

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**JOINT MOTION OF THE DEBTORS AND THE FUTURE CLAIMANTS'
REPRESENTATIVE FOR AN ORDER (I) ESTABLISHING
A BAR DATE FOR CERTAIN KNOWN ASBESTOS CLAIMS,
(II) APPROVING PROOF OF CLAIM FORM, (III) APPROVING
PERSONAL INJURY QUESTIONNAIRE, (IV) APPROVING
NOTICE TO CLAIMANTS, AND (V) GRANTING RELATED RELIEF**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), and Joseph W. Grier, III, as the representative for future asbestos claimants in the above-captioned cases (the "Future Claimants' Representative"), jointly move the Court (the "Joint Motion") for the entry of an order:

- (i) establishing a bar date for known mesothelioma and lung cancer claims asserted against the Debtors or their predecessors prior to June 18, 2020 (the "Petition Date");
- (ii) approving proof of claim form;
- (iii) approving a questionnaire for submitted claims;
- (iv) approving notice of the bar date and the questionnaire; and
- (v) granting related relief.

In support of this Joint Motion, the Debtors and the Future Claimants' Representative respectfully represent as follows:

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.



Preliminary Statement

The Debtors' objective in these cases is the rational and permanent resolution of asbestos litigation against them in a manner beneficial to both the Debtors and asbestos claimants. The overwhelming majority of such claimants are future claimants—those whose injuries will manifest in the future. This Court has tasked the Future Claimants' Representative with protecting such claimants. That protection can only occur upon the creation of a court-approved, funded asbestos trust, able to pay claimants with injuries from exposure to asbestos fibers in the Debtors' historical products, pursuant to fair, objective, and transparent procedures. The Future Claimants' Representative's objective in these cases is the prompt creation of such a trust along the broad lines of the trust previously approved by this Court in the Garlock case,² with appropriate adjustments to reflect the nature of the Debtors' product history.

To achieve prompt creation of such an asbestos trust, the Debtors and the Future Claimants' Representative are committed to commencing negotiations among themselves, the Official Committee of Asbestos Personal Injury Claimants (the "Asbestos Committee"), and the Debtors' insurers. But for informed negotiations to take place, all parties require greater certainty and further information regarding the Debtors' asbestos claims pool. It is not necessary, however, that the claimant information be exhaustive; nor should the process for obtaining it be burdensome, unduly complicated, or time-consuming. Indeed, here, the Joint Motion only seeks basic information concerning known mesothelioma and lung cancer claims that were asserted against the Debtors or their predecessors prior to the Petition Date. No information is sought at this time from non-malignant claimants, which only account for 5% of the Debtors' recent

² In re Garlock Sealing Techs., LLC, No. 10-31607 (Bankr. W.D.N.C. 2010).

asbestos payments.³ Further, the Joint Motion contemplates a straightforward two-step process, consistent with the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and well-established precedent. The first step is that claimants submit a two-page proof of claim form requiring similar information to that previously approved by this Court in Garlock. The second step of the process, a questionnaire, only applies to those who actually submit a claim. The questionnaire seeks information that will be readily available to claimants, almost all of whom had pending lawsuits against the Debtors prior to the Petition Date. As with the proof of claim form, the questionnaire is substantively similar to the questionnaires approved in Garlock.

General Background

1. On June 18, 2020, the Debtors commenced their reorganization cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases have been consolidated for procedural purposes only and are being administered jointly.

2. 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 in the Declaration of Ray Pittard in Support of First Day Pleadings [Dkt. 27] and the Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases [Dkt. 29], which were filed on the Petition Date. The Debtors also filed the Informational Brief of Aldrich Pump LLC and Murray Boiler LLC [Dkt. 5] to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these Chapter 11 Cases.

³ Both the Debtors and the Future Claimants' Representative envisage later seeking a broadly noticed bar date for all other asbestos claimants similar to the process approved by the Court in the Garlock case. To get to that point, however, the parties first need focused data on known mesothelioma and lung cancer claims.

3. On July 7, 2020, the Court entered an order [Dkt. 147] appointing the Asbestos Committee in these Chapter 11 Cases.

4. On August 3, 2020, the Debtors filed their schedules of assets and liabilities and statements of financial affairs [Aldrich Dkt. 207, Murray Dkt. 19] (collectively, the "Schedules").

5. On August 28, 2020, the Debtors filed a motion [Dkt. 297] (the "PIQ Motion") seeking entry of an order directing all persons with mesothelioma or lung cancer claims against one or both of the Debtors to complete and submit a questionnaire seeking basic information about such claims. On October 7, 2020, the Debtors withdrew the PIQ Motion without prejudice.

6. On October 14, 2020, the Court entered an order [Dkt. 389] appointing Joseph W. Grier, III as the Future Claimants' Representative.

Prepetition Asbestos Claims Against the Debtors

7. As of the Petition Date, according to their records, the Debtors were subject to nearly 100,000 pending asbestos-related bodily injury claims. Over 80% of those pending claims are classified as "non-malignant" or "unknown" disease in the Debtors' records. Further, nearly 80% of the pending claims were filed more than 10 years prior to the Petition Date.

8. While determining the true scope of the old, non-malignant claims will become necessary in the future, it is not required to commence meaningful negotiations between the parties. That is because over 80% of Aldrich's and Murray's payments to asbestos claimants in the five years before the Petition Date related to mesothelioma and over 15% related to lung cancer. As of the Petition Date, the Debtors' records list approximately 8,100 pending mesothelioma claims and 8,400 pending lung cancer claims against them. Given the undoubted

importance of the existing pool of malignant claims, the Joint Motion focuses on those claims alone.

Jurisdiction

9. This Court has 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 for this matter is proper in this district pursuant to 28 U.S.C. § 1409.

Relief Requested

10. Pursuant to sections 105 and 501 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3003(c), the Debtors and the Future Claimants' Representative jointly seek the entry of an order substantially in the form attached hereto as Exhibit A (the "Prepetition Asbestos Claims Bar Date Order"):

- (a) establishing March 22, 2021 as the bar date (the "Prepetition Asbestos Claims Bar Date") by which claimants must submit a proof of claim in these Chapter 11 Cases for any mesothelioma or lung cancer claim asserted against either Debtor or its predecessors prior to the Petition Date (collectively, the "Prepetition Asbestos Claims");⁴
- (b) approving a proof of claim form substantially in the form attached to the Prepetition Asbestos Claims Bar Date Order as Exhibit 1 (the "Prepetition Asbestos Claim Form") to be used by holders of Prepetition Asbestos Claims;
- (c) directing all claimants who submit a Prepetition Asbestos Claim Form to complete and submit a personal injury questionnaire substantially in the

⁴ Prepetition Asbestos Claims include all claims against the Debtors asserted in a lawsuit prior to the Petition Date for mesothelioma or lung cancer relating in any way to asbestos or asbestos-containing products for which the Debtors or their predecessors-in-interest, including the former Ingersoll-Rand Company, a New Jersey corporation ("Old IRNJ") and Trane U.S. Inc. ("Old Trane") are alleged to be responsible; provided, however, that Prepetition Asbestos Claims do not include asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws; provided, further, that for law firms party to an agreement permitting either Debtor, Old IRNJ, or Old Trane to resolve claims against them without being named as a defendant in a lawsuit in the tort system, the Prepetition Asbestos Claims Bar Date will apply to all mesothelioma or lung cancer claims which were, or could have been, asserted by such law firms against the Debtors or their predecessors prior to the Petition Date pursuant to the terms and conditions of such agreement(s), and for which a lawsuit was filed against any entity in the tort system prior to June 18, 2020 (the "Settlement Agreement Claims").

form attached to the Prepetition Asbestos Claims Bar Date Order as Exhibit 3 (each, a "Questionnaire");

- (d) approving the form and manner of notice of the Prepetition Asbestos Claims Bar Date and the requirement to submit the Questionnaire; and
- (e) granting related relief.

11. The Prepetition Asbestos Claims Bar Date will only apply to Prepetition Asbestos Claims. It will not apply to any other claim or demand against, or interest in, the Debtors including, without limitation: (a) non-asbestos-related claims, (b) asbestos-related claims on account of diagnoses other than mesothelioma or lung cancer, (c) asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws, and (d) claims against one or both of the Debtors based on, arising out of, or related to asbestos-related injury, disease, or death that either (i) except for any Settlement Agreement Claims had manifested, become evident, or been diagnosed as of the Petition Date, but for which a claim had not been asserted against one or both of the Debtors as of the Petition Date, or (ii) had not manifested, become evident, or been diagnosed as of the Petition Date.

Argument

A. Establishment of a Bar Date for Prepetition Asbestos Claims Is Critical for the Debtors' Reorganization

12. A bar date is an integral part of a bankruptcy case because it permits the court and interested parties to identify the scope and nature of claims against a debtor to be resolved by any plan of reorganization. See In re Hooker Invs., Inc., 937 F.2d 833, 840 (2d Cir. 1991) (bar date identifies claims and "does not function merely as a procedural gauntlet," but as an "integral part of the reorganization process"); In re Keene Corp., 188 B.R. 903, 907 (Bankr. S.D.N.Y. 1995) (same).

13. Recognizing the critical need for claim information, the Bankruptcy Rules

require the fixing of a bar date. Bankruptcy Rule 3003(c)(3) provides that, "[t]he court shall fix . . . the time within which proofs of claim or interest may be filed." Fed. R. Bankr. P. Rule 3003(c)(3) (emphasis added). Bankruptcy Rule 3003(c)(2) further requires creditors with claims scheduled as "disputed, contingent, or unliquidated"⁵ to file proofs of claim and provides that any claimant who fails to file a claim "shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution." Fed. R. Bankr. P. Rule 3003(c)(2).

14. There are no exceptions to these requirements, as the Fourth Circuit has already held in the mass tort context. See In re A.H. Robins Co., Inc., 862 F.2d 1092, 1095 (4th Cir. 1988) (citation omitted) ("Since these claims are unliquidated and possibly disputed, it is necessary for the claimant to file a proof of claim. Further, that proof of claim must be filed within the time fixed by the Court and any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.").

15. This Court reached the same conclusion as to current asbestos claims in the Garlock case upon the motion of the Future Claimants' Representative for a bar date:

I think bankruptcy law generally requires a bar date. The Rule, of course, 3003 says it. The language of the Rule and the Code, generally, are clear and unambiguous in this point and that means my job's to enforce it, not to go looking for other constructions.

I believe on two occasions the Fourth Circuit has touched on this in the Robins case earlier and the latter have been both briefed, but they're both consistent with the Rule meaning what it says, that you have to have a bar date and that there are good reasons for that.

As to the Committee's arguments that these weren't asbestos decisions and a different rule should apply, well, I hear you. I understand this is a very technical area of the law, but I think those arguments have to be made to the Legislature, not, not to me. I've got to live with the Rules that they have given us. So in that instance, I think it's really the case and it appears to be fairly common in the asbestos area.

⁵ The Debtors' Schedules listed all Prepetition Asbestos Claims as disputed, contingent, and unliquidated.

So for all the reasons that the . . . FCR has argued in favor of the bar date, I think we have to have one.

In re Garlock Sealing Techs., LLC, No. 10-31607 (JCW) Hr'g Tr. at 6:20-7:15 [Dkt. 4347] (Bankr. W.D.N.C. Jan. 26, 2015) (attached hereto as Exhibit B).

16. Understanding that bar dates are not discretionary, many courts, including, of course, this Court, have approved them in mass tort cases—including asbestos cases. See, e.g., In re A.H. Robins Co., Inc., 862 F.2d at 1095-97 (enforcing bar date process established for contraceptive device claimants); Maressa v. A.H. Robins Co., Inc., 839 F.2d 220, 221 (4th Cir. 1988) (same); Jones v. Chemetron Corp., 212 F.3d 199, 205 (3d Cir. 2000) (enforcing bar date established for toxic tort claimants asserted by individuals in vicinity of nuclear waste dump); In re Garlock Sealing Techs., LLC, No. 10-31607 (JCW) [Dkt. 4542] (Bankr. W.D.N.C. Apr. 10, 2015) ("Garlock Pending Claims Order") (setting bar date for asbestos personal injury claims); In re Specialty Prods. Holding Corp., No. 10-11780 (PJW) Hr'g Tr. at 40:8-10 [Dkt. 4286] (Bankr. D. Del. Nov. 5, 2013) & Hr'g Tr. at 6:10-14 [Dkt. 4458] (Bankr. D. Del. Jan. 7, 2014) (ruling in favor of a bar date for asbestos claims); In re W.R. Grace & Co., No. 01-01139 (JKF) [Dkt. 13061] (Bankr. D. Del. Aug. 24, 2006) ("W.R. Grace Order") (setting bar dates for asbestos personal injury claims); In re The Babcock & Wilcox Co., 2000 WL 36743341, at *9 (E.D. La. Aug. 25, 2000) (approving bar date for asbestos personal injury claims); In re Dow Corning Corp., 211 B.R. 545, 554 (Bankr. E.D. Mich. 1997) (setting bar date for claimants alleging that breast implants caused disease); In re Celotex Corp., 204 B.R. 586, 593 (Bankr. M.D. Fla. 1996) (noting that court established a bar date for asbestos bodily injury claims); In re Eagle-Picher Indus., Inc., 137 B.R. 679, 680-81 (Bankr. S.D. Ohio 1992) (concluding that a bar date should be set for asbestos personal injury claimants); In re Best Prods. Co., Inc., 140 B.R. 353, 357 (Bankr.

S.D.N.Y. 1992) (noting that bar date applies to personal injury claimants in chapter 11 reorganizations).

17. The Debtors and the Future Claimants' Representative submit that now is the appropriate time for entry of the required bar date. No party benefits from these cases languishing in bankruptcy. The Debtors and the Future Claimants' Representative are focused on ensuring that these cases progress towards a resolution that will fairly compensate asbestos claimants through a court-approved trust without further delay. The information sought by this Joint Motion will inform and enhance the formulation, negotiation, and finalization of a plan of reorganization to establish such a trust. Delay in obtaining this information will stymie that goal. Apart from extending the timeline for these cases, it will render the pool of known mesothelioma and lung cancer claims an increasingly unreliable gauge for current claims as time passes and new, unknown, claims manifest.

B. The Prepetition Asbestos Claim Form

18. Because Official Form 410—the standard proof of claim form for bankruptcy cases—does not suit every circumstance in every case, various courts, including this Court, have approved modified proof of claim forms in mass tort cases, including for asbestos claims. See, e.g., In re A.H. Robins Co. Inc., 862 F.2d at 1093 (enforcing "two-tier" proof of claim process involving initial form indicating intent to make a claim followed by two-page questionnaire providing information regarding the claimant's alleged injury); Garlock Pending Claims Order (approving combined ballot and proof of claim form for asbestos claimants); W.R. Grace Order (approving modified proof of claim form for asbestos claimants with different requirements for settled and unsettled asbestos claims); In re Dow Corning Corp., 250 B.R. 298, 310 (Bankr. E.D. Mich. 2000) (noting approval of modified proof of claim forms); In re Babcock & Wilcox Co., 2000 WL 1511175, at *1 (E.D. La. Oct. 6, 2000) (approving modified proof of

claim form for asbestos claims requesting, among other things, medical, product, and exposure information).

19. The Debtors and the Future Claimants' Representative likewise propose a simple, two-page proof of claim form for Prepetition Asbestos Claims. The form, derived from Official Form 410, removes requirements irrelevant to asbestos claims and makes certain relevant additions, including the requirements that the party submitting the claim provide certain identifying information, designate the applicable disease (mesothelioma or lung cancer), and make the following basic certifications:

- (a) the claimant is the holder of a Prepetition Asbestos Claim that has not been dismissed with prejudice or settled and paid, and is not known to be time-barred;
- (b) the person upon whose injury the Prepetition Asbestos Claim is based (the "Injured Party") was diagnosed with pleural or peritoneal or other mesothelioma or lung cancer, based on, or as evidenced in, medical records or similar documentation in the possession of the claimant, his or her attorney, or the physician of the claimant or Injured Party;
- (c) the Injured Party was exposed to asbestos fibers released from asbestos-containing products for which the Debtors or their predecessors-in-interest, including Old IRNJ and Old Trane, are alleged to be responsible ("Asbestos Exposure"); and
- (d) if these certifications are made by the holder's attorney, the attorney is authorized by such holder to represent that the Injured Party has (or, if deceased, had) the disease noted on the Prepetition Asbestos Claim Form and Asbestos Exposure.

See Prepetition Asbestos Claim Form, attached as Exhibit 1 to the Prepetition Claims Bar Date Order. The submitting party must make these certifications "under penalty of perjury, that [he or she has] performed the due diligence necessary to investigate [the] claim, said due diligence has been documented and preserved, and said due diligence obtained admissible evidence that, to the best of [the party's] knowledge, information, and reasonable belief, the . . . matters are true and correct."

20. The certifications are substantively identical to the certifications approved by this Court in the combined ballot/proof of claim form for current asbestos claimants in Garlock. See Garlock Pending Claims Order, ¶¶ 10, 11, 21, 22, and Ex. 2;⁶ Exhibit B at 10:4-8 ("I think the claimants will need to make certifications. For the current class we're talking about, of asbestos claimants and, that they have been diagnosed with an asbestos disease and they've been exposed to the products of the debtor."). The certifications are equally appropriate here and are a necessary component of the Prepetition Asbestos Claim Form. They are designed to ensure that a claimant can assert a disease diagnosis and exposure to asbestos from the Debtors' historical products and that only those claims are factored into any analysis of the Debtors' asbestos liabilities.⁷

21. Asbestos claims asserted against Aldrich and Murray arise from various equipment employed under different circumstances and implicate different insurance coverage. The Debtors and the Future Claimants' Representative propose that claimants be required to submit only one Prepetition Asbestos Claim Form, but that they identify whether the claim is against Aldrich, Murray, or both Debtors.

C. The Procedures for Providing Notice of the Bar Date and Submitting Prepetition Asbestos Claim Forms

22. As soon as practicable, but in any event no later than five business days after the date the Court enters an order approving the Joint Motion, the Debtors intend to serve

⁶ A copy of the Proof of Claim, Ballot, and Voting Instructions for Debtors' Second Amended Plan of Reorganization, Dated January 14, 2015 for holders of "Current GST Asbestos Claims" is attached hereto as Exhibit C.

