murray; and (b) \$225,000 for unbilled, anticipated, and/or estimated fees and expenses for the period from June 1, 2020 through June 17, 2020 (just before the Petition Date) (the "Estimated Amount").⁵

22. Subject to court approval, EWH will: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Retainers on or about that date, as described herein; and (c) disclose such adjustment in its first interim fee application.⁶

23. As of the Petition Date, the balance of the Retainers was \$106,116.26. EWH requests that it be permitted to hold any amounts comprising the Retainers (following the reconciliation described in the Disclosure of Compensation) as a postpetition retainer subject to the terms of an order establishing procedures for interim compensation and reimbursement of

⁴ Because the Debtors were formed on May 1, 2020, these payments only reach back to that date.

⁵ In the one-year period preceding the Petition Date and before the formation of the Debtors, EWH also received payments from Old IRNJ and Old Trane totaling \$2,298,929.71 for fees and expenses relating to certain prepetition legal services in connection with its work for Old IRNJ and Old Trane. In addition, pursuant to the merger agreements executed in connection with the 2020 Corporate Restructuring, fees incurred for work performed by EWH prior to the 2020 Corporate Restructuring were transferred to Aldrich and Murray, along with the other asbestos-related liabilities.

⁶ If EWH's unbilled actual fees and expenses for the period prior to the Petition Date are more than the Estimated Amount, the Retainers will be reconciled and applied to pay the difference. If EWH's unbilled actual fees and expenses for the period prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Retainers.

expenses of retained professionals (any such order, the "Interim Compensation Order"). EWH will not apply any portion of the Retainers to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

Disclosure Concerning Disinterestedness

24. The Evert Declaration, incorporated herein by reference, discloses EWH's connections to the Debtors and parties in interest in these Chapter 11 Cases. In reliance on the Evert Declaration and upon EWH's reasonable inquiry, and except as set forth therein and in this Application or the Evert Declaration, the Debtors believe that: (a) EWH has no connection with the Debtors, their affiliates,⁷ their creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants; (b) EWH is not a creditor, equity security holder, or insider of the Debtors; (c) none of EWH's lawyers is, or was within two years of the Petition Date, a director, officer, or employee of the Debtors; and (d) EWH neither holds nor represents an interest materially adverse to the Debtors or their estates with respect to the matters on which EWH is to be employed.

25. In the event that EWH's representation of the Debtors in connection with any particular matter in these Chapter 11 Cases would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtors will use separate counsel to represent their interests with respect to such matter against such party. If that occurs, it is anticipated that other conflicts counsel may be retained in connection with that matter.

⁷ As described in the Evert Declaration, EWH represented Old IRNJ and Old Trane before the formation of the Debtors and represents one non-debtor affiliate in matters unrelated to these Chapter 11 Cases.

Legal Basis for Relief Requested

26. Under section 327(e) of the Bankruptcy Code, a debtor in possession is authorized to employ, "for a specified special purpose, ... an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed." 11 U.S.C. § 327(e).

27. As required by section 329(a) of the Bankruptcy Code⁸ and Bankruptcy Rule 2014(a),⁹ the above-described facts set forth in this Application and the information in the exhibits attached hereto set forth: (a) the specific facts showing the necessity for EWH's employment; (b) the reasons for the Debtors' selection of EWH as special asbestos litigation counsel in connection with asbestos litigation during these Chapter 11 Cases; (c) the professional services proposed to be provided by EWH; (d) the arrangement between the Debtors and EWH

⁸ Section 329(a) of the Bankruptcy Code provides as follows:

Any attorney representing a debtor in a case under this title, or in connection with such a case, whether or not such attorney applies for compensation under this title, shall file with the court a statement of the compensation paid or agreed to be paid, if such payment or agreement was made after one year before the date of the filing of the petition, for services rendered or to be rendered in contemplation of or in connection with the case by such attorney, and the source of such compensation.

11 U.S.C. § 329(a). This information is set forth in the Disclosure of Compensation attached hereto as Exhibit D.

⁹ Bankruptcy Rule 2014(a) provides that an application seeking the employment of professional persons pursuant to section 327 of the Bankruptcy Code:

shall state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee. The application shall be accompanied by a verified statement of the person to be employed setting forth the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

with respect to EWH's compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtors' knowledge, the extent of EWH's connections, if any, to certain parties in interest in these matters. Accordingly, EWH's retention by the Debtors should be approved.

Notice

28. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtors seek approval of this Application on an *ex parte* basis. Nevertheless, the Debtors have served a copy of this Application on: (a) the Bankruptcy Administrator; (b) the parties on the list of 20 law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and (c) counsel to New Trane Technologies and New Trane. The Debtors submit that, in light of the *ex parte* nature of the relief requested, no other or further notice need be provided.

No Prior Request

29. No prior request for the relief sought in this Application has been made to this or any other Court in connection with these Chapter 11 Cases.

WHEREFORE, the Debtors respectfully request that the Court: (a) enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: June 18, 2020
Charlotte, North Carolina

Respectfully submitted,

Aldrich Pump LLC & Murray Boiler LLC

By: /s/ Allan Tananbaum
Allan Tananbaum
Chief Legal Officer and Secretary

PROPOSED ATTORNEYS FOR
DEBTORS AND DEBTORS IN POSSESSION:

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(Admission *pro hac vice* pending)

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

**EX PARTE ORDER AUTHORIZING DEBTORS TO RETAIN
AND EMPLOY EVERT WEATHERSBY HOUFF AS SPECIAL
ASBESTOS LITIGATION COUNSEL AS OF THE PETITION DATE**

This matter coming before the Court on the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ Evert Weathersby Houff as Special Asbestos Litigation Counsel as of the Petition Date* (the "Application"),² filed by the debtors and debtors in possession in the above-captioned cases (together, the "Debtors"); the Court having reviewed the Application, the Evert Declaration, the Disclosure of Compensation, and the Engagement Letter; the Court finding that (a) the Court has jurisdiction over this matter pursuant

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.

² Capitalized terms not otherwise defined herein have the meanings given to the in the Application.

to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Application was sufficient under the circumstances, (e) EWH does not hold nor represent any interest materially adverse to the Debtors' estates as required by section 327(e) of the Bankruptcy Code, (f) the Debtors' retention and employment of EWH is in the best interest of the estates as required by section 327(e) of the Bankruptcy Code, and (g) the Application and all related schedules and exhibits fully comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Application, the Evert Declaration, and the Disclosure of Compensation establish just case for the *ex parte* relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtors are authorized to retain and employ EWH as their special asbestos litigation counsel in these Chapter 11 Cases, in accordance with section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, on the terms and conditions set forth in the Application and the Engagement Letter, as of the Petition Date.
3. EWH is authorized to render the professional services set forth in the Application, the Engagement Letter, and the Evert Declaration.
4. EWH will use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other professionals in these Chapter 11 Cases.
5. EWH shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the exhibits thereto, and in accordance with

applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Interim Compensation Order, and any other applicable orders or procedures of this Court.