⁷ Many asbestos claims listed as pending in the Debtors' records as of the Petition Date have been pending for several years with little activity. The Debtors believe that a number of these claims have been dismissed without recorded notice to the Debtors, while others—with a decade or more of inactivity—may have been abandoned. In the Garlock case, for example, a questionnaire process determined that thousands of claims pending in the tort system against Garlock were no longer being pursued. If a similar pattern exists in these cases, the proposed bar date process will provide much needed clarity regarding the Debtors' pending asbestos claims.

on counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their Schedules: (a) a notice of the Prepetition Asbestos Claims Bar Date and the requirement to submit a Questionnaire, substantially in the form attached to the Prepetition Asbestos Claims Bar Date Order as Exhibit 2 (the "Bar Date / Questionnaire Notice"); (b) a Prepetition Asbestos Claim Form; (c) a copy of the Prepetition Asbestos Claims Bar Date Order; and (d) an individualized list of claimants represented by such counsel (collectively, (a)-(d), the "Notice Package"), by first class United States mail, postage prepaid.⁸

23. Such actual notice satisfies due process with respect to known claimants. See In re Crystal Oil Co., 158 F.3d 291, 297 (5th Cir. 1998); In re J.A. Jones, Inc., 416 B.R. 202, 207 (Bankr. W.D.N.C. 2009). And, this Court already has ruled that this manner of notice is appropriate for asbestos claimants in these cases.⁹

24. Among other things, the Bar Date / Questionnaire Notice will state that Prepetition Asbestos Claim Forms must be completed and submitted electronically through the electronic claims filing system maintained by Kurtzman Carson Consultants LLC ("KCC"), the Debtors' claims and noticing agent, **by no later than 5:00 p.m. (prevailing Eastern time) on**

⁸ To the extent the Bankruptcy Code or Bankruptcy Rules including, without limitation, Bankruptcy Rule 2002, require service of notice of the Prepetition Asbestos Claims Bar Date on any other parties in interest in these Chapter 11 Cases, the Debtors request waiver of any such requirement.

⁹ See Order (I) Authorizing the Filing of (A) Consolidated Master List of Creditors and (B) Consolidated List of 20 Law Firms With Significant Asbestos Cases Against the Debtors in Lieu of Lists of 20 Largest Unsecured Creditors; (II) Approving Certain Notice Procedures for Asbestos Claimants; and (III) Approving the Form and Manner of Notice of Commencement of These Cases [Dkt. 112] ¶ 4 ("The Debtors are authorized to serve all notices, mailings, filed documents, and other communications relating to the Chapter 11 Cases on the Asbestos Claimants in care of their counsel (including counsel of record in asbestos-related proceedings) (each, an "Asbestos Firm") at such counsel's address, including e-mail address. For an Asbestos Firm representing multiple Asbestos Claimants, the Debtors may serve each document only a single time on such Asbestos Firm (at each relevant address) on behalf of all of such counsel's clients; *provided that* any notice or other document relating specifically to one or more particular Asbestos Claimants (rather than all Asbestos Claimants represented by an Asbestos Firm) shall clearly identify the parties to whom it relates.").

the Prepetition Asbestos Claims Bar Date. Claimants who do not submit the Prepetition Asbestos Claim Form electronically must send the completed claim form to KCC so as to be actually received **by no later than 5:00 p.m. (prevailing Eastern time) on the Prepetition Asbestos Claims Bar Date** at the following address:

Aldrich Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

25. Establishing March 22, 2021 as the Prepetition Asbestos Claims Bar Date will give claimants no less than 46 days after the mailing of the Bar Date / Questionnaire Notice to complete and submit their proofs of claim. This proposed notice period is adequate under the circumstances. Claimants asserting Prepetition Asbestos Claims will have, by definition, already identified and pursued those claims against the Debtors or their predecessors, mostly through the filing of a lawsuit. Accordingly, claimants' counsel, with that information readily at hand, will be able to complete and submit a simple two-page proof of claim form within the time period proposed. Indeed, this timeline is consistent with bar date notice periods for prepetition claims approved in this jurisdiction. See, e.g., In re Bon Worth, Inc., No. 19-10317 (GRH) [Dkt. 48] (Bankr. W.D.N.C. Aug. 28, 2019) (54 days); In re Hendricks Furniture Grp., LLC, No. 09-50790 (JCW) [Dkt. 134] (Bankr. W.D.N.C. Jul. 16, 2009) (46 days).¹⁰

26. Pursuant to Bankruptcy Rule 3003(c)(2), any claimant who fails to complete and submit a Prepetition Asbestos Claim Form on account of a Prepetition Asbestos Claim by the Prepetition Asbestos Claims Bar Date shall be forever barred, estopped, and

¹⁰ In instances where debtors have sought bar dates for "unknown" claims, courts have set longer bar date notice periods, often to accommodate an extensive notice program for those unknown claimants. See, e.g., Garlock Pending Claims Order (179 days for both known and unknown manifested claims). However, by this Joint Motion, the Debtors and the Future Claimants' Representative are only seeking a bar date for known claims.

enjoined from: (a) asserting such claim against the Debtors or any subsequent asbestos trust funded by the Debtors and their affiliates; (b) voting upon, or receiving distributions under, any plan or plans of reorganization in these Chapter 11 Cases in respect of such claim; and (c) receiving further notices related to these Chapter 11 Cases.

D. The Questionnaire

27. The Debtors and the Future Claimants' Representative further propose that claimants who submit a Prepetition Asbestos Claim Form certifying that they have a claim against the Debtors then be required to complete and return the short Questionnaire by June 21, 2021—over six months from now. The Questionnaire requests information substantially similar to that which was provided over the course of the multiple questionnaires ordered in Garlock and that served to inform the parties and the Court in regard to mesothelioma claims at issue in that case, including:

- (a) the type of disease alleged by the claimant and date of first diagnosis;
- (b) facts supporting an allegation of exposure to asbestos-containing components in equipment manufactured by the Debtors' predecessors;
- (c) the claimant's exposures to other asbestos-containing products;
- (d) the claimant's asserted economic losses; and
- (e) the claimant's recoveries from other parties.

A copy of the proposed Questionnaire is attached as Exhibit 3 to the Prepetition Claims Bar Date Order. The Bar Date / Questionnaire Notice will notify holders of Prepetition Asbestos Claims of the requirement, deadline, and process to complete and submit a Questionnaire.

28. While the Debtors could serve discovery on each of the claimants who timely files a proof of claim in order to obtain the information sought in the Questionnaire, a court-approved Questionnaire will standardize this process and avoid the need for potentially

thousands of claimants to provide individual discovery responses. Further, requiring claimants to provide information supporting their exposures to the Debtors' historic asbestos-containing products asks for no more exposure information than that required under applicable state law, where each claimant has the burden of showing exposure to those products and that such exposure was a contributing cause of his or her disease. See, e.g., Restatement (Second) of Torts § 433B; Thacker v. UNR Indus., Inc., 603 N.E.2d 449, 455 (Ill. 1992); Bostic v. Georgia-Pacific Corp., 439 S.W.3d 332, 338 (Tex. 2014). Known claimants should have already made the investigation necessary to satisfy that threshold obligation.

29. Similarly, the Debtors believe that requiring claimants to identify exposures to asbestos from other asbestos-containing products—and claims or recoveries available on account of such alternative exposures—informs the extent of the Debtors' contribution to the claimant's injury and the Debtors' share of any potential liability. Fundamental bankruptcy law principles provide that a creditor is entitled to only a single satisfaction on its claim. As a result, the aggregate value of an asbestos claim in bankruptcy may account for compensation that a claimant has received from the debtor's co-defendants on account of a common liability. This concept is often mirrored under state law, where other responsible parties can be allocated shares of liability, and payments by these parties can result in credits or offsets against any potential liability of a debtor.¹¹ With respect to Prepetition Asbestos Claims, the Debtors lack information regarding amounts received on account of such claims from other sources, including recoveries from settlements with third party co-defendants

¹¹ See, e.g., Tex. Civ. Prac. & Rem. Code Ann. §§ 33.012(b) (Texas statute providing for reduction of judgment by liability shares attributed to others as well as payments by others); N.Y. Gen. Oblig. Law § 15-108(a) (New York statute providing for reduction of liability by the greater of liability shares attributed to others or payments by others); 740 Ill. Comp. Stat. Ann. 100/2(c) (provides for reduction in liability for settlement payments made by other parties); Fla. Stat. Ann. § 768.81(d)(3) (Florida statute providing that judgment should be entered against each party based on that "party's percentage of fault").

or bankruptcy trusts. This information is discoverable under federal¹² and state law,¹³ often in association with a judgment when the final valuation of the claim is being considered.¹⁴

30. Accordingly, the fact that most holders of Prepetition Asbestos Claims have pending lawsuits against one or both of the Debtors does not obviate the need for the Questionnaire. For instance, certain Prepetition Asbestos Claims were filed in the months leading up to the Petition Date. In that timeframe, discovery as to those suits had not meaningfully progressed. For such claims, all the Debtors likely have is the complaint that initiated the claimant's case. An example of such a complaint that is filed in the tort system is attached hereto as Exhibit D (in 214 paragraph complaint naming 172 defendants, plaintiff provides only three short, general sentences setting forth alleged exposure-related facts supporting claims against all such defendants). Such complaints, which are common, provide the Debtors with little meaningful information on the asserted claim. For claims subject to

¹² See, e.g., White v. Kenneth Warren & Son, Ltd., 203 F.R.D. 364, 367 (N.D. Ill. 2001) (ordering disclosure to defendant of plaintiffs' settlement agreement and accompanying agreements with co-defendant); Bennett v. La Pere, 112 F.R.D. 136, 138 (D.R.I. 1986) (ordering disclosure to defendant hospital of confidential settlement agreement between medical malpractice plaintiffs and defendant physicians); Tanner v. Johnston, 2013 WL 121158, at *1 (D. Utah Jan. 8, 2013) (ordering disclosure to defendant of plaintiffs' confidential settlement agreement with co-defendants).

¹³ See, e.g., In re Univar USA, Inc., 311 S.W.3d 175, 179 (Tex. App. Beaumont 2010, no writ) (co-defendants' settlements are relevant to a remaining nonsettling defendant, both "to determine the amount of its settlement credit [under Texas law] after a trial is completed, and . . . before trial, to determine whether any settlement demand being made is reasonable when compared to the likely outcome of a trial."); see also Tex. R. Civ. P. 192.3(g) ("[a] party may obtain discovery of the existence and contents of any relevant portions of a settlement agreement"); Perez v. State Indus., Inc., 578 So.2d 1018, 1019 (La. Ct. App. 1991) (reversing a trial court denial of a motion to compel disclosure of a settlement agreement on the grounds that the scope of discovery "is not limited to information which would be admissible at trial.").

¹⁴ The Garlock Claims Resolution Procedures, which were the product of lengthy negotiations between the debtors, the Asbestos Creditors' Committee, and the Future Claimants' Representative, and approved by this Court as fair to all claimants, only require consideration of exposure to non-debtor asbestos products in the context of extraordinary claims, i.e., those where the claimant is asserting that the debtor's asbestos products were the predominant or exclusive cause of any injury. Such claims are likely to be very rare. The structure of the Garlock Claims Resolution Procedures assumes that non-extraordinary claims will likely have multiple claims against multiple companies that manufactured and sold asbestos-containing products. The Future Claimants' Representative, given the significant overlap of products between the Debtors and Garlock, assumes that the same will likely be true for these cases. As such, he does not seek "other claims" information to assist him in plan negotiations and formulation.

lawsuits that have been pending for some time, the Debtors sometimes have more information as to the alleged basis by a claimant of a Debtor's liability. However, that is not true in all cases, and, even where it is true, the Debtors do not know whether they have the complete universe of information on which a claimant may rely in asserting a claim against a Debtor. By the time that the Questionnaires will be due, claimants will have had a full year since the Petition Date to engage in claim investigation in the tort system into which the Debtors will have no visibility.¹⁵

31. To protect a claimant's personal and medical information, the proposed order approving the Questionnaire contains strict confidentiality and use restrictions that mirror those approved in the Garlock case. The proposed order requires the parties to keep the Questionnaires confidential, restricts their use to these cases, provides that full Social Security numbers, medical information, and other sensitive information may not be introduced in open court, and requires destruction of Questionnaire responses within one year after substantial consummation of a confirmed plan of reorganization.¹⁶ These provisions will protect the confidentiality of any sensitive information provided through the Questionnaire process.

32. Courts in numerous mass tort bankruptcy cases have ordered claimants to submit questionnaires similar to the one sought here. In the Fourth Circuit's seminal A.H. Robins case, which involved the debtor's liabilities relating to the Dalkon Shield intrauterine

¹⁵ In addition, to address any further claim development after submission of the Questionnaires, holders of Prepetition Asbestos Claims will be required to timely supplement their responses if they become aware of additional responsive information, similar to the requirement of Federal Rule 26(e). See Fed. R. Civ. P. 26(e) ("In General. A party who has made a disclosure under Rule 26(a)--or who has responded to an interrogatory, request for production, or request for admission--must supplement or correct its disclosure or response: (A) in a timely manner if the party learns that in some material respect the disclosure or response is incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to the other parties during the discovery process or in writing; or (B) as ordered by the court.").

¹⁶ The proposed order provides that the last requirement may not apply to the extent that a confirmed plan authorizes turnover of Questionnaire information to an asbestos trust created pursuant to such plan. The order further provides that KCC will be authorized and directed to preserve all Questionnaire information and Prepetition Asbestos Claim Forms for the benefit of a trustee of any such trust.

device, as part of a bar date process, the lower court ordered more than 300,000 claimants to submit a two-page questionnaire describing the "claimant's use of the Dalkon Shield, such as dates of insertion and removal, the type of injury alleged and the names of physicians or clinics visited by the claimant." In re A.H. Robins Co., Inc., 862 F.2d at 1093; see In re A.H. Robins Co., Inc., 880 F.2d 694, 698-99 (4th Cir. 1989). The court then ordered several thousand claimants to answer a more detailed 50-page questionnaire, covering topics that included the claimant's use of the Dalkon Shield; reasons for removing the product; use of other methods of contraception; general medical condition and problems allegedly caused by the Dalkon Shield; warnings the claimant had received from doctors and others; claims filed against parties other than A.H. Robins and recoveries from those parties; and damages. See In re A.H. Robins Co., Inc., 880 F.2d at 699; In re A.H. Robins Co., Inc., 862 F.2d at 1093. Similarly, questionnaires have been approved by courts in several asbestos cases, including in Garlock. See, e.g., In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) [Dkt. 2338] (Bankr. W.D.N.C. Jun. 29, 2012); In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) [Dkt. 2337] (Bankr. W.D.N.C. Jun. 29, 2012); In re Specialty Prods. Holding Corp., No. 10-11780 (JKF) [Dkt. 1466] (Bankr. D. Del. July 20, 2011); In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) [Dkt. 1390] (Bankr. W.D.N.C. Jun. 21, 2011); In re G-I Holdings Inc., No. 01-30135 (RG) [Dkt. 8078] (Bankr. D.N.J. July 7, 2008); In re USG Corp., No. 04-01560 (JFC) [Dkt. 67] (D. Del. Oct. 17, 2005); In re W.R. Grace & Co., No. 01-01139 (JKF) [Dkt. 9301] (Bankr. D. Del. Aug. 29, 2005).

33. The Garlock case is instructive. There, Judge Hodges ordered claimants with pending mesothelioma claims against the debtors to respond to a 24-page questionnaire. See Order Authorizing the Debtors To Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality of Information Provided in Responses, In re Garlock

Sealing Techs., LLC, No. 10-31607 (GRH) [Dkt. 1390] (Bankr. W.D.N.C. Jun. 21, 2011) (attached as Exhibit E). The questionnaire included inquiries related to the claimants' (a) occupational history and diagnosis, (b) locations of alleged exposures to debtor products and the identity of those products, (c) exposures to non-debtor products, (d) prior or pending litigation relating to their mesothelioma, and (e) and non-litigation claims, including claims submitted to bankruptcy trusts. See id. Subsequently, Judge Hodges granted the Garlock debtors' motions to issue supplemental questionnaires that required a sample of mesothelioma claimants to provide additional information. The court first ordered 471 claimants to either provide the exposure findings from any scientist retained by the claimant or to provide more detailed information regarding the alleged frequency, duration, and proximity of their exposures to Garlock and non-Garlock asbestos-containing products. See Order Authorizing Debtors To Issue Supplemental Exposure Questionnaire and Governing Confidentiality of Information Provided in Responses, In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) [Dkt. 2337] (Bankr. W.D.N.C. Jun. 29, 2012); (attached as Exhibit F). The court also ordered a sample of 1,000 mesothelioma claimants to provide information regarding their recoveries from tort defendants and bankruptcy trusts.¹⁷ See Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing the Confidentiality of Information Provided in Responses, In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) [Dkt. 2338] (Bankr. W.D.N.C. Jun. 29, 2012) (attached as Exhibit G). The court acknowledged that these questions about the nature and extent of exposures and recoveries from third parties should have been included in the original questionnaire sent to all pending claimants. See Exhibit H at 34 (Judge Hodges concluding "the balance that I struck earlier was at the wrong place.").

¹⁷ Transcript of May 17, 2012 Hearing, In re Garlock Sealing Techs., LLC, et al., Case No. 10-31607 (Bankr. W.D.N.C. 2012), at 34 (excerpts attached as Exhibit H).

34. The need to eliminate multiple questionnaire forms is not the only lesson learned from Garlock. As the Court may recall, the questionnaires in that case omitted lung cancer claims. In these cases, where mesothelioma and lung cancer claims combine to account for more than 95% of the Debtors' payments to asbestos claimants, it will be far more useful to understand the scope of all malignant claims, not just mesothelioma claims. In addition, the questionnaires in that case preceded the bar date. As such, claimants who may have had no intention of ultimately pursuing a claim were nevertheless required to complete a questionnaire. The Debtors and the Future Claimants' Representative, who also represented future claimants in Garlock, believe that the two-step process proposed here will be much more straightforward and efficient and will be less burdensome for all parties, particularly the claimants. If claimants do not intend or are unable to pursue a viable claim in these cases, they need not return a proof of claim form and will not be asked to complete a questionnaire.

35. The information sought through the two-step process will benefit the key parties to these cases. It will permit them and their experts to better assess the compensable claims that may be pursued in order to negotiate an informed resolution of these cases that will fairly and efficiently compensate claimants—the ultimate goal. The longer the delay in establishing a bar date, as new claims continue to manifest, the more stale the parties' information becomes and the less useful it becomes for understanding the scope and nature of the Debtors' claims pool. Having the bar date now means that the current pool of known mesothelioma and lung cancer claims is relatively up to date and, with that information in hand, the parties can engage in meaningful negotiations without further delay.

Notice

36. Consistent with the Order Establishing Certain Notice, Case Management, and Administrative Procedures [Dkt. 123] (the "Case Management Order"), notice of this Joint

Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina (the "Bankruptcy Administrator"); (b) counsel to the Asbestos Committee; (c) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (d) counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their Schedules; and (e) the other parties on the Service List established by the Case Management Order. The Debtors and the Future Claimants' Representative submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

37. Other than in connection with the PIQ Motion, no prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors and the Future Claimants' Representative respectfully request that the Court enter an order substantially in the form attached hereto as Exhibit A, granting: (i) the relief requested herein; and (ii) such other and further relief to the Debtors and the Future Claimants' Representative as the Court may deem proper.

Dated: December 14, 2020
Charlotte, North Carolina

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ATTORNEYS FOR DEBTORS
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EXHIBIT A

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**ORDER (I) ESTABLISHING A BAR DATE
FOR CERTAIN KNOWN ASBESTOS CLAIMS,
(II) APPROVING PROOF OF CLAIM FORM, (III) APPROVING
PERSONAL INJURY QUESTIONNAIRE, (IV) APPROVING
NOTICE TO CLAIMANTS, AND (V) GRANTING RELATED RELIEF**

This matter coming before the Court on the *Joint Motion of the Debtors and the Future Claimants' Representative for an Order (I) Establishing a Bar Date for Certain Known Asbestos Claims, (II) Approving Proof of Claim Form, (III) Approving Personal Injury Questionnaire, (IV) Approving Notice to Claimants, and (V) Granting Related Relief* (the "Joint Motion"),² filed jointly by the above-captioned debtors (together, the "Debtors") and the Future

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 will have the meanings given to them in the Joint Motion.

Claimants' Representative; the Court having reviewed the Joint Motion and having heard the statements of counsel regarding the relief requested in the Joint Motion at a hearing before the Court (the "Hearing"); the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. § 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and (iv) notice of the Joint Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Joint Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Joint Motion is GRANTED as set forth herein.
2. Each holder of a mesothelioma or lung cancer claim asserted against either Debtor or its predecessors prior to the Petition Date (collectively, the "Prepetition Asbestos Claims") shall be required to submit a proof of claim in accordance with the procedures described herein.

3. For purposes of this Order and the relief granted herein:
 - a. Prepetition Asbestos Claims shall include all claims against the Debtors asserted in a lawsuit prior to the Petition Date for mesothelioma or lung cancer relating in any way to asbestos or asbestos-containing products for which the Debtors or their predecessors-in-interest, including the former Ingersoll-Rand Company, a New Jersey corporation ("Old IRNJ") and Trane U.S. Inc. ("Old Trane") are alleged to be responsible; provided, however, that Prepetition Asbestos Claims shall not include asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws; provided, further, that for law firms party to an agreement permitting either Debtor, Old IRNJ, or Old Trane to resolve claims against them without being named as a defendant in a lawsuit in the tort system, the Prepetition Asbestos Claims Bar Date shall apply to all mesothelioma or lung cancer claims which were, or could have been, asserted by such law firms against the Debtors or their predecessors prior to the Petition Date pursuant to the terms and conditions of such agreement(s), and for which a lawsuit

was filed against any entity in the tort system prior to June 18, 2020 (the "Settlement Agreement Claims"); and

- b. the Prepetition Asbestos Claims Bar Date shall not apply to any claim or demand against, or interest in, the Debtors other than Prepetition Asbestos Claims including, without limitation, (i) non-asbestos-related claims, (ii) asbestos-related claims on account of diagnoses other than mesothelioma or lung cancer, (iii) asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws, and (iv) claims against one or both of the Debtors based on, arising out of, or related to asbestos-related injury, disease, or death that either (A) except for any Settlement Agreement Claims had manifested, become evident, or been diagnosed as of the Petition Date, but for which a claim had not been asserted against one or both of the Debtors as of the Petition Date or (B) had not manifested, become evident, or been diagnosed as of the Petition Date.

4. Claimants asserting Prepetition Asbestos Claims shall be required to complete and submit the proof of claim form attached hereto as Exhibit 1 (the "Prepetition Asbestos Claim Form").

5. Prepetition Asbestos Claim Forms must be completed and submitted electronically through the electronic claims filing system maintained by Kurtzman Carson Consultants LLC ("KCC"), the Debtors' claims and noticing agent, available at [<http://www.kccllc.net/aldrich/>] (the "Claims Website"), **by no later than 5:00 p.m. (prevailing Eastern time) on March 22, 2021** (the "Prepetition Asbestos Claims Bar Date").

An electronic signature on a Prepetition Asbestos Claim Form submitted through the Claims Website shall be treated as equivalent to a physical signature. Claimants who do not submit the Prepetition Asbestos Claim Form electronically shall send the completed claim form to KCC so as to be actually received **by no later than 5:00 p.m. (prevailing Eastern time) on the Prepetition Asbestos Claims Bar Date** at the following address:

Aldrich Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

6. The forms of the Prepetition Asbestos Claim Form and the Bar Date / Questionnaire Notice, in the forms attached hereto as Exhibits 1 & 2, respectively, and the manner of providing notice of the Prepetition Asbestos Claims Bar Date and the requirement to submit a Questionnaire proposed in the Joint Motion, are approved in all respects. The form and manner of notice of the Prepetition Asbestos Claims Bar Date and the requirement to submit a Questionnaire approved herein are deemed to fulfill applicable notice and other due process requirements of the Bankruptcy Rules and applicable law. Accordingly, the Debtors are authorized to serve the Notice Package in the manner described in paragraph 7 below.

7. As soon as practicable, but in any event no later than five business days after the date that the Court enters this Order, the Debtors, through KCC, shall serve the Notice Package by first class United States mail, postage prepaid, on counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their Schedules. Notwithstanding any provision of the Bankruptcy Code or Bankruptcy Rules, including, without limitation, Bankruptcy Rule 2002, which requires service of notice of the Prepetition Asbestos Claims Bar Date on all parties in interest in these Chapter 11 Cases, no other service of notice of the Prepetition Asbestos Claims Bar Date shall be required. The Debtors may, in their discretion, but shall not be required to, serve the Bar Date / Questionnaire Notice and/or the Notice Package on other entities in order to apprise them of the Prepetition Asbestos Claims Bar Date.

8. All claimants asserting Prepetition Asbestos Claims against one or both Debtors shall be required to submit only one Prepetition Asbestos Claim Form but shall be

required to identify in such Prepetition Asbestos Claim Form whether the claim is against Aldrich, Murray, or both Debtors.

9. Pursuant to Bankruptcy Rule 3003(c)(2), any claimant who fails to complete and submit a Prepetition Asbestos Claim Form on account of a Prepetition Asbestos Claim by the Prepetition Asbestos Claims Bar Date shall be forever barred, estopped, and enjoined from: (a) asserting such claim against the Debtors or any subsequent asbestos trust funded by the Debtors and their affiliates; (b) voting upon, or receiving distributions under, any plan or plans of reorganization in these Chapter 11 Cases in respect of such claim; and (c) receiving further notices related to these Chapter 11 Cases.

10. The Aldrich Pump LLC and Murray Boiler LLC Personal Injury Questionnaire (the "Questionnaire") attached to this Order as Exhibit 3 and incorporated herein by reference is approved; provided, however, that modifications to the form may be made without further order of the Court on the written consent of the Debtors, the Future Claimants' Representative, and the Official Committee of Asbestos Personal Injury Claimants (the "Asbestos Committee" and, together with the Debtors and the Future Claimants' Representative, the "Parties").

11. Every claimant who completes and submits a Prepetition Asbestos Claim Form on account of a Prepetition Asbestos Claim by the Prepetition Asbestos Claims Bar Date (each, a "Prepetition Asbestos Claimant" and, collectively, the "Prepetition Asbestos Claimants") shall be required to complete and return the Questionnaire, pursuant to the deadlines set forth in paragraph 12 below.

12. The following deadlines and requirements shall apply:

- a. As soon as practicable, after KCC receives a Prepetition Asbestos Claim Form via mail, KCC shall serve a unique paper copy of the

Questionnaire, via direct U.S. mail, on the notice party provided in the applicable Prepetition Asbestos Claim Form. The Debtors shall promptly file certificates of service with respect to service of one or more Questionnaires and provide the Asbestos Committee and the Future Claimants' Representative with an electronic copy of each such service list. Parties that submit a Prepetition Asbestos Claim Form electronically through the electronic claims filing system available on the Claims Website shall be provided with an electronic version of the Questionnaire upon submission of the Prepetition Asbestos Claim Form.

- b. Responses to the Questionnaire, whether in electronic or paper form, including attachments thereto, and trust claim forms submitted by Prepetition Asbestos Claimants pursuant to the Questionnaire or obtained from any asbestos personal injury trust ("Trust") pursuant to the optional authorization form incorporated in the Questionnaire,³ are referred to below as "Questionnaire Responses".
- c. All Prepetition Asbestos Claimants may submit their Questionnaire Responses in paper form or by uploading electronic copies of the responses through a secure website to be established by KCC.
- d. If a Prepetition Asbestos Claimant chooses to submit the Questionnaire Responses through the secure website, he or she shall complete and submit the Questionnaire Responses no later than June 21, 2021. An electronic signature on Questionnaire Responses submitted through the secure website established to receive Questionnaire Responses shall be treated as equivalent to a physical signature.
- e. If a Prepetition Asbestos Claimant chooses to submit the Questionnaire Responses in paper form, he or she shall complete and submit the Questionnaire Responses and deposit them in the U.S. Mail (prepaid) so that it is received by KCC by June 21, 2021, addressed to KCC Aldrich PIQ Forms, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Any Prepetition Asbestos Claimant whose counsel receives a unique, marked paper form from KCC must use it or the corresponding PDF form if submitting electronically. KCC shall send fillable PDF forms to any law firms requesting them. All Prepetition Asbestos Claimants submitting Questionnaire Responses in paper form are permitted and encouraged to provide attachments in electronic format, where feasible.

³ The authorization form is set forth as Exhibit 1 to the Questionnaire and is entitled "Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records." It is referred to below in this Order as the "Authorization."

- f. KCC shall provide all Questionnaire Responses to the Parties, their respective bankruptcy counsel, and special counsel (the "Bankruptcy Counsel"), and their respective retained asbestos claims experts (the "Experts").
- g. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Parties, the Parties' Bankruptcy Counsel, and the Parties' Experts; (ii) any party-in-interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 26 of this Order (an "Intervenor"); (iii) any employees, agents, representatives, consulting or testifying experts, or members of their staff of the foregoing entities in subparts (i)-(ii) who are personally involved in rendering services in connection with these bankruptcy cases; (iv) any person who testifies at a deposition or hearing in connection with these bankruptcy cases, and for whose examination or cross-examination reference to Questionnaire Responses is relevant; (v) third-party service companies providing outside photocopying, graphic production services, or litigation support services to counsel or experts in connection with these bankruptcy cases and who need access to Questionnaire Responses to provide such services; (vi) KCC and any of its employees, agents, or representatives rendering services in connection with these bankruptcy cases; (vii) the Court, including secretaries, judicial assistants, law clerks, and other clerical staff; and (viii) court reporters, stenographers, or videographers who record deposition or other testimony in connection with these bankruptcy cases and who need access to Questionnaire Responses to provide such services; provided, however, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 12.h. immediately below.
- h. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 12.g. above, every entity described in subparts (ii) through (vi) of paragraph 12.g. shall execute a joinder in the form annexed to this Order as Exhibit 3.A or Exhibit 3.B. Exhibit 3.A shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to these bankruptcy cases. Exhibit 3.B shall be signed in

an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 12.g. above in their individual capacities, rather than as employees, agents, or representatives of a firm.

- i. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Parties under this Order. Any Intervenor shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.
- j. The Debtors are authorized to serve subpoenas under Bankruptcy Rule 9016 on the Trusts listed in the Authorization forms, and their claims processing facilities, to obtain claim forms and any other materials submitted by claimants to the Trusts pursuant to Authorizations returned as part of Questionnaire Responses. The subpoenas may request claim forms submitted to the Trusts or claims processing facilities by (i) claimants matching the full social security number of the claimant or Injured Party (as defined in the Questionnaire) contained in the Authorization, and (ii) claimants matching the claimant or Injured Party (as defined in the Questionnaire) last name and last four digits of the social security number in the Authorization. An electronic signature on the Authorization submitted through the secure website established to receive Questionnaire Responses shall be treated as equivalent to a physical signature. The Trusts and claims processing facilities shall not be subject to any actions, claims, or demands by claimants or any other parties as a result of their good faith compliance with this Order, the subpoenas, and the matching protocol contained therein.

13. Prepetition Asbestos Claimants shall be under a duty to timely supplement their Questionnaire Responses consistent with Rule 26(e)(1) of the Federal Rules of Civil Procedure. This requirement means that any Prepetition Asbestos Claimant shall supplement his or her Questionnaire Responses if he or she learns that in some material respect the disclosure or response is incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to the Debtors. The duty to supplement Questionnaire Responses is not limited to documents or information existing prior to an initial or prior

response but, rather, includes any additional information without reference to the date of its existence.

14. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding Prepetition Asbestos Claimants. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

15. Prepetition Asbestos Claimants, the Parties, and Intervenors shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.

16. As a precautionary measure, but not as a precondition to protection, KCC shall stamp Questionnaire Responses with the following legend: "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

17. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial, and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage.

18. Except as otherwise provided in paragraph 25 below, the Questionnaire Responses, and any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom, and any knowledge obtained therefrom, shall be used only in connection with these bankruptcy cases absent further order of the Court.

19. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study,

research, editorial, publication, or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than these bankruptcy cases.

20. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a "Merged Database"), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

21. Nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with the restrictions set forth in paragraph 22 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

22. In the event that, in the course of these bankruptcy cases, any Party or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony, argument, or filings in the Bankruptcy Court, or any reviewing court, such Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (a) such information is relevant to these bankruptcy cases; (b) there is no reasonable manner to use such information without disclosing Questionnaire Responses; and (c) such Party or Intervenor has filed a proper motion to seal (i) Social Security numbers (except last four digits), (ii) dates of birth (except year), (iii) names of identifiable

minors (except for their initials), (iv) financial account numbers (except last four digits), and (v) medical information (except claimed disease, such as 'pleural mesothelioma,' 'peritoneal mesothelioma,' 'asbestosis,' or 'lung cancer,' and diagnosis date). Nothing herein shall prohibit an expert for any Party or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses in open court, so long as such testimony or report does not reveal the information described in categories (i) through (v) of the previous sentence.

23. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Responses, in whole or in part, to a third party (a "Third-Party Discovery Demand"), including a governmental or other regulatory body, such entity (a "Discovery Target") shall provide prompt written notice of any such request or requirement to the Prepetition Asbestos Claimant or Prepetition Asbestos Claimants who provided the information requested, with copies to the Parties and any Intervenors, so that any of them may seek a protective order or other appropriate remedy, if desired. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; provided, however, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced or disclosed pursuant to such an order, including, without limitation, by cooperating with any Prepetition Asbestos Claimant,

Party, or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

24. Except as otherwise provided in a confirmed Chapter 11 plan of reorganization for the Debtors (a "Plan"), within the one-year anniversary of the date of substantial consummation of the Plan, each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Asbestos Committee, and the Future Claimants' Representative; provided, however, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Prepetition Asbestos Claimants, for the Parties, or for Intervenors of papers prepared in connection with these bankruptcy cases (e.g., pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with these bankruptcy cases); and provided, further, that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos trust created pursuant to the Plan.

25. Notwithstanding the foregoing, KCC is authorized and directed to preserve all Questionnaire Responses and Prepetition Asbestos Claim Forms for the benefit of any trustee appointed for an asbestos trust created pursuant to a confirmed Plan, which trustee and trust will be required to afford confidential treatment to such Questionnaire Responses and

Prepetition Asbestos Claim Forms, where applicable.

26. Any person who seeks relief from any provision of this Order in order to access any Questionnaire Responses shall do so by motion in the Bankruptcy Court on notice to the Parties and any Prepetition Asbestos Claimants potentially affected by the relief sought. The movant shall bear the burden of showing good cause for the requested relief.

27. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

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 1

United States Bankruptcy Court for the Western District of North Carolina

Mark one box to identify the case(s):

- ☐ Aldrich Pump LLC (No. 20-30608)
☐ Murray Boiler LLC (No. 20-30609)
☐ Both Aldrich Pump LLC (No. 20-30608) and Murray Boiler LLC (No. 20-30609)

Prepetition Asbestos Claim Form**Read the instructions before filling out this form.****Filers must leave out or redact** information that is entitled to privacy.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed, which was June 18, 2020.**Part 1: Identify the Claim****1. Identifying information:**

Name of Injured Party: _____

Last 4 digits of Injured Party's social security no.: ____ _

Injured Party's street address: _____

City, state, & zip code: _____

Name of claimant
(if different from Injured Party): _____

Last 4 digits of claimant's social security no.: ____ _

Claimant's street address: _____

City, state, & zip code: _____

Name of claimant's attorney: _____

Name of law firm: _____

Law firm's street address: _____

City, state, and zip code: _____

2. Has this claim been acquired from someone else?☐ No☐ Yes.

From whom? _____

3. Where should notices and payments to the creditor be sent?**Where should notices to the creditor be sent?**

Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact Phone: _____

Contact Email: _____

Where should payments to the creditor be sent? (if different)

Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact Phone: _____

Contact Email: _____

4. Does this claim amend one already filed?☐ No☐ Yes. Claim number on court
claims registry (if known): _____Filed on
(MM/DD/YYYY): _____**5. Do you know if anyone else has filed a proof of claim for this claim?**☐ No☐ Yes.

Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case was Filed

6. How much is the claim?

\$ _____

7. What is the basis of the claim?

Please designate the following disease category(ies) which serves as the basis for your asbestos-related personal injury claim.

☐ Mesothelioma

☐ Lung Cancer

7(a). Has a lawsuit been filed related to this claim?

☐ No

☐ Yes. Date filed (MM/DD/YYYY): _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

I have examined the information in this *Prepetition Asbestos Claim Form* and have a reasonable belief that the information is true and correct.

By signing below, I hereby certify under penalty of perjury, that I have performed the due diligence necessary to investigate this claim, said due diligence has been documented and preserved, and said due diligence obtained admissible evidence that, to the best of my knowledge, information, and reasonable belief, the following matters are true and correct:

- (a) the claimant is the holder of a Prepetition Asbestos Claim that has not been dismissed with prejudice or settled and paid, and is not known to be time-barred;
- (b) the person upon whose injury the Prepetition Asbestos Claim is based (the "Injured Party") was diagnosed with pleural or peritoneal or other mesothelioma or lung cancer, based on, or as evidenced in, medical records or similar documentation in the possession of the claimant, his or her attorney, or the physician of the claimant or Injured Party;
- (c) the Injured Party was exposed to asbestos fibers released from asbestos-containing products for which the Debtors or their predecessors-in-interest, including the former Ingersoll-Rand Company, a New Jersey corporation ("Old IRNJ") and Trane U.S. Inc. ("Old Trane"), are alleged to be responsible ("Asbestos Exposure");¹ and
- (d) if these certifications are made by the holder's attorney, the attorney is authorized by such holder to represent that the Injured Party has (or, if deceased, had) the disease noted in Question 7 and Asbestos Exposure.