6. EWH shall: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Retainers on or about that date, as described in the Application and the exhibits thereto; and (c) disclose such adjustment in its first interim fee application. Subject to the foregoing adjustment, EWH is authorized to hold any remaining amount of the Retainers following such reconciliation in a trust account subject to the terms of any Interim Compensation Order entered in these Chapter 11 Cases.

7. EWH shall not apply any portion of the Retainers to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including an Interim Compensation Order.

8. To the extent that the terms of this Order are inconsistent with the terms of the Engagement Letter, the terms of this Order shall control.

9. This Order shall immediately be effective and enforceable upon its entry.

10. Pursuant to Local Bankruptcy Rule 9013-1(f), any party shall be entitled to request that the Court reconsider the entry of this Order by filing a motion for reconsideration within 14 days of service of this Order.

11. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

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

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

United States Bankruptcy Court

EXHIBIT B

Engagement Letter

Evert | Weathersby | Houff
ATTORNEYS AT LAW

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Other Offices:
Athens, Georgia
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May 4, 2020

Allan Tananbaum, Esq.
Chief Legal Officer
Aldrich Pump LLC
Murray Boiler LLC
800 E-Beaty St.
Davidson, NC 28036

Re: Engagement of Evert | Weathersby | Houff

Dear Allan:

This letter confirms our discussions concerning the scope, terms and conditions of the engagement of our firm, Evert | Weathersby | Houff (the "Firm"), by Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray", and, together with Aldrich, the "Companies" or "you"). Thank you for your consideration and cooperation concerning the matters covered in this letter.

You have retained the Firm to serve as National Coordinating Counsel and Special Litigation Counsel for the Companies in asbestos matters. As such, the Firm's role will include providing assistance to the Companies in: planning and implementing an overall defense strategy; evaluating, retaining and selecting local and trial counsel; setting and managing defense and indemnity budgets; selecting and preparing necessary witnesses and experts; assisting the Companies in the trial and discovery of asbestos-related cases and claims and the evaluation of those claims; evaluating and recommending medical/scientific experts; coordinating discovery and motions practice; coordinating and communicating with the Companies' insurance carriers, as appropriate; and generally providing the Companies with counsel and representation in all matters and proceedings involving asbestos-related claims.

We have agreed that any new or expanded engagement beyond that described above will require our further agreement. If we agree to perform further services, the terms of this letter will apply unless we mutually agree

Allan Tananbaum, Esq.

May 4, 2020

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otherwise in writing. In addition, with respect to this specific engagement, our client is, and we are entering into an attorney-client relationship only with, the Companies. Any representation of any person or entity other than the Companies, such as an affiliate, shareholder, officer, director, partner, or joint venturer of the Companies, will require our agreement. We understand that you will advise such other parties that our representation is only of the Companies. I will have primary responsibility for this engagement and will be assisted by such other lawyers and service personnel as appropriate from time to time in order to provide high quality services in a cost-efficient manner.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters related to the engagement, and to disclose to us fully and accurately all information that may be relevant to the matter. You agree that you will not discard or destroy any relevant documents or files, whether electronic or paper.

The Firm represents, and in the future will represent, many other clients. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to the Companies' interests.

To this end, as we have discussed, the Firm is currently very active in the asbestos litigation on behalf of numerous clients. The Companies are well aware of those representations from both our disclosure of them and your own due diligence. In this regard, the Firm has served and/or serves as local, regional, and/or national coordinating counsel for dozens of defendants, large and small, involved in the asbestos litigation, including the following: Affinia Group, Inc., Ametek, Inc., Ashland, Inc., AstenJohnson, Inc., The Austin Company, A.W. Chesterton Company, Akzo Nobel Paints LLC, formerly known as the Glidden Company, BMI/Adience, Inc., Bondex International, Inc., Boston Matthews, Inc., Bruhn Matthews, Inc., Calaveras Asbestos, Ltd., Carbolite Company, Cardinal Health, Cashco, Inc., Chevron, U.S.A. Inc., Chicago Rawhide, Copes Vulcan, Croll Reynolds Company, Inc., Daniel International Construction Company, DAP Products Inc., Dillon Supply Company, Eagle Crusher Company, Inc., Electrolux Home Products, Inc., Esab, Inc., The Euclid Chemical Company, Eutectic, Ferro Corporation, Florida Tile, Inc., FMC Corporation, Forney Industries, Foster Wheeler, LLC, The Gates Corporation, General Electric Company, Goulds Electronics, Inc., Hanson Permanente Cement, Inc. and related entities, Harley Davidson, Hobart Brothers LLC, Illinois Tool Works, Industry Products Company, International Paper Company, ITE (including ABB Inc. and related entities), J.H. France Refractories Co., Kaiser Cement Corporation, Kaiser Gypsum Company, Kop-Coat Inc., Knorr Brake Holding Corporation, Lincoln Electric Company, Linde

Allan Tananbaum, Esq.

May 4, 2020

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plc, Link-Belt Corporation, Lion Oil Company, Mack Trucks, Inc., Magnetek, Inc., Maxxam, Inc., McMaster-Carr Supply Company, Mid-South Mechanical, Inc., Monsey Products, NMBFil, Inc., Okonite Company, Inc., Owens-Illinois, Inc., Parker Hannifin, Pep Boys-Manny, Moe & Jack, Inc., Pneumo Abex Corporation, Pharmacia LLC fka Monsanto Company, PPG Architectural Finishes, Inc., PPG Architectural Coatings, LLC; Pratt & Whitney Power Systems, Inc., Premier Refractories, Inc., Republic Powdered Metals, Inc., Rexnord Corporation, Rite Engineering & Manufacturing, RPM International, Inc., The Scotts Company, SKF USA Inc., Specialty Products Holding Corp., Spirax Sarco, Standard Motor Products, Sterling Fluid Systems, LLC, Sur-Seal Gasket & Packing, Inc., Superior Boiler Works, Inc., Tarkett, Inc., Techint Technologies, Inc., Terex Corporation, Trelleborg Coated Systems US Inc., Tremco Incorporated, Unilever United States, Uniroyal, United Technologies Corporation, ViacomCBS Inc., Warren Pumps, LLC, Weil-McLain, Welco Manufacturing, Co., Weyerhaeuser Company, White Consolidated Industries, Inc., and Wilson Snyder Pumps and Zep Inc.

Although there are not to our knowledge any direct conflicts between existing clients and the Companies, there are likely the type of indirect and “issue” conflicts that are present whenever one firm represents more than one party in related litigation, as we do in the asbestos litigation pending and to be filed against the Companies. This letter will confirm that the Companies are aware of the existence of these other clients of the Firm and are of the view that these other representations either present no ethical conflict, or, if they do, present an indirect conflict which the Companies are willing to waive. As a result, the Companies agree to waive any actual or potential conflict resulting from our concurrent representation of various companies in the asbestos litigation, including, but not limited to, the possibility that confidential information may come into our possession through our representation of those clients that we will be unable to share with the Companies, or the perception or implication that we would be less aggressive in representing the Companies out of concern that we would offend or damage our relationship with other clients in the asbestos litigation.

Hence, in regard to our work in the asbestos litigation, by executing this letter, we request that the Companies confirm that (1) no engagement that we have undertaken or may undertake on behalf of the Companies will be asserted by the Companies either as a conflict of interest with respect to, or as a basis to preclude, challenge, or otherwise disqualify the Firm from any current or future representation of any client in the defense of any asbestos litigation matter, as long as that other matter is not substantially related to any of our then existing engagements on behalf of the Companies, (2) the Companies hereby waive any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge, or otherwise disqualify the Firm in any representation of any other client with respect to the defense of any such

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asbestos litigation matter, and, should a specific case arise in the future in one of our jurisdictions that would require us to choose between the clients, the Companies understand that they may be required to seek separate counsel while our firm will continue to represent our pre-existing clients, (3) the Companies have been advised by the Firm, and have had the opportunity to consult with other counsel with respect to the terms and conditions of these provisions and its prospective waiver, (4) the Companies' consent to these provisions is both voluntary and fully informed, and (5) the Companies intend for this consent to be effective and fully enforceable, and to be relied upon by the Firm.

In regard to non-asbestos litigation matters, in the event the Firm desires to represent another client whose interests are directly adverse to the Company's interests in a litigation or other dispute resolution matter, the Firm will (1) advise the Companies immediately and request a waiver of the conflict and (2) the Companies must provide a written waiver of conflict of interest to Jones Day before the firm can represent said client. In the event the Companies were to waive any conflict associated with our representation of another client in a matter directly adverse to the Companies, the Firm or other service providers who are working with the Companies at that time will not work for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning the Companies acquired by the Firm as a result of our representation of the Companies will not be transmitted to our lawyers or others in the Firm involved in such matter.

If it ever becomes necessary for the Companies to file a petition under Chapter 11 of the Bankruptcy Code, our ongoing employment by the Companies will be subject to the approval of the bankruptcy court with jurisdiction over the petition. If necessary, we will modify the terms and conditions of our employment described above as may be required to comply with the applicable requirements of the bankruptcy process, including any orders of the bankruptcy court.

Our fees are generally determined by the time devoted by each lawyer or other service provider involved in the engagement and the hourly billing rates assigned to each such person. Our hourly rates are specifically tailored to the nature of the retention and they are revised periodically, but no more than annually. We reserve the right to revise our rates (with the Companies' advance consent not to be unreasonably withheld) during the course of our representation of the Companies. We submit periodic billing statements (generally monthly or, depending on the circumstances, more frequently), which are due and payable upon presentation. Time for tasks undertaken for multiple clients is split among the clients. Unless we specifically agree, any fee estimate that we may provide

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is not a commitment to perform the services within a fixed time or for a fixed fee.

In addition to our fees, we expect our clients to defray certain costs and expenses incurred during our representation of them. Please note that although our charges for non-cash costs incurred by the Firm reflect our good faith estimate of our actual, fully absorbed, out-of-pocket costs, those estimates may differ from our actual costs. Normally, disbursements and charges will be subject to reimbursement from the Companies in the regular billing cycle. In some circumstances, however, such as in the case of particularly large items, we may ask the Companies to pay these items directly or in advance.

To retain the services of the Firm, the Companies have agreed to provide the Firm with an advance payment retainer of \$700,000 upon the execution of this letter, and the Companies may pay additional retainers as necessary and appropriate (collectively, the "Retainers"). All Retainers will be held as security for the Firm's fees and disbursements. The Retainers will be held in the Firm's Georgia IOLTA account pending disbursement and will be disbursed and applied against any unpaid fees and expenses as they arise. At the conclusion of the Firm's representation of the Companies, any unapplied portion will be promptly returned to the Companies.

We further want to advise you that, in responses to any of your requests to provide information to your auditors, our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of such responses, except when such Policy is clearly inapplicable.

Unless previously terminated, our representation of the Companies will terminate upon (1) our sending you our final statement for services rendered in this matter, or (2) if we perform no services with respect to this engagement for twenty-four consecutive months. In that case, at your request any papers and property sent by you to us will be returned to you. The Firm reserves the right to charge administration fees and costs associated with researching, retrieving, copying and delivering such files. Subject to our obligations under applicable bar requirements, we reserve the right to destroy or otherwise dispose of any documents or other materials, including electronic versions, retained by us after the termination of the engagement. In no event, however, will our files pertaining to the matter, including lawyer work product and administrative records as well as document copies, be retained by the Firm for a period of longer than six years. At the expiration of the six-year period, the Firm will destroy your files without notice to you.

All intellectual property and other know-how developed by us in connection with this engagement, including subject matter expertise, whether

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or not preserved in written or electronic form, may be retained by us and used in connection with engagements on behalf of other clients, so long as no confidential information relating to the Companies is thereby disclosed. Further, you hereby consent to the disclosure of our representation of the Companies in future Firm promotional materials.

I am honored to have Aldrich Pump LLC and Murray Boilers LLC as clients and look forward to working with you in defense of the Companies. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms, and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Sincerely,



C. Michael Evert, Jr.

The undersigned confirm that this letter accurately reflects the scope, terms, and conditions with respect to this engagement and that the undersigned's execution and delivery of this confirmation on behalf of the stated entities has been duly authorized by such entities.

Dated: May 18, 2020



Allan Tananbaum, Esq.
Chief Legal Officer
Aldrich Pump LLC
Murray Boiler LLC

EXHIBIT C

Declaration of C. Michael Evert, Jr.

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

DECLARATION OF C. MICHAEL EVERT, JR.

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules"), I, C. Michael Evert, Jr., hereby declare:

1. I am an attorney at law admitted and in good standing to practice in the States of Georgia, Mississippi, and Florida, the Supreme Courts of each of those states, and before the United States District Courts for the Northern, Middle, and Southern Districts of Georgia, the United States District Courts for the Northern and Southern Districts of Mississippi, the U.S. Courts of Appeals for the Fourth, Fifth, and Eleventh Circuits, and the Supreme Court of the United States.

2. I am a name partner with the law firm of Evert Weathersby Houff ("EWH") and am duly authorized to make this declaration on behalf of EWH. I make this declaration in support of the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ Evert Weathersby Houff as Special Asbestos Litigation Counsel as of the*

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.

Petition Date (the "Application").² The facts set forth in this declaration are personally known to me and, if called as a witness, I could and would testify thereto.