Executed on date (MM/DD/YYYY): _____

Signature: _____

Print the name of the person who is completing and signing this claim:

First name: _____ Middle name: _____ Last name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Phone: _____ Email: _____

¹ Please refer to page 3 of the instructions for a list of Aldrich and Murray equipment.

Instructions for **Prepetition Asbestos Claim Form**

United States Bankruptcy Court

These instructions and definitions generally explain the law. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

Please complete your Prepetition Asbestos Claim Form online at <http://www.kccllc.net/aldrich/> OR send completed Prepetition Asbestos Claim Form to:

Aldrich Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

How to fill out this form

- Fill in all of the information about the claim as of the Petition Date.
- Please mark one box at the top of the form to identify the bankruptcy case(s).
- Please fill in the identification and address information requested. List the name of the Injured Party and the last 4 digits of the Injured Party's social security number. If the Injured Party is the holder of the claim, please list the Injured Party's street address, city, state, and zip code. If the Injured Party is not the claimant, please list in addition to the Injured Party's name and last 4 digits of the Injured Party's social security number, the claimant's name, the last 4 digits of the claimant's social security number, and the claimant's street address, city, state, and zip code. In addition, please provide the name and address for the claimant's attorney.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Please indicate the disease category(ies) that is the basis for your asbestos-related personal injury claim by marking the box that corresponds to the Injured Party's diagnosis.
- Either the claimant or the claimant's attorney must sign the appropriate certification. By signing, the claimant or claimant's attorney certifies under penalty of perjury that he or she has performed the due diligence necessary to investigate the claim, said due diligence has been documented and preserved, and said due diligence obtained admissible evidence that, to the best of the party's knowledge, information, and reasonable belief, the certifications are true and correct.
- The Prepetition Asbestos Claim Form does not require attachment of supporting documentation.
- A Prepetition Asbestos Claim Form must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

If you submit a Prepetition Asbestos Claim Form electronically, you will be provided with a date and time-stamped copy of the submitted Prepetition Asbestos Claim Form on the Claims Website that you can print or download, which confirms receipt by KCC. If you want to receive acknowledgement of KCC's receipt of a Prepetition Asbestos Claim Form submitted by mail, you must submit by the Prepetition Asbestos Claims Bar Date and concurrently with submitting your original Prepetition Asbestos Claim Form (a) a copy of the original form and (b) a self-addressed, postage prepaid return envelope.

Understand the terms used in this form

Aldrich: Aldrich Pump LLC.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claims Website: [<http://www.kccllc.net/aldrich/>].

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtors: Aldrich Pump LLC and Murray Boiler LLC, as debtors and debtors in possession.

Information that is entitled to privacy: A Prepetition Asbestos Claim Form must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Injured Party: The person upon whose injury the Prepetition Asbestos Claim is based.

KCC: Kurtzman Carson Consultants LLC, the Debtors' claims and noticing agent.

Murray: Murray Boiler LLC.

Petition Date: June 18, 2020.

Prepetition Asbestos Claim Form: A proof of claim form to be used by holders of mesothelioma or lung cancer claims asserted against either Debtor or its predecessors prior to the Petition Date (collectively, the "Prepetition Asbestos Claims").

Prepetition Asbestos Claims: include all claims against the Debtors asserted in a lawsuit prior to the Petition Date for mesothelioma or lung cancer relating in any way to asbestos or asbestos-containing products for which the Debtors or their predecessors-in-interest, including the former Ingersoll-Rand Company, a New Jersey corporation ("Old IRNJ") and Trane U.S. Inc. ("Old Trane") are alleged to be responsible; provided, however, that Prepetition Asbestos Claims do not include asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws; provided, further, that for law firms party to an agreement permitting either Debtor, Old IRNJ, or Old Trane to resolve claims against them without being named as a defendant in a lawsuit in the tort system, the Prepetition Asbestos Claims Bar Date applies to all mesothelioma or lung cancer claims which were, or could have been, asserted by such law firms against the Debtors or their predecessors prior to the Petition Date pursuant to the terms and conditions of such agreement(s), and for which a lawsuit was filed against any entity in the tort system prior to June 18, 2020 (the "Settlement Agreement Claims").

Prepetition Asbestos Claims Bar Date: March 22, 2021.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Prepetition Asbestos Claim Form.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Parties for whom the Prepetition Asbestos Claims Bar Date does not apply

The Prepetition Asbestos Claims Bar Date does not apply to any claim or demand against, or interest in, the Debtors other than Prepetition Asbestos Claims including, without limitation: (a) non-asbestos-related claims, (b) **asbestos-related claims on account of diagnoses other than mesothelioma or lung cancer**, (c) asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws, and (d) claims against one or both of the Debtors based on, arising out of, or related to asbestos-related injury, disease, or death that either (i) except for any Settlement Agreement Claims had manifested, become evident, or been diagnosed as of the Petition Date, but for which a claim had not been asserted against one or both of the Debtors as of the Petition Date, or (ii) had not manifested, become evident, or been diagnosed as of the Petition Date.

Do not file these instructions with your form.

ALDRICH AND MURRAY EQUIPMENT			
Aldrich Equipment			
Equipment Name	Equipment Known As	Equipment Name	Equipment Known As
Ingersoll-Rand Compressor			Dresser-Rand Turbine
Ingersoll-Rand Condenser		Ingersoll-Rand Drilling Equipment	
Ingersoll-Rand Pump			S&S Scoops
	Aldrich Pump	Ingersoll-Rand Mining Equipment	
	Cameron Pump		Lee Norse Mining Equipment
	Ingersoll-Dresser Pump or IDP		S&S Mining Equipment
Ingersoll-Rand Turbine			Simmons-Rand Mining Equipment
Murray Equipment			
Equipment Name	Equipment Known As	Equipment Name	Equipment Known As
American Blower Industrial Fans		Trane Boiler	
American Standard Boiler		Trane Chiller	
	Acme	Trane Compressor	
	American Radiator Company	Trane Evaporator	
	American Radiator and Standard Sanitary	Trane Furnace	
	Arco	Trane HVAC unit	
	Arcofire	Trane Radiator	
	Arcoflash	Trane Refrigeration Unit	
	Arcola	Trane Steam Traps	
	Arcoleader	Trane Valves	
	Arcoliner	Union Switch & Signal railroad signaling equipment	
	Electra	Union Switch & Signal railroad switching equipment	
	Empire	WABCO Railroad Compressor	
	Exbrook	WABCO Railroad brakes	
	Fox		COBRA Railroad brake shoes
	Ideal	WABCO Heavy mining equipment	
	Invincible		Le Tourneau heavy mining equipment
	Ideal	WABCO Off-road vehicle equipment	
	Invincible		WABCO Haulpak trucks
	Magazine		
	Oakmont		
	Redflash		
	Severn		
	Standard		
	Sunbeam		
American Standard Furnace			
American Standard Valves			
	Arco		
	Belknap		
	Detroit Lubricants		
	D.T. Williams		
	Ideal		
Fox Furnace			
Kewanee Boiler			
Majestic Fireplace			
Murray Boiler			
Murray Turbine			
Ross Heat Exchanger			
Sunbeam Furnace			
Trane Absorber			
Trane Air Handling Unit			

EXHIBIT 2

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

NOTICE OF BAR DATE FOR CERTAIN ASBESTOS CLAIMS

On [____], 2021, the United States Bankruptcy Court for the Western District of North Carolina (the "Court") entered an order (the "Bar Date Order") in the above captioned chapter 11 cases establishing a claims bar date for certain asbestos-related claims. Pursuant to the Bar Date Order, the Court has established **March 22, 2021** (the "Prepetition Asbestos Claims Bar Date") as the date by which all holders of a mesothelioma or lung cancer claim asserted against either Debtor or its predecessors prior to June 18, 2020 (collectively, the "Prepetition Asbestos Claims") are required to submit a proof of claim.

**WHO MUST SUBMIT A PROOF OF CLAIM
FORM BY THE PREPETITION ASBESTOS CLAIMS BAR DATE**

The Bar Date Order requires claimants asserting Prepetition Asbestos Claims to submit proofs of claim by the Prepetition Asbestos Claims Bar Date. "**Prepetition Asbestos Claims**" include all claims against the Debtors asserted in a lawsuit prior to June 18, 2020 (the "Petition Date") for mesothelioma or lung cancer relating in any way to asbestos or asbestos-containing products for which the Debtors or their predecessors-in-interest, including the former Ingersoll-Rand Company, a New Jersey corporation ("Old IRNJ") and Trane U.S. Inc. ("Old Trane") are alleged to be responsible; provided, however, that Prepetition Asbestos Claims do not include asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws; provided, further, that for law firms party to an agreement permitting either Debtor, Old IRNJ, or Old Trane to resolve claims against them without being named as a defendant in a lawsuit in the tort system, the Prepetition Asbestos Claims Bar Date applies to all mesothelioma or lung cancer claims which were, or could have been, asserted by such law firms against the Debtors or their predecessors prior to the Petition Date pursuant to the terms and conditions of such agreement(s), and for which a lawsuit was filed against any entity in the tort system prior to June 18, 2020 (the "Settlement Agreement Claims").

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.

WHO DOES NOT NEED TO SUBMIT A PROOF OF CLAIM FORM AT THIS TIME

The Prepetition Asbestos Claims Bar Date does not apply to any claim or demand against, or interest in, the Debtors other than a Prepetition Asbestos Claim including, without limitation: (a) non-asbestos-related claims, (b) asbestos-related claims on account of diagnoses other than mesothelioma or lung cancer, (c) asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws, and (d) claims against one or both of the Debtors based on, arising out of, or related to asbestos-related injury, disease, or death that either (i) except for any Settlement Agreement Claims had manifested, become evident, or been diagnosed as of the Petition Date, but for which a claim had not been asserted against one or both of the Debtors as of the Petition Date, or (ii) had not manifested, become evident, or been diagnosed as of the Petition Date.

PROCEDURES FOR SUBMITTING PROOFS OF CLAIM

As further described below, claimants asserting Prepetition Asbestos Claims must complete and submit a proof of claim form (each, a "Prepetition Asbestos Claim Form"). Prepetition Asbestos Claim Forms must be completed and submitted electronically through the electronic claims filing system maintained by Kurtzman Carson Consultants LLC ("KCC"), the Debtors' claims and noticing agent, available at [<http://www.kccllc.net/aldrich/>] (the "Claims Website"), **by no later than 5:00 p.m. (prevailing Eastern time) on the Prepetition Asbestos Claims Bar Date.** An electronic signature on a Prepetition Asbestos Claim Form submitted through the Claims Website shall be treated as equivalent to a physical signature. Claimants who do not submit the Prepetition Asbestos Claim Form electronically must send the completed claim form to KCC so as to be actually received by no later than 5:00 p.m. (prevailing Eastern time) on the Prepetition Asbestos Claims Bar Date at the following address:

**Aldrich Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

Any Prepetition Asbestos Claim Form submitted by facsimile or electronic mail will not be accepted.

If you submit a Prepetition Asbestos Claim Form electronically, you will be provided with a date and time-stamped copy of the submitted Prepetition Asbestos Claim Form on the Claims Website that you can print or download, which confirms receipt by KCC. If you want to receive acknowledgement of KCC's receipt of a Prepetition Asbestos Claim Form submitted by mail, you must submit by the Prepetition Asbestos Claims Bar Date and concurrently with submitting your original Prepetition Asbestos Claim Form (a) a copy of the original form and (b) a self-addressed, postage prepaid return envelope.

PROCEDURES FOR SUBMITTING QUESTIONNAIRES

The Bar Date Order further provides that every claimant who completes and submits a Prepetition Asbestos Claim Form on account of a Prepetition Asbestos Claim by the Prepetition Asbestos Claims Bar Date (each, a "Prepetition Asbestos Claimant" and, collectively, the "Prepetition Asbestos Claimants") is required to complete and return the Aldrich Pump LLC and Murray Boiler LLC Personal Injury Questionnaire (the "Questionnaire"). As soon as practicable, after KCC receives a Prepetition Asbestos Claim Form via mail, KCC will serve a unique paper copy of the Questionnaire, via direct U.S. mail, on the notice party provided in the applicable Prepetition Asbestos Claim Form. Parties that submit a Prepetition Asbestos Claim Form electronically through the electronic claims filing system available on the Claims Website will be provided with an electronic version of the Questionnaire upon submission of the Prepetition Asbestos Claim Form. Prepetition Asbestos Claimants will then be able to download or print the Questionnaire for later submission via upload through a secure website to be established by KCC or via paper form. All Prepetition Asbestos Claimants are required to complete and return the Questionnaire by **June 21, 2021**.

FILING PROOFS OF CLAIM AGAINST BOTH DEBTORS; REQUIREMENT TO IDENTIFY DEBTOR

Claimants asserting Prepetition Asbestos Claims against one or both Debtors are required to submit only one Prepetition Asbestos Claim Form but must identify in such Prepetition Asbestos Claim Form whether the claim is against Aldrich, Murray, or both Debtors.

EFFECT OF FAILURE TO FILE A PROOF OF CLAIM

ANY CLAIMANT WHO FAILS TO COMPLETE AND SUBMIT A PREPETITION ASBESTOS CLAIM FORM ON ACCOUNT OF A PREPETITION ASBESTOS CLAIM BY THE PREPETITION ASBESTOS CLAIMS BAR DATE WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM: (A) ASSERTING SUCH CLAIM AGAINST THE DEBTORS OR ANY SUBSEQUENT ASBESTOS TRUST FUNDED BY THE DEBTORS AND THEIR AFFILIATES; (B) VOTING UPON, OR RECEIVING DISTRIBUTIONS UNDER, ANY PLAN OR PLANS OF REORGANIZATION IN THESE CHAPTER 11 CASES IN RESPECT OF SUCH CLAIM; AND (C) RECEIVING FURTHER NOTICES RELATED TO THESE CHAPTER 11 CASES.

ADDITIONAL INFORMATION

If you require additional information regarding the filing of a proof of claim or submission of a Questionnaire, you may contact KCC at (866) 573-9926 or visit the Claims Website at [<http://www.kccllc.net/aldrich/>]. You also may contact KCC by email at aldrichinfo@kccllc.com or by writing to 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 (Attn: Aldrich Claims Processing Center). Additional copies of the Prepetition Asbestos Claim Form may be obtained by calling KCC or by downloading the Prepetition Asbestos Claim Form from the Claims Website.

RESERVATION OF RIGHTS

The Debtors reserve the right to (a) dispute, or to assert offsets, defenses, or counterclaims against, any claim for which a proof of claim is filed as to nature, amount, liability, classification, or otherwise; and (b) subsequently designate any claim as disputed, contingent, or unliquidated. Nothing contained in this Notice shall preclude the Debtors from objecting to any claim, whether scheduled or filed, on any grounds.

Dated: _____, 2021

A. Cotten Wright (State Bar No. 28162)
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Charlotte, NC 28202
Telephone: (704) 332-0207
Facsimile: (704) 332-0215
Email: cwright@grierlaw.com

-and-

Jonathan P. Guy, Esq.
Debbie L. Felder, Esq.
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dfelder@orrick.com
(Admitted *pro hac vice*)

COUNSEL FOR JOSEPH W. GRIER, III,
FUTURE CLAIMANTS' REPRESENTATIVE

BY ORDER OF THE COURT

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-and -

C. Michael Evert, Jr.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, Georgia 30326
(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT 3

PURPOSE OF QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Aldrich Pump LLC and Murray Boiler LLC ("Aldrich" and "Murray" or the "Debtors") to issue this Questionnaire to claimants who have submitted a proof of claim in the Debtors' chapter 11 cases on account of mesothelioma or lung cancer allegedly caused by Aldrich or Murray, or the former Ingersoll-Rand Company or Trane U.S. Inc., which claim was asserted prior to June 18, 2020 (a "Mesothelioma or Lung Cancer Claim"). Each person meeting these qualifications is referred to below in this Questionnaire as a "Personal Injury Claimant."

The Debtors are pursuing reorganization in a Chapter 11 case in the Bankruptcy Court, referred to as *In re Aldrich Pump LLC, et al.*, Case No. 20-30608 (Bankr. W.D.N.C.).

The purpose of this Questionnaire is to obtain certain information about each Mesothelioma or Lung Cancer Claim with respect to the topics noted below. **If you are a Personal Injury Claimant, you must provide accurate, complete, and timely responses to this Questionnaire consistent with the instructions that are included after Part 11 of the Questionnaire.** All information provided in response to this Questionnaire will be treated as confidential pursuant to an order of the Bankruptcy Court.

DUTY TO SUPPLEMENT

- **The Personal Injury Claimant is under a duty to timely supplement his or her responses to this Questionnaire if he or she learns that a prior response is in some material respect incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to the Debtors. The duty to supplement is not limited to providing documents or information that existed at the time of an initial or prior response but, rather, includes any additional information without reference to the date of its existence. This would include, for example, new information learned about exposures to asbestos.**

SUBMISSION DEADLINES AND OTHER INFORMATION

Please refer to the instructions included in this Questionnaire when completing each section.

You may upload your completed Questionnaire responses and any attachments electronically through an electronic portal supported by Kurtzman Carson Consultants LLC ("KCC"), whom the Debtors have retained as their claims administrator. Access to this system and upload instructions are available through KCC's website for the Debtors at **www.kccilc.net/aldrich**. If you elect to upload your responses and any attachments electronically, please do so on the KCC system by no later than _____.

In the alternative, you have the option of submitting your completed Questionnaire responses and any attachments by mail. If this is your preference, please place your completed Questionnaire, along with any attachments, in the U.S. Mail (and include the required postage) so that it is actually received by KCC by no later than _____ at the address set forth below:

KCC Aldrich PIQ Forms
222 N. Pacific Coast Highway,
Suite 300
El Segundo, CA 90245

Each Mesothelioma or Lung Cancer Claimant will be provided a unique copy of this Questionnaire. If you have been provided such a copy, you must provide your answers on it and upload it through the electronic portal or send it in the mail. In addition, if you answer by mail, you are permitted and encouraged to provide any attachments in electronic format (for example, on a CD or thumb drive), where feasible.

Information regarding the Debtors' chapter 11 cases, including copies of the Order (I) Establishing a Bar Date for Certain Known Asbestos Claims, (II) Approving Proof of Claim Form, (III) Approving Personal Injury Questionnaire, (IV) Approving Notice to Claimants, and (V) Granting Related Relief [Dkt. ☐], are available for inspection free of charge at **www.kccilc.net/aldrich**.