EWB's Qualifications

3. EWB, a boutique law firm specializing in mass tort litigation with three offices and 20 attorneys, has represented the Debtors and certain of their non-debtor affiliates in matters related to the defense of asbestos claims since June 2012. I am informed that, as further described in the First Day Declarations and the Informational Brief, the Chapter 11 Cases arise out of tens of thousands of asbestos personal injury claims filed or asserted against the Debtors and their predecessors. I understand that, on May 1, 2020, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"), and Murray's predecessor, the former Trane U.S. Inc. ("Old Trane"), underwent corporate restructurings (together, the "2020 Corporate Restructuring"). I am informed that, as a result of the 2020 Corporate Restructuring, which is described in greater detail in the Pittard Declaration, each of Old IRNJ and Old Trane ceased to exist and four new entities were formed — the Debtors and the Debtors' non-debtor affiliates, Trane Technologies Company LLC ("New Trane Technologies") and Trane U.S. Inc. ("New Trane"). I further understand that, respectively and, as applicable, (a) Aldrich and Murray were allocated certain of Old IRNJ's and Old Trane's assets and became solely responsible for certain of their liabilities, including asbestos-related liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws); and (b) New Trane Technologies and New Trane were allocated all other assets of Old IRNJ and Old Trane and became solely responsible for all other liabilities of Old IRNJ and Old Trane.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

4. As a result of its representation of the Debtors, Old IRNJ, and Old Trane, which included serving, since 2017, as national coordinating counsel for Old IRNJ and Old Trane, EWH possesses extensive knowledge concerning the asbestos-containing products of Old IRNJ and Old Trane, their historical records, company witnesses, the Debtors', Old IRNJ's, and Old Trane's historical asbestos litigation and the management, defense, and settlement of asbestos claims.

5. In its role, at various times EWH served as Old IRNJ's and Old Trane's lead counsel concerning (a) the review of the company's historical documents concerning products they made and/or sold that incorporated asbestos-containing products manufactured by third parties; (b) various discovery issues that arose in multiple jurisdictions with respect to defense of asbestos claims; (c) preparation and defense of company witnesses who gave deposition and/or trial testimony; (d) identification and development of expert witnesses; (e) drafting of significant briefings; (f) management and supervision of local counsel in the preparation of cases for trial; and (g) advice on overall strategic issues with respect to the asbestos litigation. During the course of these Chapter 11 Cases, the Debtors will be called upon to address, among other things, the very issues on which EWH advised as asbestos litigation counsel to Old IRNJ and Old Trane and, in which capacity, EWH has continued to serve the Debtors following the 2020 Corporate Restructuring that created the Debtors.

6. EWH's professionals have worked with relevant personnel and other advisors to collect and evaluate information in connection with preparation for the potential commencement of these Chapter 11 Cases. EWH also has assisted the Debtors in preparing for anticipated formal and informal discovery with representatives of current and future asbestos claimants in these Chapter 11 Cases.

Scope of Proposed Retention

7. EWH anticipates that its services in these Chapter 11 Cases will include:
- (a) counseling, providing strategic advice to, and representing the Debtors in connection with, any and all matters in or outside of these bankruptcy cases arising from or relating to asbestos claims;
 - (b) counseling and representing the Debtors and assisting general bankruptcy counsel in connection with the formulation, negotiation, and promulgation of a plan of reorganization and related documents as these matters relate to asbestos claims;
 - (c) counseling and representing the Debtors and assisting general bankruptcy counsel in connection with reviewing, estimating, and resolving the Debtors' asbestos claims; and
 - (d) performing such other services as may be requested from time to time.

8. As noted above, EWH has substantial expertise in all of these areas. In addition, EWH has become intimately familiar with the Debtors, their history and all aspects of their asbestos litigation as a result of its work for the Debtors, Old IRNJ, and Old Trane prior to the Petition Date. Further, EWH has before served in a similar capacity when it represented Bondex International, Inc. and Specialty Products Holding Corp. as special asbestos litigation counsel in the Chapter 11 proceedings involving those entities. Accordingly, EWH believes it is well-qualified to perform these services for the Debtors.

9. EWH will provide the services described above as special asbestos litigation counsel to the Debtors and will not serve as general bankruptcy and reorganization counsel to the Debtors. EWH believes that the services it will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel, or the other firms retained by the Debtors in these Chapter 11 Cases to assist in asbestos-related matters.

Compensation and Fee Applications

10. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of the Application, EWH intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates for retentions of this nature in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

11. EWH will be compensated at its hourly rates, which are based on the professionals' level of experience. At present, the hourly rates charged by EWH fall within the following ranges:

<i>Billing Category</i>	<i>Range</i>
Partners	\$410 to \$695
Counsel	\$400 to \$500
Associates	\$250 to \$400
Paralegals	\$150 to \$235

12. EWH's hourly rates may change from time to time in accordance with the terms of the Engagement Letter and EWH's established billing practices and procedures. The names, current positions, resident offices, and current hourly rates of those EWH professionals currently expected to spend significant time on these Chapter 11 Cases are attached as Schedule 3 hereto.

13. EWH's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.

14. EWH will maintain detailed, contemporaneous time records and apply to the Court for payment of compensation and reimbursement of expenses in accordance with

applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order, and any additional procedures that may be established by the Court in these Chapter 11 Cases. In addition, EWH understands that interim and final fee awards are subject to approval by this Court.

Disclosure Concerning Disinterestedness

Interested Party List

15. The Debtors have provided EWH with a list of the names of individuals or institutions that are potential significant parties in interest (collectively, the "Interested Parties") in the following categories:

- (a) the Debtors' equity owners;
- (b) the Debtors' non-debtor subsidiaries;
- (c) other non-debtor affiliates of the Debtors;
- (d) managers and officers of the Debtors;
- (e) major current business affiliations of the Debtors' current managers;
- (f) depository and disbursement banks of the Debtors;
- (g) parties to material contracts with the Debtors;
- (h) the Debtors' retained professionals and claims agent in connection with these Chapter 11 Cases;
- (i) the Debtors' significant ordinary course professionals, consultants, and service providers;
- (j) known professionals for certain non-debtor parties in interest;
- (k) contractually indemnified parties of the Debtors;
- (l) major suppliers of goods and services to the Debtors;
- (m) law firms with significant representations of asbestos claimants filed with the Debtors' chapter 11 petitions; and

(n) insurance companies with material insurance policies.

16. The list of Interested Parties also includes available information regarding (a) the Bankruptcy Administrator and employees in the office of the Bankruptcy Administrator and (b) bankruptcy judges for the Western District of North Carolina. The identities of the Interested Parties, developed as of the date hereof, are set forth on Schedule 1 hereto.