ALDRICH PUMP LLC AND MURRAY BOILER LLC

PERSONAL INJURY QUESTIONNAIRE FOR MESOTHELIOMA AND LUNG CANCER CLAIMS

PART 1: STATUS OF MESOTHELIOMA OR LUNG CANCER CLAIM (See instructions for Part 1 for definition of "Settled")

Select the status of your claim against Aldrich:

- ☐ Pending
- ☐ Settled and unpaid, with all Required Settlement Documentation submitted by the claimant prior to June 18, 2020.
If so, date of settlement agreement (mm/dd/yyyy): _____, amount of settlement: \$ _____, and date of submission of executed release (mm/dd/yyyy): _____
- ☐ Settled and unpaid, with Required Settlement Documentation **not** submitted by the claimant prior to June 18, 2020.
If so, date of settlement agreement (mm/dd/yyyy): _____ and amount of settlement: \$ _____

Select the status of your claim against Murray:

- ☐ Pending
- ☐ Settled and unpaid, with all Required Settlement Documentation submitted by the claimant prior to June 18, 2020.
If so, date of settlement agreement (mm/dd/yyyy): _____, amount of settlement: \$ _____, and date of submission of executed release (mm/dd/yyyy): _____
- ☐ Settled and unpaid, with Required Settlement Documentation **not** submitted by the claimant prior to June 18, 2020.
If so, date of settlement agreement (mm/dd/yyyy): _____ and amount of settlement: \$ _____

If you checked only the "Settled and unpaid" boxes, you may stop after completing Parts 2, 3, and 4 of this Questionnaire. If you checked both "Pending" boxes, you must complete the entire Questionnaire. If you checked only the "Pending" box in regard to your claim against Aldrich, you must complete the entire Questionnaire with the exception of Part 6B. If you checked only the "Pending" box in regard to your claim against Murray, you must complete the entire Questionnaire with the exception of Part 6A.

PART 2: INJURED PARTY INFORMATION - In Part 2, provide identifying information for the person diagnosed with mesothelioma or lung cancer (the "Injured Party").

Last Name:		First Name:		Middle Initial:	Suffix:	Date of Birth (mm/dd/yyyy):
Sex (M/F):	Social Security Number:		Foreign Tax ID (if applicable):		Estate Tax ID (if applicable):	
City of Residence:		State of Residence:	Postal Code:	Country (if outside the US):		

PART 3: RELATED CLAIMANT INFORMATION (if different than INJURED PARTY) (See instructions for Part 3 for definition of "Related Claimant")

Last Name:		First Name:		Middle Initial:	Suffix:	Date of Birth (mm/dd/yyyy):
Sex (M/F):	Social Security Number :		Foreign Tax ID (if applicable):			
City of Residence:		State of Residence:	Postal Code:	Country (if outside the US):		

Relationship to Injured Party:

Additional Related Claimants (use additional copies of this page to provide information above for such claimants):

PART 4: LAW FIRM INFORMATION (See instructions for Part 4 regarding Law Firms)

Name of Firm Representing Personal Injury Claimant:			
Firm Mailing or Street Address:			
Firm City:	Firm State:	Firm Zip Code:	Firm Phone No. (Area Code) ###-####:
Name of Firm Contact:		Firm Contact Email Address:	
Other Law Firms Representing Personal Injury Claimant, if applicable:			

PART 5A: INFORMATION ON MESOTHELIOMA DIAGNOSIS (See instructions for Part 5A regarding required documentation)

Has the Injured Party been diagnosed with Mesothelioma? (Y/N): _____

Date of first diagnosis of Mesothelioma (mm/dd/yyyy): _____

What is the name of the diagnosing physician?: _____

Type of Mesothelioma: ☐ Pleural ☐ Peritoneal ☐ Other If Other, identify: _____

Is the Injured Party deceased? (Y/N): _____

If so, Date of Death (mm/dd/yyyy): _____

Has the Injured Party been diagnosed with a different asbestos-related condition at any time? (Y/N): _____

If so, identify the condition: _____

PART 5B: INFORMATION ON LUNG CANCER DIAGNOSIS (See instructions for Part 5B regarding required documentation)

Has the Injured Party been diagnosed with Lung Cancer? (Y/N): _____

Date of first diagnosis of Lung Cancer (mm/dd/yyyy): _____

Has a licensed medical physician attributed the diagnosis of Lung Cancer to asbestos exposure? (Y/N): _____

If yes, what is the name of that licensed medical physician: _____

If yes, what was the date of the diagnosis attributing the lung cancer to asbestos exposure (mm/dd/yyyy): _____

Did the Injured Party ever smoke cigarettes? (Y/N): _____

If so, during what period of time did the Injured Party smoke cigarettes (yyyy to yyyy): _____ to _____

If so, how many packs of cigarettes per day did the Injured Party smoke?: _____

Are there medical records that confirm the Injured Party's smoking history? (Y/N): _____

Is the Injured Party deceased? (Y/N): _____

If so, Date of Death (mm/dd/yyyy): _____

Has a licensed medical physician diagnosed the Injured Party with asbestosis? (Y/N): _____

If yes, was the diagnosis of asbestosis pathological? (Y/N): _____

If yes, what is the name of that licensed medical physician: _____

If yes, what was the date of the diagnosis of asbestosis (mm/dd/yyyy): _____

Has the Injured Party been diagnosed with any asbestos-related condition other than those above at any time? (Y/N): _____

If so, identify the condition: _____

PART 6A: ALLEGED EXPOSURE TO ASBESTOS FROM ALDRICH EQUIPMENT (See instructions for Part 6A)

Does the Personal Injury Claimant allege that the Injured Party had exposure to asbestos for which Aldrich is or was responsible ("Aldrich Exposure")?
Yes _____ No _____

ALLEGED ALDRICH EXPOSURE – SITE # _____ (one page per site; use additional pages if more than one site is at issue)

Site Type: ☐ Industrial or Commercial ☐ Residence of a Family Member or Acquaintance ☐ Other _____ (describe)
☐ Personal Residence ☐ Residence of a customer

Site Name (i.e., name and location of plant, refinery, etc.) of alleged exposure (for Secondary/Household exposure, list sites where Primary Exposed Person was allegedly exposed):

City:	State:	Country:	Employer (if applicable):
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Type of alleged exposure (check one and only one):

- ☐ Occupational: Injured Party experienced Aldrich Exposure because of his or her job (whether full-time or part-time)
- ☐ Non-occupational: Injured Party experienced Aldrich Exposure for reasons unrelated to his or her job
- ☐ Secondary/Household: Injured Party alleges contact with someone who experienced Aldrich Exposure (i.e., the Primary Exposed Person)

For Secondary/Household, provide the following information:

Relationship between Injured Party and Primary Exposed Person: _____

How did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person? _____

During what period of time did the Injured Party come into contact with asbestos from the Primary Exposed Person (yyyy to yyyy): _____ to _____

Occupation 1 Code:	Start Date at Site: (/ /)	End Date at Site: (/ /)	Aldrich Exposure Start and End Dates: (/ /) - (/ /)
Occupation 2 Code:	Start Date at Site: (/ /)	End Date at Site: (/ /)	Aldrich Exposure Start and End Dates: (/ /) - (/ /)
Occupation 3 Code:	Start Date at Site: (/ /)	End Date at Site: (/ /)	Aldrich Exposure Start and End Dates: (/ /) - (/ /)
Frequency of Aldrich exposure alleged at this site (e.g., once, more than once but infrequently, a few times a year, monthly, weekly, daily, etc.):			
Please check the Aldrich Equipment Codes that apply (see Table E-1): <input type="checkbox"/> P-01 <input type="checkbox"/> P-02 <input type="checkbox"/> P-03 <input type="checkbox"/> P-04 <input type="checkbox"/> P-05 <input type="checkbox"/> P-06 <input type="checkbox"/> P-07 <input type="checkbox"/> P-08 <input type="checkbox"/> P-09 <input type="checkbox"/> P-10 <input type="checkbox"/> P-11 <input type="checkbox"/> P-12 <input type="checkbox"/> P-13 <input type="checkbox"/> P-14			
Describe the activity that resulted in the asbestos exposure:			

For all Aldrich Equipment Codes checked, state separately for each piece of Aldrich equipment if the Injured Party or Primary Exposed Person performed any activities listed in Table AC-1 (Activity Codes) and list the Activity Code. For each activity listed, note the frequency. If the information provided as to these Aldrich Equipment Codes is within your personal knowledge, please indicate that. If the information is within the personal knowledge of another person, please provide the name of that person.

If you believe the Injured Party's exposure to asbestos for which you allege Aldrich is responsible falls outside the Equipment Codes and Activity Codes listed in Table AC-1 and Table E-1, please explain in detail the facts and circumstances surrounding the Injured Party's alleged exposure to asbestos for which you believe Aldrich may be liable, whether or not those facts and circumstances are within your personal knowledge, and, if not, provide the name of the person that has personal knowledge as to the described facts and circumstances:

PART 6B: ALLEGED EXPOSURE TO ASBESTOS FROM MURRAY EQUIPMENT (See instructions for Part 6B)

Does the Personal Injury Claimant allege that the Injured Party had exposure to asbestos for which Murray is or was responsible ("Murray Exposure")?

Yes: ____ No: ____

ALLEGED MURRAY EXPOSURE – SITE # _____ (one page per site; use additional pages if more than one site is at issue)

Site Type: ☐ Industrial or Commercial ☐ Residence of a Family Member or Acquaintance ☐ Other _____ (describe)
☐ Personal Residence ☐ Residence of a customer

Site Name (i.e., name and location of plant, refinery, etc.) of alleged exposure (for Secondary/Household exposure, list sites where Primary Exposed Person was allegedly exposed):

City: _____ State: _____ Country: _____ Employer (if applicable): _____

Type of alleged exposure (check one and only one):

- ☐ Occupational: Injured Party experienced Murray Exposure because of his or her job (whether full-time or part-time)
- ☐ Non-occupational: Injured Party experienced Murray Exposure for reasons unrelated to his or her job
- ☐ Secondary/Household: Injured Party alleges contact with someone who experienced Murray Exposure (i.e., the Primary Exposed Person)

For Secondary/Household, provide the following information:

Relationship between Injured Party and Primary Exposed Person: _____

How did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person? _____

During what period of time did the Injured Party come into contact with asbestos from the Primary Exposed Person (yyyy to yyyy): ____ to ____

Occupation 1 Code:	Start Date at Site: (/ /)	End Date at Site: (/ /)	Murray Exposure Start and End Dates: (/ /) - (/ /)
Occupation 2 Code:	Start Date at Site: (/ /)	End Date at Site: (/ /)	Murray Exposure Start and End Dates: (/ /) - (/ /)
Occupation 3 Code:	Start Date at Site: (/ /)	End Date at Site: (/ /)	Murray Exposure Start and End Dates: (/ /) - (/ /)

Frequency of Murray exposure alleged at this site (e.g., once, more than once but infrequently, a few times a year, monthly, weekly, daily, etc.):

Please check the Murray Equipment Codes that apply (see Table E-1):

☐ P-15 ☐ P-16 ☐ P-17 ☐ P-18 ☐ P-19 ☐ P-20 ☐ P-21 ☐ P-22 ☐ P-23 ☐ P-24 ☐ P-25 ☐ P-26 ☐ P-27 ☐ P-28 ☐ P-29 ☐ P-30 ☐ P-31 ☐ P-32
☐ P-33 ☐ P-34 ☐ P-35 ☐ P-36 ☐ P-37 ☐ P-38 ☐ P-39 ☐ P-40 ☐ P-41 ☐ P-42 ☐ P-43 ☐ P-44 ☐ P-45 ☐ P-46 ☐ P-47 ☐ P-48 ☐ P-49 ☐ P-50
☐ P-51 ☐ P-52 ☐ P-53 ☐ P-54 ☐ P-55 ☐ P-56 ☐ P-57 ☐ P-58 ☐ P-59 ☐ P-60 ☐ P-61 ☐ P-62 ☐ P-63

Describe the activity that resulted in the asbestos exposure:

For all Murray Equipment Codes checked, state separately for each piece of Murray equipment if the Injured Party or Primary Exposed Person performed any activities listed in Table AC-1 (Activity Codes) and list the Activity Code. For each activity listed, note the frequency. If the information provided as to these Murray Equipment Codes is within your personal knowledge, please indicate that. If the information is within the personal knowledge of another person, please provide the name of that person.

If you believe the Injured Party's exposure to asbestos for which you allege Murray is responsible falls outside the Equipment Codes and Activity Codes listed in Table AC-1 and Table E-1, please explain in detail the facts and circumstances surrounding the Injured Party's alleged exposure to asbestos for which you believe Murray may be liable, whether or not those facts and circumstances are within your personal knowledge, and, if not, provide the name of the person that has personal knowledge as to the described facts and circumstances:

PART 6C: ALLEGED EXPOSURE TO ASBESTOS FROM PRODUCTS UNRELATED TO ALDRICH AND MURRAY

See instructions for Part 6C

Does the Personal Injury Claimant allege that the Injured Party had exposure to asbestos for which neither Aldrich nor Murray is or was responsible ("Non-Aldrich/Non-Murray Exposure")?

Yes: _____ No: _____

NON-ALDRICH/NON-MURRAY EXPOSURE (JOB OR NON-OCCUPATIONAL SITE #____) (one page per site; use additional pages if more than one site is at issue)

Site Type: ☐ Industrial or Commercial ☐ Residence of a Family Member or Acquaintance ☐ Other _____ (describe)
☐ Personal Residence ☐ Residence of a customer

Site Name (i.e., name and location of plant, refinery) of alleged Non-Aldrich and Non-Murray Exposure (for Secondary/Household exposure, list sites where Primary Exposed Person was allegedly exposed):

Type of alleged exposure (check one and only one):

- ☐ Occupational: Injured Party experienced Non-Aldrich and Non-Murray Exposure because of his or her job (whether full-time or part-time)
- ☐ Non-occupational: Injured Party experienced Non-Aldrich and Non-Murray Exposure for reasons unrelated to his or her job
- ☐ Secondary/Household: Injured Party alleges contact with someone who experienced Non-Aldrich and Non-Murray Exposure (i.e., the Primary Exposed Person)

For Secondary/Household, provide the following information

Relationship between Injured Party and Primary Exposed Person: _____

How did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person? _____

During what period of time did the Injured Party allegedly come into contact with asbestos from the Primary Exposed Person?: _____

Employer (if applicable; for Secondary/Household, list Primary Exposed Person's employer):

City:

State:

Country:

<i>Specify the Occupation Code, (see Table O-1 — If "Other," please describe), Start & End Dates, and Non-Aldrich and Non-Murray Exposure dates for each occupation held during which the Personal Injury Claimant (or Primary Exposed Person) alleges Non-Aldrich or Non-Murray asbestos exposure at this site.</i>			
Occupation 1 Code:	Start Date: (/ /)	End Date: (/ /)	Non-Aldrich and Non-Murray Exposure Dates: (/ /) - (/ /)
Occupation 2 Code:	Start Date: (/ /)	End Date: (/ /)	Non-Aldrich and Non-Murray Exposure Dates: (/ /) - (/ /)
Occupation 3 Code:	Start Date: (/ /)	End Date: (/ /)	Non-Aldrich and Non-Murray Exposure Dates: (/ /) - (/ /)
Describe the activity, including the allegedly asbestos-containing product or products involved and how frequently each activity occurred, that resulted in Non-Aldrich and Non-Murray Exposure (for Secondary/Household exposure, list activity that resulted in exposure of Primary Exposed Person):			
If not otherwise identified in attached documents and Trust claim forms, identify any asbestos or asbestos-containing products to which the Injured Party was exposed (e.g., insulation, cement, etc.) and the company that manufactured and/or supplied each product:			
Is the information you provided as to this site as to the Injured Party's Non-Aldrich and Non-Murray exposure within your personal knowledge (Y/N)? _____ Is the information you provided as to this site as to the Injured Party's Non-Aldrich and Non-Murray exposure within the personal knowledge of another person (Y/N)? _____ If yes, please provide the name of that person(s): _____			

PART 7: INJURED PARTY/PERSONAL INJURY CLAIMANT ECONOMIC LOSS INFORMATION

Has the Injured Party retired? (Y/N): _____
 If yes, date of retirement: (mm/dd/yyyy): _____
 If *not retired*, answer the following for current activity; if *retired*, answer the following for activity at retirement date:
 Occupation: _____ Industry: _____ State: _____ County: _____
 Was the Injured Party employed at the time of diagnosis? (Y/N): _____ if yes, answer the following:
 Occupation: _____ Industry: _____ State: _____ County: _____
 Planned date of retirement but for diagnosis (mm/dd/yyyy): _____
 Did the Injured Party leave employment after the diagnosis? (Y/N): _____
 If yes, date on which Injured Party left employment: (mm/dd/yyyy): _____
 Does the Personal Injury Claimant allege lost wages, lost Social Security, or lost pension? (Y/N): _____ Amount: _____
 Does the Personal Injury Claimant allege lost household services? (Y/N): _____ Amount: _____
 Does the Personal Injury Claimant seek to recover medical expenses? (Y/N): _____ Amount: _____
 Does the Personal Injury Claimant allege any economic loss other than lost wages, lost household services, and medical expenses? (Y/N): _____
 If yes, describe: _____ Amount: _____
 The Injured Party's current marital status (check one):
☐ Single, Never Married ☐ Married ☐ Divorced
☐ Widowed ☐ Marriage Annulled ☐ Legally Separated
☐ Other (specify): _____
 If married, age of spouse: _____

Please provide information on each non-spouse dependent

Dependent	Disabled? (Y/N)	Age	Dependent	Disabled? (Y/N)	Age
Dependent 1:			Dependent 4:		
Dependent 2:			Dependent 5:		
Dependent 3:			Dependent 6:		

PART 8: LAWSUITS AND OTHER CLAIMS BASED ON THE INJURED PARTY'S MESOTHELIOMA OR LUNG CANCER (See instructions for Part 8 and use of associated Table A and Table B)

Provide the total aggregate payments received by the Personal Injury Claimant from all Trusts on account of the Injured Party's mesothelioma or lung cancer:

Provide the total number of Trusts from which the Personal Injury Claimant has received a payment on account of the Injured Party's mesothelioma or lung cancer:

Provide the total aggregate payments received by the Personal Injury Claimant from all entities that are not Trusts, such as tort system defendants, on account of the Injured Party's mesothelioma or lung cancer:

Provide the total number of non-Trust entities from which the Personal Injury Claimant has received a payment on account of the Injured Party's mesothelioma or lung cancer:

PART 8A: LAWSUITS BASED ON THE INJURED PARTY'S MESOTHELIOMA OR LUNG CANCER (See instructions for Part 8 and use of associated Table A)

LAWSUIT # _____ of _____ (For example, Lawsuit #1 of 3. Use additional copies of this page to complete the section separately for each lawsuit). Complete **TABLE A** for all defendants named in this lawsuit.