Evaluation and Disclosure of Connections

17. To check and clear potential conflicts of interest in these cases, as well as to determine all "connections" (as such term is used in Bankruptcy Rule 2014) to the Debtors, their creditors, other parties in interest, their respective attorneys, the Bankruptcy Administrator, or any person employed in the office of the Bankruptcy Administrator, EWH researched its client database to determine whether it had any relationships with the Interested Parties. To the extent that EWH's research of its relationships with the Interested Parties indicates that EWH has represented in the past two years, or currently represents, any of these entities in matters unrelated to these Chapter 11 Cases, the identity of those entities and such entities' relationship to the Debtors and connection to EWH, are set forth below and in Schedule 2 hereto.

18. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor EWH, nor any partner, associate, or other professional thereof has any connection with the Debtors, their creditors, the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants, except as set forth below:

- (a) EWH has not represented, and does not and will not represent, any entity in matters adverse to the Debtors or their estates with respect to matters on which EWH is to be employed.
- (b) Prior to the Petition Date, EWH performed certain legal services for the Debtors, as national coordinating counsel for asbestos

matters as further described herein, but the Debtors do not owe EWH any amount for services performed prior to the Petition Date.

- (c) Prior to the Petition Date, EWH represented Old IRNJ and Old Trane, as national coordinating counsel for asbestos and other toxic tort matters (the same role it served for the Debtors after the 2020 Corporate Restructuring).
- (d) After the Petition Date through today, EWH represents Trane Technologies Company LLC as national coordinating counsel for toxic tort matters unrelated to these Chapter 11 Cases.
- (e) EWH also represents, or has represented, the following entities at various times and in various capacities in regard to asbestos litigation brought against those entities, which is only related to the Debtors in that these entities are sometimes named as co-defendants in asbestos-related litigation: Affinia Group, Inc., Ametek, Inc., Ashland, Inc., AstenJohnson, Inc., The Austin Company, A.W. Chesterton Company, Akzo Nobel Paints LLC, formerly known as the Glidden Company, BMI/Adience, Inc., Bondex International, Inc., Boston Matthews, Inc., Bruhn Matthews, Inc., Calaveras Asbestos, Ltd., Carboline Company, Cardinal Health, Cashco, Inc., Chevron, U.S.A. Inc., Chicago Rawhide, Copes Vulcan, Croll Reynolds Company, Inc., Daniel International Construction Company, DAP Products Inc., Dillon Supply Company, Eagle Crusher Company, Inc., Electrolux Home Products, Inc., Esab, Inc., The Euclid Chemical Company, Eutectic, Ferro Corporation, Florida Tile, Inc., FMC Corporation, Forney Industries, Foster Wheeler, LLC, The Gates Corporation, General Electric Company, Goulds Electronics, Inc., Hanson Permanente Cement, Inc. and related entities, Harley Davidson, Hobart Brothers LLC, Illinois Tool Works, Industry Products Company, International Paper Company, ITE (including ABB Inc. and related entities), J.H. France Refractories Co., Kaiser Cement Corporation, Kaiser Gypsum Company, Kop-Coat Inc., Knorr Brake Holding Corporation, Lincoln Electric Company, Linde plc, Link-Belt Corporation, Lion Oil Company, Mack Trucks, Inc., Magnetek, Inc., Maxxam, Inc., McMaster-Carr Supply Company, Mid-South Mechanical, Inc., Monsey Products, NMBFil, Inc., Okonite Company, Inc., Owens-Illinois, Inc., Parker Hannifin, Pep Boys-Manny, Moe & Jack, Inc., Pneumo Abex Corporation, Pharmacia LLC fka Monsanto Company, PPG Architectural Finishes, Inc., PPG Architectural Coatings, LLC; Pratt & Whitney Power Systems, Inc., Premier Refractories, Inc., Republic Powdered Metals, Inc., Rexnord Corporation, Rite Engineering & Manufacturing, RPM International, Inc., The Scotts Company, SKF USA Inc., Specialty Products Holding Corp., Spirax Sarco,

Standard Motor Products, Sterling Fluid Systems, LLC, Sur-Seal Gasket & Packing, Inc., Superior Boiler Works, Inc., Tarkett, Inc., Techint Technologies, Inc., Terex Corporation, Trelleborg Coated Systems US Inc., Tremco Incorporated, Unilever United States, Uniroyal, United Technologies Corporation, ViacomCBS Inc., Warren Pumps, LLC, Weil-McLain, Welco Manufacturing, Co., Weyerhaeuser Company, White Consolidated Industries, Inc., and Wilson Snyder Pumps and Zep Inc.

EWH's Services Prior to the Petition Date

19. The Debtors ultimately are owned, through certain intermediate companies, by Trane Technologies plc ("Trane Technologies"). Since June 2012, EWH has provided various legal services to certain of Trane Technologies' subsidiaries, including Old IRNJ and Old Trane. These legal services have included serving as national coordinating counsel with respect to asbestos personal injury claims filed against Old IRNJ and Old Trane in courts across the country.

20. Following the 2020 Corporate Restructuring and through the Petition Date, EWH represented the Debtors as national coordinating counsel in connection with defending prepetition litigation relating to asbestos claims.

21. EWH has not represented, and does not and will not represent, Trane Technologies or any other affiliate of the Debtors in any matter adverse to the Debtors or related to these Chapter 11 Cases. To that end, Trane Technologies has retained McCarter & English, LLP to represent Trane Technologies in matters relating to the Debtors and these Chapter 11 Cases.

**EWH Holds No Adverse Interest with
Respect to Matters Upon Which EWH Shall Be Employed**

22. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, EWH does not represent nor hold any interest adverse to the Debtors or their estates with respect to the matters on which EWH is to be

employed, as required by section 327(e) of the Bankruptcy Code, in that: (a) EWH has no connection with the Debtors, their affiliates, their creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants, except as set forth herein; (b) EWH is not a creditor, equity security holder, or insider of the Debtors; (c) no EWH partner, associate, or other professional is, or was within two years of the Petition Date, a director, officer, or employee of the Debtors; and (d) none of the matters in which EWH represents an Interested Party are adverse to the Debtors or their estates with respect to matters on which EWH is to be employed.

23. Despite the efforts described above to identify and disclose connections with parties in interest in these cases, because the Debtors are part of a large enterprise and have thousands of creditors and other relationships, EWH is unable to state with certainty that every client representation or other connection of EWH has been disclosed. In this regard, if EWH discovers additional information that requires disclosure, EWH will file supplemental disclosures with the Court.

24. In addition, it is my understanding that if a conflict of interest with respect to a party set forth on Schedule 1 or another party in interest later identified in these cases should arise, the Debtors will use the services of other conflicts counsel in connection with that matter.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 18, 2020
Atlanta, Georgia

/s/ C. Michael Evert, Jr.
C. Michael Evert, Jr.
Evert Weathersby Houff

SCHEDULE 1

Potentially Interested Parties

Aldrich Pump LLC, *et al.*

Interested Parties

Debtors

Aldrich Pump LLC
Murray Boiler LLC

Direct Equity Owner of Debtors

Murray Boiler Holdings LLC
Trane Technologies Holdco, Inc.

Debtors' Direct Non-Debtor Subsidiaries

200 Park, Inc.
ClimateLabs LLC

Other Non-Debtor Affiliates

Airco Limited
Alliance Compressors LLC
Amair Limited
Aro De Venezuela, C.A.
Artic Cool Chillers Limited
BEST MATIC INTERNATIONAL
LIMITED
BEST MATIC
VERMOGENSVERWALTUNGS
GmbH
Best-Matic International AB
Calmac Corp.
Climate ETC Technology Services Private
Limited
Compagnie Trane Technologies SAS
Cool Energy Limited
Dallah Trane for Manufacturing Air
Conditioners
DiaSorin International B.V.
Dradnats, Inc.
EBB Holdings Limited
Filairco Technical Services Co., Inc.
Filairco, Inc.
Flowcool Limited
Frigoblock GmbH
FRIGOBLOCK UK LIMITED

Hermann Trane Harrisburg, Inc.
ICS Cool Energy (SAS)
ICS Cool Energy AG
ICS Cool Energy B.V.
ICS Cool Energy GmbH
ICS Cool Energy Investments Limited
ICS COOL ENERGY LIMITED
ICS GROUP HOLDINGS LIMITED
ICS Heat Pumps Limited
ICS RENEWABLE ENERGY LIMITED
ICS SERVICING LIMITED
Industrial Chill Servicing Private Ltd.
Ingersoll-Rand Climate Solutions Private
Limited
Ingersoll-Rand Company of Peru S.A.C.
Ingersoll-Rand Latin America, S. de R.L. de
C.V.
Ingersoll-Rand Manufactura, S. de R.L de
C.V.
INGERSOLL-RAND ZIMBABWE
(PRIVATE) LIMITED
Mitsubishi Electric Trane HVAC US LLC
Murray Boiler Holdings LLC
Nexia Intelligence LLC
Perfect Pitch, L.P.
Prime Air Limited
PT Trane Indonesia
R&O Immobilien GmbH
REFTRANS, S.A.
Société Trane SAS
SPANASHVIEW UNLIMITED
COMPANY
Standard Centennial Property, LLC
Standard Compressors, Inc.
Standard Industrial Mineral Products Corp.
Standard Resources and Development
Corporation
Standard Trane Insurance Company
Standard Trane Insurance Ireland
Designated Activity Company
Standard Trane Warranty Company
T.I. Solutions (Israel) Ltd.
Tast Limited

The Trane Company
Thermo King (Hong Kong) Company
Limited
Thermo King (Shanghai) Co., Ltd.
THERMO KING CONTAINER
TEMPERATURE CONTROL
(SUZHOU) CORPORATION LTD.
THERMO KING CONTAINER-
DENMARK A/S
Thermo King Corporation
Thermo King De Puerto Rico, Inc.
THERMO KING EUROPEAN
MANUFACTURING LIMITED
THERMO KING INDIA PRIVATE
LIMITED
THERMO KING IRELAND LIMITED
Thermo King Japan Limited
Thermo King Manufacturing s.r.o.
THERMO KING PUERTO RICO
MANUFACTURA, INC.
Thermo King Rodamientos, S.L.
THERMO KING SERVICES LIMITED
THERMO KING SOUTH AFRICA (PTY)
LTD.
Thermo King SVC, Inc.
Thermo King Sverige AB
Thermo King Trading Company
THERMO KING TRANSPORTKOELING
B.V.
TK Puerto Rico Aire, Inc.
TK Puerto Rico Comercial, Inc.
TK Puerto Rico Ensamblaje, Inc.
TK Puerto Rico Fabricacion, Inc.
TK Puerto Rico Logistica, Inc.
TK Puerto Rico Operaciones Industriales,
Inc.
TK Puerto Rico Produccion, Inc.
TK Puerto Rico Soluciones Climaticas, Inc.
TK Puerto Rico Tecnologias, Inc.
TM Air Conditioning Sdn. Bhd.
Trane (Europe) Limited
Trane (Ireland) Limited
Trane (Schweiz) GmbH / Trane (Suisse)
S.à.r.l.
Trane (Thailand) Limited
Trane Air Conditioning Products Limited

Trane Air Conditioning Systems (China) Co.
Ltd.
Trane Air Conditioning Systems and Service
Co., Limited
Trane AirConditioning Pte. Ltd.
Trane Aire Acondicionado S.L.
Trane Bermuda Ltd.
Trane Brands, Inc.
Trane Buford LLC
Trane BVBA
Trane Canada, L.P.
Trane Canada ULC
Trane Central America, Inc.
Trane China Holdings Limited
TRANE CLIMATE MANUFACTURING
S.R.L.
Trane CR Spol sro.
Trane Croatia d.o.o. za trgovinu
Trane de Argentina S.A.
Trane de Chile S.A.
Trane de Colombia S.A.
Trane Deutschland GmbH
Trane Distribution Pte. Ltd.
Trane do Brasil Indústria e Comércio de
Produtos para Condicionamento de Ar
Ltda.
Trane Dominicana, S.R.L.
Trane Egypt LLC
Trane Energy Choice LLC
Trane Energy Services LLC
Trane Energy-Saving Services (Shanghai)
Co., Ltd.
Trane Europe Holdings B.V.
Trane Export LLC
Trane Finance SPRL
Trane Foundation of New York
TRANE FRANCE SAS
Trane GmbH
Trane GP, Inc.
Trane Grid Services LLC
Trane Hellas S.A.
Trane Holding Co.
Trane Holding Limited
Trane Holdings Company YK
Trane Hungary KFT
Trane Inc.

Trane Inc. Of Delaware
Trane India Ltd.
Trane International, Inc.
Trane IP, Inc.
Trane Italia S.r.L
Trane Japan, Ltd.
Trane Klima Ticaret AS
Trane Korea, Inc.
Trane Kuwait Airconditioning Co. WLL
Trane Malaysia Sales & Services SDN.
BHD.
Trane Maroc S.A.R.L. AU
Trane Netherlands B.V.
Trane NY, Inc.
Trane Poland sp. z o.o.
Trane Portugal
Trane Puerto Rico LLC
Trane Qatar LLC
Trane Romania S.R.L.
Trane S.A.
Trane S.A.E.
Trane Servicefirst, C.A.
Trane Services Limited
Trane Singapore Enterprises Pte. Ltd.
Trane Sistemas Integrales, S. de R. L.
de C. V.
TRANE SUPPORT SAS
Trane Sweden AB
Trane Systems Solutions of Panama, Inc.
Trane Taiwan Distribution Ltd.
Trane Technologies Charitable Foundation
Trane Technologies Company LLC
Trane Technologies Costa Rica Sociedad
Anonima
Trane Technologies European Holding
Company B.V.
Trane Technologies Financial Services
Corporation
Trane Technologies Financing Limited
Trane Technologies Finland Oy
Trane Technologies Funding Ltd.
Trane Technologies Global Holding
Company Limited
Trane Technologies GmbH
Trane Technologies Holdco, Inc.
Trane Technologies Holdings B.V.