What is the capacity of the Personal Injury Claimant (select and fill out for all that apply)?

Injured Party Personal Representative/Executor
 Dependent Child Spouse of Injured Party
 Wrongful Death Claimant Other (please specify): _____

Trial Information

Has this claim been resolved either in whole or in part by trial? (Y/N): _____

If yes, please provide further information about the trial:

Was a verdict entered? (Y/N): _____

If a verdict was entered, please provide further information about the verdict:

When was the verdict entered? (mm/dd/yyyy): _____

Was it a plaintiff verdict or a defense verdict?: _____

If a plaintiff verdict, please answer the following:

Which defendants were found liable?: _____

What was the allocation of fault or damages?: _____

Was there a monetary award to plaintiff (Y/N)?: _____

If yes, what was the award of compensatory damages?: _____

Is the case on appeal? (Y/N): _____

Lawsuit Information

State: _____

Federal court? (Y/N): _____

What state county/subdivision or federal district court: _____

Case Number / Docket Number: _____

Date first filed (mm/dd/yyyy): _____

Disease alleged in this lawsuit: _____

PART 8B: OTHER CLAIMS BASED ON THE INJURED PARTY'S MESOTHELIOMA OR LUNG CANCER Complete attached Table B for all claims based on the Injured Party's mesothelioma or lung cancer. You must provide information relating to claims against Trusts and against other entities made by or on behalf of the Personal Injury Claimant or the Injured Party. Use additional pages if more space is required. (See instructions for Part 8 and use associated Table B)

PART 9: QUESTIONNAIRE CERTIFICATION

INSTRUCTIONS: This certification must be signed by either the Injured Party or Related Claimant or by the attorney for such party but need not be signed by both.

If Completed By Personal Injury Claimant:

I swear, under penalty of perjury, that, to the best of my knowledge, I have provided full and complete responses, and included all information available to me, to the questions propounded herein, and all of the information contained in the foregoing responses to this Personal Injury Questionnaire is true, accurate and complete as of the date hereof.

Signature: _____

Date: _____

Print Name: _____

If Completed By Attorney:

I acknowledge that by submitting the foregoing responses to this Personal Injury Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

Signature: _____

Date: _____

Print Name: _____

Law Firm: _____

PART 10: TRUST CLAIM FORMS

Each Personal Injury Claimant must submit copies of all Trust claim forms and any attachments thereto submitted by or on behalf of the Personal Injury Claimant or Injured Party to Trusts listed in Table B (or the electronic equivalent if submitted electronically). Alternatively, the Personal Injury Claimant may execute the authorization attached as Exhibit 1 at the end of this Questionnaire for Aldrich and Murray to obtain the claim forms and their attachments directly from the Trusts. This requirement applies to claim forms submitted to one or more Trusts (or the equivalent information as to Trust claims that you filed with Trusts electronically).

PART 11: DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS QUESTIONNAIRE

Each Personal Injury Claimant must include copies of the following documents with this Questionnaire:

- All depositions taken in any lawsuits listed in Part 8A that relate in any way to the Injured Party's alleged exposures to asbestos or asbestos-containing products.
- All written discovery (including interrogatories and requests for admission) answered on behalf of the Injured Party or Related Claimant in any of the lawsuits listed in Part 8A.
- All expert reports produced by any party in a lawsuit listed in Part 8A.
- Social Security printout and copy of union or employment records relevant to the Injured Party's asbestos exposure (where available). In the case of alleged Secondary or Household exposure, provide the Social Security printout and copy of union or employment of the person who worked with or around asbestos or asbestos-containing products who brought home asbestos fibers on his or her clothes (i.e., the Primary Exposed Person); and
- Copy of medical records (or autopsy report) confirming diagnosis of mesothelioma or lung cancer as detailed in Part 5A and 5B.

Aldrich Pump LLC and Murray Boiler LLC Personal Injury Questionnaire

Instructions

PART 1: STATUS OF MESOTHELIOMA OR LUNG CANCER CLAIM

- In Part 1, "Pending" means that, prior to June 18, 2020, (a) the claimant had served a lawsuit for asbestos-related mesothelioma or lung cancer on one or both of the Debtors or their predecessors, and said lawsuit had neither been dismissed nor settled and paid, OR (b) counsel for the claimant had a written agreement with one or both of the Debtors providing that asbestos-related personal injury claims brought by that counsel would be negotiated and resolved without the filing of a lawsuit against the Debtor(s), the claimant had served a lawsuit for asbestos-related mesothelioma or lung cancer on parties other than the Debtors, the claimant meets all other requirements and conditions for submission of a claim pursuant to said written agreement, the claim has neither been dismissed nor discontinued as to the Debtor(s), and the claim is not known to be time-barred. "Settled" means a Mesothelioma or Lung Cancer Claim for which there is an agreed settlement amount confirmed in writing with one or both of the Debtors prior to June 18, 2020. "Required Settlement Documentation" shall mean all documents required by the Debtors in order to complete, finalize, and process the settlement, including, but not limited to, asbestos exposure information, satisfactory medical records, and a fully and properly executed agreed form of release.

PART 3: RELATED CLAIMANT INFORMATION

- Only complete Part 3 if the Personal Injury Claimant is a "Related Claimant," rather than the Injured Party.

As used in this Questionnaire, the term "Related Claimant" means a person who is not the Injured Party but who is making a claim based on or derived from the Injured Party's mesothelioma or lung cancer, either in a representative capacity (e.g., the personal representative of the Injured Party's estate suing for the Injured Party's injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged personal injury to or wrongful death of the Injured Party).

PART 4: LAW FIRM INFORMATION

- In Part 4, provide contact information for the law firm that represents the Personal Injury Claimant with respect to the Mesothelioma or Lung Cancer Claim. Also provide the identity of any other law firm(s) that represents the Personal Injury Claimant and/or is sharing in the contingent fee with respect to asbestos claims, whether in lawsuits, in making claims against trusts established to pay claims against bankrupt asbestos defendants ("Trusts"), or otherwise.

PARTS 5A and 5B: INFORMATION ON MESOTHELIOMA OR LUNG CANCER DIAGNOSIS

- To support a diagnosis listed in Part 5A or 5B, submit at least one report from a qualified physician with information regarding the Injured Party's diagnosis. Personal Injury Claimants may submit additional documentation, such as x-rays, lab tests and medical exam reports. The submitted evidence should comply with recognized medical standards regarding testing methods, equipment and procedures. A death certificate must be accompanied by pathology or autopsy findings. In addition, the diagnosis must include the information below:

Mesothelioma – A pathology or operative report that indicates a definitive diagnosis of mesothelioma. A diagnosis of mesothelioma based on cytology alone is insufficient, as is a clinical diagnosis of mesothelioma with no pathological evidence.

Lung cancer – Either (1) a statement or report of a physical exam of the Injured Party by the physician providing the diagnosis of lung cancer that causally links the lung cancer to asbestos exposure or (2) a diagnosis of asbestos-related lung cancer by a board-certified pathologist or surgical pathologist that includes a diagnosis of an underlying bilateral asbestos-related non-malignant disease (i.e., bilateral asbestosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification) based upon (a) a chest x-ray read of 1/1 or higher by a certified B-reader, (b) a HRCT scan read by a qualified physician, or (c) a pathology report.

PART 6: ALLEGED EXPOSURE

- In Parts 6A, 6B, and 6C, "Secondary" or "Household" exposure means alleged exposure of the Injured Party to asbestos through another person (the "Primary Exposed Person") who worked with or around asbestos or asbestos-containing products. An example would be asbestos exposure of the Injured Party allegedly resulting from a person that brought home asbestos fibers on his or her clothes.

PARTS 6A and 6B: ALLEGED EXPOSURE TO ALDRICH AND MURRAY PRODUCTS

- In Parts 6A and 6B, identify whether the Personal Injury Claimant alleges the Injured Party was exposed to asbestos from asbestos-containing products for which Aldrich or Murray is alleged to be responsible. The products for which Aldrich is alleged to be responsible are the same products for which former Ingersoll-Rand Company was alleged to be responsible. The products for which Murray is alleged to be responsible are the same products for which former Trane U.S. Inc. was alleged to be responsible. Answer the questions with respect to the Injured Party's occupational and non-occupational exposures to asbestos products which you allege are attributable to Aldrich or Murray equipment.
- **Complete a separate Part 6A or Part 6B for every site from which the Personal Injury Claimant alleges Aldrich Exposure or Murray Exposure.** Use as many copies of Part 6A or Part 6B as necessary to answer for all sites where alleged Aldrich Exposure or Murray Exposure occurred and assign a number for each site. In the case of Secondary or Household exposure, list information for each job or non-occupational site where primary exposure allegedly occurred and provide the required information regarding the Primary Exposed Person's alleged exposure during the periods when the secondary exposed person claims exposure.
- See attached Occupation Codes (Table O-1), Equipment Codes (Table E-1), and Activity Codes (Table AC-1) for use in completing Parts 6A and 6B.

PART 6C: ALLEGED EXPOSURE TO ASBESTOS UNRELATED TO ALDRICH AND MURRAY

- In Part 6C, answer the questions with respect to the Injured Party's occupational and non-occupational alleged exposures to asbestos unrelated to Aldrich and Murray.
- In this section, identify each job or non-occupational site at which the Injured Party allegedly experienced asbestos exposure in any form for which you allege companies other than Aldrich and Murray are responsible ("Non-Aldrich and Non-Murray Exposure"). Use as many copies of this page as necessary to answer for all jobs and non-occupational sites where alleged Non-Aldrich and Non-Murray Exposure occurred and assign a number for each job or non-occupational site. In the case of Secondary or Household exposure, list information for each job or non-occupational site where primary exposure allegedly occurred and provide the required information regarding the Primary Exposed Person's alleged exposure during the periods when the Secondary or Household exposure occurred.

PART 7: INJURED PARTY/PERSONAL INJURY CLAIMANT ECONOMIC LOSS INFORMATION

- Provide the information requested in Part 7 regarding the Injured Party's alleged economic losses and dependents.
- For answering questions related to occupation and industry, you do not need to use the Occupation Codes.

PART 8: LITIGATION AND OTHER CLAIMS RELATED TO THE INJURED PARTY'S ALLEGED ASBESTOS EXPOSURE

- For each lawsuit listed in Part 8A, also complete both Part A and attached Tables A and B.
- The term "DWOP" in Tables A and B means "dismissed without payment." You should check this box if the claim was dismissed for any reason without a payment from the defendant.

OCCUPATION CODES – Table O-1

INSTRUCTIONS: Use these Occupation Codes when completing **PART 6: ALLEGED EXPOSURE**Occupation Codes

Code	Occupation	Code	Occupation
O-1	GASKET CUTTER (SECONDARY MANUFACTURING ONLY)	O-21B	ENGINEER (OTHER INDUSTRIES)
O-2	PLUMBER	O-22A	FURNACE WORKER / REPAIRMAN / INSTALLER (CHEMICAL, CONSTRUCTION TRADES IRON/STEEL, MARITIME, MILITARY, PETROCHEMICAL, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)
O-3	MARITIME MACHINERY REPAIRMAN	O-22B	FURNACE WORKER/REPAIRMAN/INTALLER (OTHER INDUSTRIES)
O-4	MARITIME MACHINIST'S MATE	O-23	LABORER
O-5A	MILLWRIGHT (CHEMICAL, MARITIME, MILITARY, PETROCHEMICAL, SHIPYARD CONSTRUCTION/REPAIR, TEXTILE, AND UTILITIES INDUSTRIES)	O-24	NAVY / MARITIME (OTHER SHIPBOARD)
O-5B	MILLWRIGHT (OTHER INDUSTRIES)	O-25	POWER PLANT OPERATOR
O-6	PIPEFITTER	O-26	RAILROAD WORKER (RAILROAD INDUSTRY)
O-7	STEAMFITTER	O-27	RUBBER / TIRE WORKER (TIRE/RUBBER INDUSTRY)
O-8	BOILER TECHNICIAN / REPAIRMAN / BOILERMAKER	O-28	SEAMAN
O-9A	FIREMAN (CHEMICAL, MARITIME, MILITARY, PETROCHEMICAL, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-29A	SHEET METAL WORKER / SHEET METAL MECHANIC (CHEMICAL, CONSTRUCTION TRADES, IRON/STEEL, MARITIME, MILITARY, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)
O-9B	FIREMAN (OTHER INDUSTRIES)	O-29B	SHEET METAL WORKER / SHEET METAL MECHANIC (OTHER INDUSTRIES)
O-10A	MACHINIST (MARITIME, MILITARY, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-30	SHIPYARD WORKER (MAINLAND REPAIR, MAINTENANCE)
O-10B	MACHINIST (OTHER INDUSTRIES)	O-31	STEELWORKER (CONSTRUCTION TRADES AND IRON/STEEL INDUSTRIES)
O-11	MARITIME ENGINEMAN, OILER, WIPER	O-32	WELDER
O-12	REFINERY WORKER (CHEMICAL, LONGSHORE, AND PETROCHEMICAL INDUSTRIES)	O-33	ASBESTOS SPRAYER / SPRAY GUN MECHANIC
O-13	SHIPFITTER / SHIPWRIGHT / SHIP BUILDER (CONSTRUCTION TRADES, MARITIME, MILITARY, AND SHIPYARD CONSTRUCTION/REPAIR INDUSTRIES)	O-34	BRICK MASON / LAYER / HOD CARRIER
O-14	AIR CONDITIONING AND HEATING INSTALLER / MAINTENANCE	O-35	CARPENTER
O-15	ASSEMBLY LINE / FACTORY / PLANT WORKER	O-36	CLERICAL / OFFICE WORKER
O-16	BUILDING MAINTENANCE / SUPERINTENDENT (INDUSTRIAL)	O-37A	CUSTODIAN / JANITOR IN OFFICE / RESIDENTIAL BUILDING (CONSTRUCTION TRADES)
O-17	BURNER OPERATOR	O-37B	CUSTODIAN / JANITOR IN OFFICE / RESIDENTIAL BUILDING (OTHER INDUSTRIES)
O-18	CONSTRUCTION (COMMERCIAL OR INDUSTRIAL)	O-38	FIREFIGHTER
O-19	CUSTODIAN / JANITOR (INDUSTRIAL ENVIRONMENT)	O-39	FOUNDRY WORKER
O-20	ELECTRICIAN	O-40	GLASS WORKER

O-21A	ENGINEER (CHEMICAL, CONSTRUCTION TRADES, IRON/STEEL, MILITARY, PETROCHEMICAL, SHIPYARD, CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-41	HEAVY EQUIPMENT OPERATOR (INDUSTRIAL ENVIRONMENT)
O-42	INSULATOR	N-1	U.S. NAVY MACHINERY REPAIRMAN
O-43	IRON WORKER	N-2	U.S. NAVY MACHINIST'S MATE
O-44	JOINER (CONSTRUCTION TRADES, MARITIME, MILITARY,	N-3	U.S. NAVY PIPEFITTER
O-45	LONGSHOREMAN, RIGGER, STEVEDORE (LONGSHORE, MARITIME, PETROCHEMICAL, AND SHIPYARD CONSTRUCTION/REPAIR INDUSTRIES)	N-4	U.S. NAVY BOILER TECHNICIAN, BOILER MAKER
O-46	MIXER / BAGGER	N-5	U.S. NAVY ENGINEMAN, OILER, WIPER
O-47	PAINTER (COMMERCIAL/INDUSTRIAL ENVIRONMENT)	N-6	U.S. NAVY FIREMAN
O-48	PLASTERER	N-7	U.S. NAVY DAMAGE CONTROLMAN
O-49	SANDBLASTER	N-8	U.S. NAVY ELECTRICIAN'S MATE
O-50	WAREHOUSE WORKER (INDUSTRIAL ENVIRONMENT)	N-9	U.S. NAVY GAS TURBINE SYSTEM TECHNICIAN
O-51	ASBESTOS MINER	N-10	U.S. NAVY INSTRUMENT MAN
O-52	ASBESTOS PLANT / ASBESTOS MANUFACTURING WORKER		
O-53	ASBESTOS REMOVAL / ABATEMENT		
O-54	AUTO MECHANIC / BRAKE REPAIRMAN, INSTALLER		
O-55	BRAKE MANUFACTURER / INSTALLER		
O-56	CHIPPER / GRINDER		
O-57	FLOORING INSTALLER / TILE INSTALLER / TILE MECHANIC		
O-58	NON-ASBESTOS MINER		
O-59	NON-OCCUPATIONAL / RESIDENTIAL / DO-IT-YOURSELF (DIY) ¹		
O-60	PROFESSIONAL (INDUSTRIAL ENVIRONMENT)		

¹ Unless otherwise indicated, any occupation in a residential/do-it-yourself or non-industrial environment will be classified in this group.

EQUIPMENT CODES – TABLE E-1

INSTRUCTIONS: Use these Equipment codes when completing **PART 6: ALLEGED EXPOSURE**

Aldrich Equipment Codes

Code	Equipment Name	Equipment Known As	Code	Equipment Name	Equipment Known As
P-01	Ingersoll-Rand Compressor		P-08		Dresser-Rand Turbine
P-02	Ingersoll-Rand Condenser		P-09	Ingersoll-Rand Drilling Equipment	
P-03	Ingersoll-Rand Pump		P-10		S&S Scoops
P-04		Aldrich Pump	P-11	Ingersoll-Rand Mining Equipment	
P-05		Cameron Pump	P-12		Lee Norse Mining Equipment
P-06		Ingersoll-Dresser Pump or IDP	P-13		S&S Mining Equipment
P-07	Ingersoll-Rand Turbine		P-14		Simmons-Rand Mining Equipment

Murray Equipment Codes

P-15	American Blower Industrial Fans		P-47	Trane Boiler	
P-16	American Standard Boiler		P-48	Trane Chiller	
P-17		Acme	P-49	Trane Compressor	
P-18		American Radiator Company	P-50	Trane Evaporator	
P-19		American Radiator and Standard Sanitary	P-51	Trane Furnace	
P-20		Arco	P-52	Trane HVAC unit	
P-21		Arcofire	P-53	Trane Radiator	
P-22		Arcoflash	P-54	Trane Refrigeration Unit	
P-23		Arcola	P-55	Trane Steam Traps	
P-24		Arcoleader	P-56	Trane Valves	
P-25		Arcoliner	P-57	Union Switch & Signal railroad signaling equipment	
P-26		Electra	P-58	Union Switch & Signal railroad switching equipment	
P-27		Empire	P-59	WABCO Railroad Compressor	
P-28		Exbrook	P-60	WABCO Railroad brakes	
P-29		Fox	P-61		COBRA Railroad brake shoes
P-30		Ideal	P-62	WABCO Heavy mining equipment	
P-31		Invincible	P-61		Le Tourneau heavy mining equipment
P-32		Ideal	P-62	WABCO Off-road vehicle equipment	
P-33		Invincible	P-63		WABCO Haulpak trucks
P-34		Magazine			
P-35		Oakmont			
P-36		Redflash			
P-37		Severn			
P-29		Standard			
P-30		Sunbeam			
P-31	American Standard Furnace				
P-32	American Standard Valves				
P-33		Arco			
P-34		Belknap			
P-35		Detroit Lubricants			
P-36		D.T. Williams			
P-37		Ideal			
P-38	Fox Furnace				
P-39	Kewanee Boiler				
P-40	Majestic Fireplace				

P-41	Murray Boiler				
P-42	Murray Turbine				
P-43	Ross Heat Exchanger				
P-44	Sunbeam Furnace				
P-45	Trane Absorber				
P-46	Trane Air Handling Unit				

ACTIVITY CODES – TABLE AC-1

INSTRUCTIONS: Use these Activity Codes when completing **PART 6**

AC-1	Personally removed asbestos-containing gaskets from Aldrich equipment
AC-2	Personally removed asbestos-containing packing from Aldrich equipment
AC-3	Personally replaced asbestos-containing gaskets from Aldrich equipment
AC-4	Personally replaced asbestos-containing packing from Aldrich equipment
AC-5	Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Aldrich equipment
AC-6	Personally removed asbestos-containing friction products (brakes, clutches) from Aldrich equipment (Equipment Codes P-9- P-14 only)
AC-7	Personally replaced asbestos-containing friction products (brakes, clutches) from Aldrich equipment (Equipment Codes P-9- P-14 only)
AC-8	Worked in the presence of others removing or replacing asbestos-containing gaskets, packing, or friction products (brakes, clutches) from Aldrich equipment (Equipment Codes P-9- P-14 only)
AC-9	Personally removed asbestos-containing gaskets from Murray equipment
AC-10	Personally removed asbestos-containing packing from Murray equipment
AC-11	Personally replaced asbestos-containing gaskets from Murray equipment
AC-12	Personally replaced asbestos-containing packing from Murray equipment
AC-13	Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Murray equipment
AC-14	Personally removed asbestos-containing gaskets from Murray boiler equipment (Equipment Codes P-16-P-30 only)
AC-15	Personally removed asbestos-containing packing from Murray boiler equipment (Equipment Codes P-16-P-30 only)
AC-16	Personally replaced asbestos-containing gaskets from Murray boiler equipment (Equipment Codes P-16-P-30 only)
AC-17	Personally replaced asbestos-containing packing from Murray boiler equipment (Equipment Codes P-16-P-30 only)
AC-18	Personally removed asbestos-containing thermal insulation from Murray boiler equipment originally installed prior to 1955 (Equipment Codes P-16-P-30 only)
AC-19	Personally replaced asbestos-containing thermal insulation from Murray boiler equipment originally installed prior to 1955 (Equipment Codes P-16-P-30 only)
AC-20	Worked in the presence of others removing or replacing asbestos-containing gaskets or packing from Murray boiler equipment or thermal insulation from Murray boiler equipment originally installed prior to 1955 (Equipment Codes P-16-P-30 only)
AC-21	Personally removed asbestos-containing friction products (brakes, clutches) from Murray equipment (Equipment Codes P-57 through P-63 only)
AC-22	Personally replaced asbestos-containing friction products (brakes, clutches) from Murray equipment (Equipment Codes P-57 through P-63 only)
AC-23	Worked in the presence of others removing or replacing asbestos-containing gaskets, packing, or friction products from Murray equipment (Equipment Codes P-57 through P-63 only)

TABLE A

NAMED DEFENDANTS AGAINST WHICH A LAWSUIT FOR ASBESTOS-RELATED MESOTHELIOMA OR LUNG CANCER HAS BEEN FILED

"DWOP" means "dismissed without payment."

LAWSUIT # _____ -of- _____ (fill in appropriate lawsuit # from PART 8A)

RELATED CASE NUMBER _____ (fill in appropriate Case Number from PART 8A)

Named Defendant	Claim Status			Payment Date (or, if not paid, Resolution Date) (mm/dd/yyyy)
1	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
2	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
3	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
4	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
5	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
6	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
7	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
8	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
9	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
10	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
11	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
12	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
13	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
14	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
15	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
16	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
17	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
18	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
19	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
20	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
21	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
22	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
23	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
24	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
25	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
Note: If more space is required, use additional pages				

PART 8B: OTHER CLAIMS RELATED TO THE INJURED PARTY (Information About Claims against Bankruptcy Trusts and Other Entities)

INSTRUCTIONS: Complete attached Table B for all non-lawsuit claims based on the Injured Party's mesothelioma or lung cancer. You must provide information relating to all claims against Trusts and other entities made by or on behalf of the Personal Injury Claimant or the Injured Party not already listed in Table A. The claims in Table B should include both claims that are already asserted and claims that are intended to be asserted at some later time, including claims under an administrative agreement. Use additional pages if more space is required.

"DWOP" means "dismissed without payment."

TABLE B**ENTITIES AGAINST WHICH A CLAIM HAS BEEN FILED FOR ASBESTOS-RELATED PERSONAL INJURY OR WRONGFUL DEATH**

Trust Name	Claim Has Been Filed	Claim Status (check both if applicable)	Payment Date (or, if not paid, Resolution Date) (mm/dd/yyyy)
A&I Corporation Asbestos Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
ABB Lummus Global Inc. 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
A-Best Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
AC&S Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Amatex Asbestos Disease Trust Fund	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
APG Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
API, Inc. Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Armstrong World Industries Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
ARTRA 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
ASARCO LLC Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Bartells Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Brauer 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Burns and Roe Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
C. E. Thurston & Sons Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Celotex Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Christy Refractories Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Combustion Engineering 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Congoleum Plan Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
DII Industries, LLC Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Durabla Manufacturing Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Eagle-Picher Industries Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Federal Mogul U.S. Asbestos Personal Injury Trust (FMP Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Federal Mogul U.S. Asbestos Personal Injury Trust (T&N Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Flintkote Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Forty-Eight Insulations Qualified Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Fuller-Austin Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
G-I Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	

Geo. V. Hamilton, Inc. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
GST Settlement Facility	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
H. K. Porter Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Hercules Chemical Company, Inc. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
J.T. Thorpe Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
JT Thorpe Company Successor Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Kaiser Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Keene Creditors Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Leslie Controls, Inc. Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Lykes Tort Claims Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
M. H. Detrick Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Manville Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Maremont Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Metex Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Motors Liquidation Company Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
NGC Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
North American Refractories Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Plant Insulation Company Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
PLI Disbursement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Plibrico Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Porter Hayden Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Quigley Company, Inc. Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Raytech Corporation Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Rock Wool Mfg Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Rutland Fire Clay Company Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Sepco Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Shook & Fletcher Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Skinner Engine Co. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
SPHC Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
State Insulation Corporation Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Stone and Webster Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Swan Asbestos and Silica Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	

Thorpe Insulation Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
United Gilsonite Laboratories Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
United States Gypsum Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
United States Mineral Products Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
UNR Asbestos-Disease Claims Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Utex Industries, Inc. Successor Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Wallace & Gale Company Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Western MacArthur-Western Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
WRG Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Yarway Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Other Trust: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Other Trust: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid	
Company or Other Party	Claim Status		
			Payment Date (or, if not paid, Resolution Date) (mm/dd/yyyy)
Bestwall LLC (Georgia-Pacific)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
DBMP LLC (CertainTeed)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Kaiser Gypsum	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Paddock Enterprises LLC (Owens-Illinois)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Fairbanks Company	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
ON Marine Services Company LLC (Oglebay Norton Co.)	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Duro Dyne National Corp.	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Reilly Benton Co. Inc.	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Imerys Talc America	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Frazier	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
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Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
Other Entity: _____	<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled	
Note: If more space is required, use additional pages.				

TO WHOM IT MAY CONCERN:

The Personal Injury Claimant named below hereby authorizes each Trust listed in the attachment hereto to provide a copy of any claim form submitted to such Trust, as well as all documents attached to the form by or on behalf of such Personal Injury Claimant¹ (or the equivalent information as to Trust claims filed with Trusts electronically), to the law firms of Jones Day and Evert Weathersby Houff in their capacities as counsel to Aldrich Pump LLC, *et al.*, in their chapter 11 cases, docketed as Case No. 20-BK-30608 (JCW) (Bankr. W.D.N.C.) (the "Bankruptcy Cases") at the addresses below:

David Torborg
Jones Day
51 Louisiana Avenue
Washington, D.C. 20001
dtorborg@jonesday.com

Michael Evert
Evert Weathersby Houff
3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
cmevert@ewhlaw.com

The Personal Injury Claimant has elected to provide this Authorization pursuant to the *Order (I) Establishing a Bar Date for Certain Known Asbestos Claims, (II) Approving Proof of Claim Form, (III) Approving Personal Injury Questionnaire, (IV) Approving Notice to Claimants, and (V) Granting Related Relief*, entered in the Bankruptcy Cases on [____], 2021 [Dkt. [____]] (the "Prepetition Claims Bar Date Order"). The Personal Injury Claimant expressly reserves his or her right to all of the protections of the Prepetition Claims Bar Date Order, including, without limitation, the restrictions set forth therein on the uses and disclosure of "Questionnaire Responses." Except for the limited disclosure permitted by this Authorization, the Personal Injury Claimant does not waive, but expressly asserts, his or her rights under any confidentiality provisions applicable under the bankruptcy plan of reorganization, Trust agreement, or Trust distribution procedures under which any given Trust was created or operates.

This Authorization does not permit any Trust to release any information whatsoever, other than a copy of any claim form submitted to any of the listed Trusts by or on behalf of the Personal Injury Claimant (or the equivalent information as to Trust claims filed with Trusts electronically), as well as any attached documents such as deposition transcripts, affidavits, invoices, etc. Without limiting the generality of the foregoing two sentences, the Authorization does not permit any Trust to release information concerning the status of any claim, settlement of any claim, or payment of any claim.

Name of Personal Injury Claimant: _____

Personal Injury Claimant Social Security No.: _____

Name of Injured Party: _____

Injured Party Social Security No.: _____

Signature of Personal Injury Claimant or attorney authorized to execute this document for Personal Injury Claimant:

Name of signing attorney, if applicable: _____

Date: _____

Attachment: List of Asbestos Settlement Trusts

¹ For the avoidance of doubt, if the Personal Injury Claimant is making a claim based on or derived from the Injured Party's mesothelioma or lung cancer, either in a representative capacity (e.g., the personal representative of the Injured Party's estate suing for the Injured Party's injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged personal injury to or wrongful death of the Injured Party), this authorization includes all information submitted to any Trust based on the Injured Party's alleged exposures to asbestos or asbestos-containing products.

Attachment to Exhibit 1: List of Trusts Referenced in Personal Injury Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records

Trusts	
A&I Corporation Asbestos Bodily Injury Trust	NGC Bodily Injury Trust
ABB Lummus Global Inc. 524(g) Asbestos PI Trust	North American Refractories Company Asbestos Personal Injury Settlement Trust
A-Best Asbestos Settlement Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
AC&S Asbestos Settlement Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
Amatex Asbestos Disease Trust Fund	Pittsburgh Corning Corporation Asbestos Personal Injury Settlement Trust
APG Asbestos Trust	Plant Insulation Company Asbestos Settlement Trust
API, Inc. Asbestos Settlement Trust	PLI Disbursement Trust
Armstrong World Industries Asbestos Personal Injury Settlement Trust	Plibrico Asbestos Trust
ARTRA 524(g) Asbestos Trust	Porter Hayden Bodily Injury Trust
ASARCO LLC Asbestos Personal Injury Settlement Trust	Quigley Company, Inc. Asbestos Personal Injury Trust
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	Raytech Corporation Asbestos Personal Injury Settlement Trust
Bartells Asbestos Settlement Trust	Rock Wool Mfg Company Asbestos Trust
Brauer 524(g) Asbestos Trust	Rutland Fire Clay Company Asbestos Trust
Burns and Roe Asbestos Personal Injury Settlement Trust	Sepco Asbestos PI Trust
C. E. Thurston & Sons Asbestos Trust	Shook & Fletcher Asbestos Settlement Trust
Celotex Asbestos Settlement Trust	Skinner Engine Co. Asbestos Trust
Christy Refractories Asbestos Personal Injury Trust	SPHC Asbestos Personal Injury Trust
Combustion Engineering 524(g) Asbestos PI Trust	State Insulation Corporation Asbestos PI Trust
Congoleum Plan Trust	Stone and Webster Asbestos Trust
DII Industries, LLC Asbestos PI Trust	Swan Asbestos and Silica Settlement Trust
Durabla Manufacturing Company Asbestos Trust	T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
Eagle-Picher Industries Personal Injury Settlement Trust	Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
Federal Mogul U.S. Asbestos Personal Injury Trust (FMP Sub-Fund)	United Gilsonite Laboratories Asbestos Personal Injury Trust
Federal Mogul U.S. Asbestos Personal Injury Trust (T&N Sub-Fund)	United States Gypsum Asbestos Personal Injury Settlement Trust
Flintkote Asbestos Trust	United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
Forty-Eight Insulations Qualified Settlement Trust	United States Mineral Products Company Asbestos Personal Injury Settlement Trust
Fuller-Austin Asbestos Settlement Trust	UNR Asbestos-Disease Claims Trust
G-I Asbestos Settlement Trust	Utex Industries, Inc. Successor Trust
Geo. V. Hamilton, Inc. Asbestos Trust	Wallace & Gale Company Asbestos Settlement Trust
GST Settlement Facility	Western MacArthur-Western Asbestos Trust
H. K. Porter Asbestos Trust	WRG Asbestos PI Trust
Hercules Chemical Company, Inc. Asbestos Trust	Yarway Asbestos Personal Injury Trust
J.T. Thorpe Settlement Trust	
JT Thorpe Company Successor Trust	
Kaiser Asbestos Personal Injury Trust	
Keene Creditors Trust	
Leslie Controls, Inc. Asbestos Personal Injury Trust	
Lykes Tort Claims Trust	
M. H. Detrick Company Asbestos Trust	
Manville Personal Injury Settlement Trust	
Maremont Asbestos PI Trust	
Metex Asbestos PI Trust	
Motors Liquidation Company Asbestos Personal Injury Trust	

EXHIBIT 3.A

EXHIBIT 3.A TO ORDER (I) ESTABLISHING A BAR DATE FOR CERTAIN KNOWN ASBESTOS CLAIMS, (II) APPROVING PROOF OF CLAIM FORM, (III) APPROVING PERSONAL INJURY QUESTIONNAIRE, (IV) APPROVING NOTICE TO CLAIMANTS AND (V) GRANTING RELATED RELIEF

Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 12.h of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] ("**Employer**"), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above-referenced Order (I) Establishing a Bar Date for Certain Known Asbestos Claims, (II) Approving Proof of Claim Form, (III) Approving Personal Injury Questionnaire, (IV) Approving Notice to Claimants and (V) Granting Related Relief (the "**Prepetition Asbestos Claims Bar Date Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Prepetition Asbestos Claims Bar Date Order.

I have read the Prepetition Asbestos Claims Bar Date Order on behalf of Employer as part of performing its duties to _____ [write in name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy cases]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Prepetition Asbestos Claims Bar Date Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer's behalf, I represent that Employer has made, or will make the Prepetition Asbestos Claims Bar Date Order and this joinder known in advance to all of Employer's employees, agents, and representatives who are to receive access to Questionnaire Responses, so that they will be on notice of Employer's duties in connection therewith and their own responsibilities to ensure compliance with the Prepetition Asbestos Claims Bar Date Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Prepetition Asbestos Claims Bar Date Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for any purpose other than the bankruptcy cases, except as may be

specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Prepetition Asbestos Claims Bar Date Order.

Pursuant to paragraph 24 of the Prepetition Asbestos Claims Bar Date Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the "**Plan**"), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Asbestos Committee, and the Future Claimants' Representative, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turnover Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Prepetition Asbestos Claims Bar Date Order and this joinder and for no other purposes.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

EXHIBIT 3.B

EXHIBIT 3.B TO ORDER (I) ESTABLISHING A BAR DATE FOR CERTAIN KNOWN ASBESTOS CLAIMS, (II) APPROVING PROOF OF CLAIM FORM, (III) APPROVING PERSONAL INJURY QUESTIONNAIRE, (IV) APPROVING NOTICE TO CLAIMANTS AND (V) GRANTING RELATED RELIEF

In re Aldrich Pump LLC, et al.
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina

Instructions: *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 12.h of the above-referenced Order (for example, a self-employed expert or a witness).*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced Order (I) Establishing a Bar Date for Certain Known Asbestos Claims, (II) Approving Proof of Claim Form, (III) Approving Personal Injury Questionnaire, (IV) Approving Notice to Claimants and (V) Granting Related Relief (the "**Prepetition Asbestos Claims Bar Date Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced Chapter 11 cases.

I have read the Prepetition Asbestos Claims Bar Date Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Prepetition Asbestos Claims Bar Date Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Prepetition Asbestos Claims Bar Date Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Prepetition Asbestos Claims Bar Date Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the bankruptcy cases, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Prepetition Asbestos Claims Bar Date Order.

Pursuant to paragraph 24 of the Prepetition Asbestos Claims Bar Date Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the "**Plan**"), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Asbestos Committee, and the Future Claimants' Representative, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Prepetition Asbestos Claims Bar Date Order and this joinder and for no other purposes.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____

EXHIBIT B

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17 CONTINUED HEARING FOR ANNOUNCEMENT OF
18 DECISION ON (4247) MOTION BY THE FUTURE
19 ASBESTOS CLAIMANTS' REPRESENTATIVE FOR
20 AN ASBESTOS CLAIMS BAR DATE AND RELATED
21 RELIEF; (4276) PRELIMINARY OBJECTION OF THE
22 OFFICIAL COMMITTEE OF ASBESTOS PERSONAL
23 INJURY CLAIMANTS; (4295) MEMORANDUM;
(4282) RESPONSE BY COLTEC INDUSTRIES,
INC.; (4285) DEBTORS' RESPONSE;
(4315) DEBTORS' REPLY; AND
(4317) FCR'S REPLY
BEFORE THE HONORABLE J. CRAIG WHITLEY,
UNITED STATES BANKRUPTCY JUDGE

1 APPEARANCES:

2 For the Debtors: Robinson Bradshaw & Hinson, P.A.
3 BY: GARLAND S. CASSADA, ESQ.
4 RICHARD C. WOLF, JR., ESQ.
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246

5 For Official Committee Caplin & Drysdale, Chartered
6 of Asbestos Personal BY: TREVOR W. SWETT, ESQ.
7 Injury Claimants: One Thomas Circle, NW, Suite 1100
Washington, DC 20005

8 Moon Wright & Houston, PLLC
9 BY: TRAVIS W. MOON, ESQ.
227 West Trade Street, Suite 1800
Charlotte, NC 28202

10 APPEARANCES (via telephone):

11 For Interested Party, Moore & Van Allen PLLC
12 Coltec Industries, Inc.: BY: HILLARY B. CRABTREE, ESQ.
13 100 N. Tryon Street, Suite 4700
Charlotte, NC 28202-4003

14 For Creditor, Future Orrick Herrington
15 Asbestos Claimants: BY: JONATHAN P. GUY, ESQ.
16 1152 15th Street, N.W.
Washington, DC 20005

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1 APPEARANCES (via telephone):

2 For the Debtors:

Rayburn Cooper & Durham, P.A.
BY: JOHN R. MILLER, JR., ESQ.
227 West Trade St., Suite 1200
Charlotte, NC 28202

4

Robinson Bradshaw & Hinson, P.A.
BY: JONATHAN C. KRISKO, ESQ.
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246

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Audio Operator:

KAREN HEAVNER

8

9 Transcript prepared by:

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Virginia Beach, VA 23451
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trussell131@cox.net

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Proceedings recorded by electronic sound recording; transcript
produced by transcription service.