TRANE TECHNOLOGIES INDÚSTRIA,
COMÉRCIO E SERVIÇOS DE AR-
CONDICIONADO LTDA.
Trane Technologies International Finance
Limited
Trane Technologies International Limited
Trane Technologies Irish Holdings
Unlimited Company
Trane Technologies Latin America B.V.
Trane Technologies Lux Euro III Financing
S.à.r.l.
Trane Technologies Lux Holdings II
Company S.à.r.l.
Trane Technologies Lux International
Holding Company S.à.r.l.
Trane Technologies Luxembourg Finance
S.A.
Trane Technologies Luxembourg United
S.à.r.l.
Trane Technologies PLC
Trane Technologies Rus LLC
Trane Technologies S.A.
Trane Technologies s.r.o.
Trane Technologies Sales Company LLC
TRANE TECHNOLOGIES SERVIÇOS
LTDA.
Trane Technologies Worldwide Capital
S.à r.l.
Trane Thermo King (Shanghai) Enterprise
Management Co., Ltd.
Trane Thermo King Pty Ltd.
Trane U.S., Inc.
Trane UK Limited
Trane Vidalia LLC
Trane Vietnam Services Company Limited
Trane, S.A. de C.V.
TRICOOL THERMAL LIMITED
TSI Anstalt Ltd.
TUI Holdings Inc.
TwentyThreeC LLC
TYS Limited
World Standard Ltd.

Managers and Officers of the Debtors

Marc Dufour
Ray Pittard

Amy Roeder
Allan Tananbaum
Manlio Valdes
Robert Zafari

Major Current Business Affiliations of Debtors' Managers

200 Park, Inc.
Advent International Corp.
ClimateLabs LLC
Family Connections NJ
Thermo King India Private Limited
TK Corporation
Trane Technologies Charitable Foundation
Trane Technologies PLC

Depository and Disbursement Banks

JP Morgan Chase

Parties to Material Contracts, Unexpired Leases, and License Agreements with the Debtor

National Economic Research Associates,
Inc. (NERA)
Navigant Consulting, Inc.
PACE Claim Services
The Claro Group

Debtors' Retained Professionals and Claims Agent

AlixPartners LLP
Bates White LLC
Evert Weathersby Houff
Jones Day
K&L Gates LLP
Kurtzman Carson Consultants LLC
Rayburn Cooper & Durham, P.A.

Debtors' Significant Ordinary Course Professionals, Consultants, and Service Providers

Adler Cohen Harvey Wakeman &
Guekguezian LLP
Belin McCormick PC
Cardno Chemrisk
Christopher Shea Goodwin, Attorney at Law
LLLC

Courington Kiefer & Sommers LLC
Dentons Bingham Greenebaum LLP
Foley & Lardner LLP
Fox Rothschild LLP
Frantz McConnell and Seymour LLP
Frilot LLC
Gordon Rees Scully Mansukhani, LLP
Kemp Smith LLP
Kenny Shelton Liptak and Nowak LLP
Kitch, Drutchas, Wagner, Valitutti &
Sherbrook

Kuchler Polk Weiner, LLC
Law Offices of Timothy Clark, P.A.
Litchfield Cavo LLP
Maron Marvel Bradley Anderson & Tardy
LLC

Marshall Dennehey Warner Coleman and
Goggin
McAfee & Taft
Meagher & Geer P.L.L.P.
Nelson Mullins Riley and Scarborough LLP
Parker Poe Adams & Bernstein LLP
Parsons Behle
Pascarella Divita PLLC
Prindle Goetz Barnes & Reinholtz
Rasmussen, Dickey & Moore LLC
Snell & Wilmer LLP
Spotts Fain, PC
The Roberts Litigation Group
Tucker Ellis LLP
Ugrin Alexander Zadick PC
Verrill Dana LLP

Known Professionals for Certain Non-Debtor Parties in Interest

McCarter & English, LLP

Contractually Indemnified Parties

Ansaldo S.p.A.

ASD Acquisition Corp.
Dresser-Rand Company
Flowserve Corporation
Flowserve Red Corporation
FRC Acquisitions LLC
Ideal Standard International Holding Sarl
Ingersoll-Dresser Pump Company
Ingersoll-Rand U.S. HoldCo., Inc
Murray Turbomachinery Corporation
Rail Acquisition Corp.
Tuthill Energy Systems
Tuthill Pump Company
WABCO Holdings Inc.
Westinghouse Air Brake Company (or
WABCO)

Major Suppliers of Goods and Services

Trane Technologies Company LLC
Trane U.S., Inc.

**Law Firms with Significant
Representations of Asbestos Claimants**

Baron & Budd, PC
Bevan & Associates, LPA, Inc.
Brent Coon & Associates
Cooney & Conway
Early, Lucarelli, Sweeney & Meisenkothen
Goldberg, Persky White, P.C.
Howard & Reed
Law Offices of Peter G. Angelos, P.C.
Motley Rice LLC
Nix, Patterson, LLP
Provost Umphrey Law Firm, L.L.P.
Reaud, Morgan & Quinn, L.L.P.
Simmons Hanly Conroy LLC
SWMW Law, LLC
The Ferraro Law Firm, P.A.
The Gori Law Firm PC
The Lanier Law Firm, P.C.

The Law Offices of Peter T. Nicholl
Weitz & Luxenberg, PC
Wilentz, Goldman & Spitzer, P.A.

Material Insurers

Affiliated FM Insurance Company
AIG Property Casualty Company
AIU Insurance Company
Allianz Underwriters Insurance Company
Allstate Insurance Company
Employers Insurance Company of Wausau
Fireman's Fund Insurance Company
Granite State Insurance Company
Hudson Insurance Company
Landmark Insurance Company
Lexington Insurance Company
National Union Fire Insurance Company of
Pittsburgh, PA
TIG Insurance Company
Travelers Casualty and Surety Company

**Employees of the Bankruptcy
Administrator's Office for the Western
District of North Carolina**

Alexandria Kenny
Anne Whitley
David Shepherd
Katrina Adams
Sarah Scholz
Shelley K. Abel

**Bankruptcy Judges for the Western
District of North Carolina**

Judge George Hodges
Judge J. Craig Whitley
Judge Laura T. Beyer

SCHEDULE 2

Disclosure Schedule

1. EWH currently represents Trane Technologies Company LLC, listed as a Major Supplier of Goods and Services, in matters unrelated to these Chapter 11 Cases but relating to toxic tort litigation involving that entity.

2. EWH currently receives payments directly from listed Material Insurers Allianz Underwriters Insurance Company, Allstate Insurance Company, TIG Insurance Company, Travelers Casualty and Surety Company, and Fireman's Fund Insurance Company for EWH's representation of insureds of those entities.

SCHEDULE 3

Nonexclusive List of Certain Professionals and
Their Current Standard Hourly Rates as of June 2020

NAME	LOCATION	POSITION	BILLING RATE IN EFFECT AS OF THE PETITION DATE
Rikard L. Bridges	Athens	Partner	\$525.00
C. Michael Evert, Jr.	Atlanta	Partner	\$695.00
Richard M. Lauth	Atlanta	Partner	\$410.00
Amy Lou Reynolds	Athens	Counsel	\$400.00
Eileen S. Wright	Atlanta	Counsel	\$420.00
Clare M. Maisano	Baltimore	Associate	\$315.00
Sarah M. Canup	Atlanta	Paralegal	\$235.00
Carrie L. Menegigian	Atlanta	Paralegal	\$180.00

EXHIBIT D

Disclosure of Compensation

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-____ (___)

(Joint Administration Requested)

DISCLOSURE OF COMPENSATION OF EVERT WEATHERSBY HOUFF

Pursuant to section 329(a) of the Bankruptcy Code, Bankruptcy Rule 2016(b), and Local Bankruptcy Rule 2016-1, C. Michael Evert, Jr. hereby certifies as follows:

1. I am a name partner with the law firm of Evert Weathersby Houff ("EWH") and am duly authorized to make this Disclosure of Compensation on behalf of EWH in connection with the *Ex Parte Application of the Debtors for an Order Authorizing Them to Retain and Employ Evert Weathersby Houff as Special Asbestos Litigation Counsel as of the Petition Date* (the "Application").² The facts set forth in this Disclosure of Compensation are personally known to me and, if called as a witness, I could and would testify thereto.

2. Prior to the Petition Date, on May 5, 2020 and June 2, 2020, the Debtors paid EWH retainers totaling \$900,000 for professional services and expenses (the "Retainers").

3. EWH requests that it be permitted to hold any amounts comprising the Retainers (following the reconciliation described herein) as a postpetition retainer subject to the terms of the Interim Compensation Order.

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.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

4. In the one-year period preceding the Petition Date,³ EWH received payments from the Debtors totaling \$1,900,151.98 (collectively, the "Prepetition Payments"). The Prepetition Payments reflect: (a) certain actual fees and expenses, to the extent determined, as of May 31, 2020, including \$1,106,268.24 paid for work performed prior to the 2020 Corporate Restructuring on behalf of Old IRNJ and Old Trane and \$568,883.74 in fees and expenses applied against the Retainers for work performed following the 2020 Corporate Restructuring for Aldrich and Murray; and (b) \$225,000 for unbilled, anticipated, and/or estimated fees and expenses for the period from June 1, 2020 through June 17, 2020 (just before the Petition Date) (the "Estimated Amount").⁴

5. EWH expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Retainers on or about that date; and (c) disclose such adjustment in its first interim fee application. If EWH's unbilled actual fees and expenses for the period prior to the Petition Date are more than the Estimated Amount, the Retainers will be reconciled and applied to pay the difference. If EWH's unbilled actual fees and expenses for the period prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Retainers and utilized by EWH consistent with the terms of the Interim Compensation Order. EWH will not apply any portion of the Retainers to fees and expenses incurred from and after the Petition Date unless and

³ Because the Debtors were formed on May 1, 2020, these payments only reach back to that date.

⁴ In the one-year period preceding the Petition Date and before the formation of the Debtors, EWH also received payments from Old IRNJ and Old Trane totaling \$2,298,929.71 for fees and expenses relating to certain prepetition legal services in connection with its work for Old IRNJ and Old Trane. In addition, pursuant to the merger agreements executed in connection with the 2020 Corporate Restructuring, fees incurred for work performed by EWH prior to the 2020 Corporate Restructuring were transferred to Aldrich and Murray, along with the other asbestos-related liabilities.

until authorized to do so by a further order of this Court, including an Interim Compensation Order.

6. As of the Petition Date, the balance of the Retainers was \$106,116.26. An accounting of prepetition payments made to EWH by the Debtors in the one-year period preceding the Petition Date is attached hereto as Schedule 1.

7. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor EWH, nor any partner or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in any capacity in connection with these Chapter 11 Cases, other than as permitted by the Bankruptcy Code. EWH has not agreed to share compensation received in connection with this case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b) in respect of the sharing of compensation among EWH's partners.

Dated: June 18, 2020
Atlanta, Georgia

/s/ C. Michael Evert, Jr.
C. Michael Evert, Jr.
Evert Weathersby Houff

SCHEDULE 1

Accounting Summary of Payments

<u>PAYMENTS RECEIVED FROM THE DEBTORS FOR INVOICES</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED FROM THE DEBTORS
May 12, 2020	\$308,678.97	Various services from August 2019 – March 2020 performed for Old IRNJ and Old Trane	\$308,678.97
May 13, 2020	\$160,292.52	Various services from October 2019 – January 2020 performed for Old IRNJ and Old Trane	\$160,292.52
May 15, 2020	\$276,632.63	Various services from January 2020 – March 2020 performed for Old IRNJ and Old Trane	\$276,632.63
May 20,2020	\$12,038.96	Various services from January 2020 performed for Old IRNJ and Old Trane	\$12,038.96
May 22, 2020	\$251,405.19	Various services from December 2019 – March 2020 performed for Old IRNJ and Old Trane	\$251,405.19
June 9, 2020	\$97,219.97	Various services from January 2020 – March 2020 performed for Old IRNJ and Old Trane	\$97,219.97
Total Invoice Payments Received From The Debtors:			\$1,106,268.24
<u>RETAINER PAYMENTS RECEIVED FROM THE DEBTORS</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED FROM THE DEBTORS
May 5, 2020	\$700,000.00	Retainer	\$700,000.00
June 2, 2020	\$200,000.00	Retainer	\$200,000.00

TOTAL RETAINER PAYMENTS RECEIVED FROM THE DEBTORS:			\$900,000.00
<u>APPLICATIONS OF THE RETAINERS</u>			
DATE	INVOICE AMOUNT	TRANSACTION	RETAINER AMOUNT APPLIED
June 12, 2020	\$269,077.34	April Services	\$269,077.34
June 16, 2020	\$299,806.40	May Services	\$299,806.40
June 17, 2020	\$225,000.00	June Services	\$225,000.00
TOTAL APPLICATIONS OF THE RETAINERS:			\$793,883.74
<u>BALANCE OF THE RETAINERS</u>			
BALANCE OF THE RETAINERS AS OF THE PETITION DATE:			\$106,116.26