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1 P R O C E E D I N G S

2 (Call to Order of the Court)

3 THE COURT: Have a seat, everyone. Good afternoon.

4 (Counsel greet the Court)

5 THE COURT: Okay. Are we good? Okay.

6 We'll call the matter of Garlock Sealing Technologies.

7 We're here on the continued hearing to get a ruling on last
8 week's motion.

9 So let me take your appearances, starting with those
10 in the courtroom.

11 MR. CASSADA: Good afternoon, Your Honor. Garland
12 Cassada here with Robinson Bradshaw & Hinson, accompanied by
13 Mr. Richard Worf. We represent the debtors.

14 THE COURT: All right.

15 Mr. Swett.

16 MR. SWETT: Good afternoon, Your Honor. Trevor Swett,
17 along with Tom Moon, Caplin & Drysdale in my case, Moon Wright
18 & Houston in his, both for the Official Committee of Asbestos
19 Personal Injury Claimants.

20 THE COURT: Okay.

21 Do we have telephonic appearances?

22 MS. CRABTREE: Yes, Your Honor. This is Hillary
23 Crabtree on behalf of Coltec Industries, Inc.

24 THE COURT: Others?

25 MR. GUY: Good afternoon, Your Honor. Jonathan Guy,

1 on behalf of the FCR, and I believe Mr. Grier is also on the
2 phone.

3 THE COURT: Okay.

4 MR. MILLER: Afternoon, Your Honor. Jack Miller,
5 Rayburn Cooper & Durham, for the debtors on the phone.

6 THE COURT: Anyone else?

7 MR. KRISKO: Yes, Your Honor. Jonathan Krisko, also
8 from Robinson Bradshaw, on behalf of the debtors.

9 THE COURT: Anyone else?

10 (No response)

11 THE COURT: Okay, great.

12 Well, thank you for the quality of the presentation
13 last week. For someone coming into the case anew in midstream,
14 it was very helpful to get the long-play version. I will tell
15 you all that I come into the case with a certain amount of
16 humility in this. I understand most of our participants are
17 experienced players to the asbestos bankruptcy genre and, of
18 course, neither Judge Hodges nor I are. We've been on the
19 bench fairly long, so we know that, a good bit about chapter 11
20 in general, but obviously, this is a subspecialty of the
21 practice and it is most interesting from my perspective.

22 But between that and coming into the case at
23 midstream, I recognize that I don't know everything that I need
24 to know about the case and I appreciate your efforts to try to
25 get me up to speed as quickly as possible.

1 The -- I hope with that, as well, that we won't need
2 to go quite in as much detail next time we, we pick up with one
3 of these issues, but I do appreciate the presentations.

4 What I was going to do today is simply tell you the
5 outcome of the motions, then briefly explain the reasoning. As
6 I understand it, Judge Hodges has not in the past waded through
7 the blow by blow and since it took us a full day to get to all
8 the arguments and counterarguments last time and since all have
9 been well briefed, I don't see a necessity to go through all
10 that. But I will touch on a couple of the more material
11 issues.

12 The short answer is that I believe the FCR's motion
13 for a bar date must be granted. On the other hand, the
14 debtors' confirmation procedures motion should be granted in
15 part and the objection of the Committee is sustained in part.
16 And we'll get into the details of that.

17 Let's talk about the bar date, briefly. The
18 arguments, obviously, you know very well, but, in short, I
19 agree with the FCR's arguments, particularly those contained in
20 his reply brief. I think bankruptcy law generally requires a
21 bar date. The Rule, of course, 3003 says it. The language of
22 the Rule and the Code, generally, are clear and unambiguous in
23 this point and that means my job's to enforce it, not to go
24 looking for other constructions.

25 I believe on two occasions the Fourth Circuit has

1 touched on this in the Robins case earlier and the latter have
2 been both briefed, but they're both consistent with the Rule
3 meaning what it says, that you have to have a bar date and that
4 there are good reasons for that.

5 As to the Committee's arguments that these weren't
6 asbestos decisions and a different rule should apply, well, I
7 hear you. I understand this is a very technical area of the
8 law, but I think those arguments have to be made to the
9 Legislature, not, not to me. I've got to live with the Rules
10 that they have given us. So in that instance, I think it's
11 really the case and it appears to be fairly common in the
12 asbestos area.

13 So for all the reasons that the ACC, or that the FCR
14 has argued in favor of the bar date, I think we have to have
15 one. I thought the way that the bar date was defined, as
16 recounted in the reply brief, was also acceptable where you
17 have someone diagnosed with a disease or it's manifested or
18 become evident within more than six months before the entry of
19 the bar date, which, of course, is itself six months after we
20 enter an order to that effect and limited to claims that are
21 not only diagnosed, but had already filed a lawsuit against a
22 defendant or a claim against an asbestos trust. I think that's
23 going to be pretty clear as to who falls into those categories
24 and not unfair to those parties, even the ones that have
25 recently acquired the disease or manifested the disease.

1 The ACC, of course, argued there was a due process
2 concern. I think anytime you're dealing with potential future
3 claimants you've got due process issues, but when you construe
4 the Malaine (phonetic) case and the progeny in bankruptcy,
5 including the J. A. Jones case, it's, due process is a flexible
6 concept and in this instance my understanding is that a
7 publication notice for unknown claimants and natural notice to
8 the known ones is sufficient. The AmChem Products case to me
9 is distinguishable. While it raises concerns about adequacy of
10 notice to those not showing the disease at present, they're
11 talking about future claims and we're arguing about present
12 ones.

13 So I think it's sufficient.

14 As to the timing of the bar date and the voting
15 notice, everyone seems to agree, if there is to be one, that
16 they should be aligned and that's fine with me.

17 So the only question I think we have to deal with here
18 is when the bar date should be imposed and I agree with the FCR
19 that with a plan on the table and agreement between those two,
20 the debtor, the parent company and the FCR, this is probably
21 the time to go ahead and do that. We'll talk about the form of
22 notice and the bar date order itself in the next motion.

23 So that's the first.

24 The motion for approval of solicitation -- excuse
25 me -- confirmation procedures and the schedule, I won't recite

1 all the arguments to and from, but it seems to me that
2 everyone's, generally, in agreement with the noticing plan,
3 apart from that general due process issue, and the idea of
4 soliciting the asbestos claimants at the same time that you
5 give notice of the plan in regard to the proposed confirmation
6 hearing and that's all well and good. That makes sense and
7 avoids costs.

8 We're arguing about whether those contingent disputed
9 unliquidated claims should be temporarily allowed for voting
10 purposes and if so, under what criteria. Obviously, I think in
11 these circumstances we all realize some estimation's got to be
12 done here and we know what 1126 says and 502 and the
13 Jacksonville Airport case about a claim with an objection
14 doesn't get to vote. It's, really, we're talking about what
15 criteria.

16 So effectively, the debtor wants to require a great
17 deal of documentation in order to meet that criteria and I
18 understand where you're coming from, but I don't think it's
19 warranted under these circumstances. I believe attaching
20 specific forms of exposure evidence to the proof of claim would
21 be burdensome and excessive, difficult for a lot of the
22 claimants for the reasons argued and effectively, puts a thumb
23 on the scale of the class vote in favor of the debtors and I
24 don't think that's appropriate. I don't -- not accusing the
25 debtors of any bad faith there, but it just gives too much

1 power over a voting creditor class to the debtors. So I'm not
2 inclined to go that way.

3 At the same time, I don't think we can either just
4 allow total self-selection. I think the claimants will need to
5 make certifications. For the current class we're talking
6 about, of asbestos claimants and, that they have been diagnosed
7 with an asbestos disease and they've been exposed to the
8 products of the debtor. That seems to be almost a uniform
9 requirement of the ballots in the asbestos cases that I've
10 looked at and I've looked at a number.

11 It also requires, usually, in those documents that, in
12 those cases, that you have medical records or representation
13 that you have some other similar documentation or some other
14 evidence in your possession or that of your attorney or
15 physician that would warrant the claim. I'm thinking
16 specifically the Federal Mobil ballot and the Pittsburgh
17 Corning ballots.

18 So we need those representations and given that we're
19 talking about or basically representing you have documents
20 which are not being attached to the proof of claim, I feel
21 there's a need for certification under penalty of perjury.
22 That's the way it works in bankruptcy, generally. That's the
23 way the statute contemplates when you're talking about 28:1746
24 and Title 18, etc., and Form 10. It also appears to be common
25 in other cases. I do, however, think we ought to soften it

1 just a tad with, by following the language in Form 10. It's
2 filed under penalty of perjury with a certification that it's
3 true and correct to the best of my knowledge, information, and
4 reasonable belief. That's, that's the standard proof of claim
5 form.

6 It looked to me, just reading the proposed ballot,
7 that we might be acting a little bit threatening with all the
8 repeated statements and underlining and bold print about this
9 is under penalty of perjury. I'd say let's just tone that down
10 just a tad. Putting the language in there is fine in each
11 section, but I don't think -- I'm not much given to hyperbole.

12 So let's just put it in there where it's seeable and
13 visible and not belabor it.

14 I'm not going to make all the arguments. I generally
15 agreed with the Committee on the arguments of whether it was
16 necessary to attach all those documents. I'll add one of my
17 own, which is I don't really want all those personal medical
18 records out there attached to a proof of claim in the public
19 forum, HIPAA reasons and otherwise, privacy needs of the
20 claimants. I don't think that ought to be all out there.

21 So we'll save it for the time when the trusts get a
22 hold of this where they see the documents.

23 I understand where the debtor's coming from, worried
24 about misconduct and whether or not there's going to be bad
25 faith claims filed or some of the tort lawyers are going to be

1 inclined to make representations that aren't just true, but I
2 think that's painting with a broad brush. It's one thing to
3 say it in the context when you're trying to come up with a
4 direct number and estimate the aggregate liability of the
5 debtors on this area. It's another to say just in order to
6 vote that you need to be concerned about that and frankly, I
7 don't think it's really necessary. It kind of spins Rule 3018
8 on its ear. The Rule, of course, is designed to avoid pre-
9 confirmation litigation.

10 I hear the debtors on the argument that that will not,
11 the process wouldn't initiate mass adjudication of these claims
12 and I guess my answer to that is, well, it depends. It may
13 just simply chill the voting, but if the claimants were willing
14 to fight the point, then I think the ACC's right. We're going
15 to get into individual determinations, or effectively allow the
16 debtor to decide by objection to claims who would be entitled
17 to vote.

18 So I think for voting purposes it'll all come out in
19 the wash and we don't need to be that draconian.

20 There was the other debtor argument that since the ACC
21 opposes the plan, that this might be necessary. I don't think
22 that justifies allowing, as a *de facto* matter, allowing the
23 debtor by objection to determine effectively who votes in the
24 class. If the ACC's opposed to the plan, well, frankly, the
25 chances are that the Committee's view of it is going to be more

1 likely the voters, the members of the class than the debtors'
2 perspective, but that doesn't warrant, opposition doesn't
3 warrant making the voting criteria that difficult.

4 Similarly, the argument on numerosity, I don't think,
5 carries.

6 I believe what's going to happen is since we're
7 granting temporary allowance to the asbestos claimants who fill
8 out the proof of claim ballot form with the necessary
9 certifications that we won't get into all those objections, or
10 not nearly as many. But I think that we ought to effectively
11 require the certifications and not require the documentary
12 evidence to be attached.

13 We had some other ancillary issues. Weighted voting.
14 It sounded like that there wasn't any real strong opposition to
15 the allocations between how much mesothelioma counted versus
16 other asbestos diseases.

17 So the 10,000 versus \$1 is fine with me.

18 As to master ballots, the Committee wants those. The
19 debtor doesn't. I believe that we should allow master ballots.
20 They appear to be used routinely in asbestos bankruptcy cases.
21 I was looking at the Lloyd Mitchell, Inc. case, among others,
22 and I think it reflects the reality of the tort practice that,
23 by and large, the poor victim doesn't, isn't in much of a
24 position to make these calls, or even understand all the
25 nuances. Law firms represent the bulk of the victim class and

1 are in the best position to make the necessary filings to
2 participate in our case and as the Committee argues, we're
3 already using them for the convenience class. And again, it
4 sounds like almost a fear that there's going to be misconduct
5 before the claimants' attorneys in the voting. I don't start
6 from the proposition of assuming misconduct. I deal with it
7 after I find it and we will if we have those problems.

8 The requirement for evidence of authority to vote for
9 the claimant. Again, I agree with the ACC that the Code and
10 Rules don't really require such specific evidence of
11 authorization to speak for the clients. I think we can get
12 away with using something like what they did in Pittsburgh
13 Corning in their ballot, the language, "The undersigned also
14 certifies that he is authorized by each holder of a claim to
15 represent the required exposure of each such claimant."
16 Generally, in the proof of claim form we're not requiring the
17 lawyers to make, to attach powers of attorney or representation
18 letters, or anything of that sort.

19 So we'll start from there.

20 The Committee was worried about whether that
21 information would impinge on attorney-client privilege and from
22 my comments the other day you may safely assume I didn't think
23 this was privileged. Whether the attorney is authorized to
24 vote or not is information that's garnered for purposes of
25 inclusion in a public document, in the proof of claim. And so

1 I don't think there is a privilege there, for whatever that's
2 worth.

3 Personal information about the claimant. That one's a
4 fairly close call, but I opted for the notion that we have
5 debtor addresses provided in the claim. Again, that's the norm
6 in bankruptcy. It's the norm under Rule 10, Form 10 -- excuse
7 me -- and it's helpful in this case to identify the claimants
8 and in the event that they, should any of them become
9 unrepresented, if they were represented, to get case
10 information to them. I am a little concerned that this, given
11 the nature of what we're dealing with, this information might
12 cause some flurry of letters and the like and the bottom line
13 is that we'll deal with those problems, if we have some issues,
14 through the sanction process.

15 I do agree with the ACC that I don't see a need to
16 provide telephone numbers. I've never seen that used before in
17 a proof of claim. It's not typically required. I didn't see
18 it in the other ballots. I don't -- I think it's too easily
19 abused. That's going to leak somebody, whether participants in
20 the case or law firms trolling for clients, people that might
21 be on the other side, even. That's just too tempting that
22 someone's going to call the claimants up.

23 So let's, let's leave that out.

24 The debtor had requested the use of omnibus objections
25 and the ACC has argued to the contrary that we don't know what

1 this would entail and the argument's made that the issue isn't
2 ripe in the solicitation procedures. I think it is within
3 bounds because the objections to claims and voting will follow
4 from what, the process that we're putting out. The problem I
5 have is I don't have any details of what's being proposed and
6 then we have Rule 3007 and the limitation of a hundred
7 claimants per objection.

8 Because I am allowing claims for voting on a temporary
9 basis, I'm not expecting a flood of this kind of objections.
10 Maybe I'm just naïve, but I'm sure y'all will educate me if I
11 am going forward. But to the extent -- I think that we ought
12 to just follow the Rule. I'll allow them, but I'm going to
13 limit them to a hundred per objection and hope we don't get a
14 bunch of those. That hundred per objection, of course, was put
15 in as a matter of due process because of concerns that
16 claimants weren't realizing that there were objections being
17 mounted to their claims because they were on spreadsheets of
18 great length. And I think that concern still exists.

19 So limit it to a hundred. We'll allow the objections
20 in that form or fashion. And we'll reserve objections to what
21 may or may not be said in those proposed group objections. I
22 would tell the debtors to flesh that out and before you go
23 sending objections like that out *en masse*, talk that over with
24 the ACC and the Future Claims Representatives before you start
25 filing them. And we can address problems that are universal

1 problems at the time before we end up having to deal with them
2 one at a time.

3 There was an argument also made about by limiting
4 Class 4 voting eligibility to defined diseases that we might be
5 disenfranchising other asbestos victims within Class 4. I'm
6 inclined, based on what was done at the estimation hearing and
7 what was represented by the debtors, this hasn't historically
8 been a problem with these other claims, other diseases like
9 pleural plaques and conspiracy claims being asserted. I don't
10 know if, whether they exist, but, if they are, I doubt they're
11 material to the class vote and we'll just take those on a
12 specific matter basis and not try to deal with them. I'm
13 basically saying what the debtor is proposing is fine for
14 current purposes. And I believe you had some procedure that
15 you would use, if you were looking for a conspiracy or a
16 property claim or some other theory, that that would go under
17 the standard proof of claim form. That, that should work, but
18 I believe in terms of number the enumerated diseases that were
19 proposed to be in the voting category by the debtor for Class 4
20 are the weight of who we should be talking about, maybe all of
21 them, so.

22 In any event, I'm siding with the debtor on that.

23 As to deadlines on the debtors to object to ballots,
24 I'd like y'all to talk about that in view of the earlier
25 comments. Because the last thing I'm going to be much inclined

1 to do is allow a last-second ballot that, that taints the vote.
2 I'd just simply note that, first of all, this is a relatively
3 informal court where we try as hard as we can to make decisions
4 on the merits and not on technical defects and the like.

5 So if you get into a last-second objection that might
6 affect the vote, you might find me very inclined to continue
7 the confirmation hearing in order to get that squared up. And
8 I think we also have Rule 11 issues and 1129 good faith issues
9 if we start filing a bunch of objections right at the, right on
10 the eve of the confirmation hearing just in order to try to
11 knock people out for voting purposes.

12 So we'll just let that one sit for now.

13 Shifting over to the future claims proposals, there
14 was one matter that seemed to be contested and that was whether
15 or not the Future Claims Representative gets to vote. That's a
16 fascinating question. I, I appreciate the arguments back and
17 forth. We're just going to hold that one till the confirmation
18 hearing, if we need to have it, unless y'all decide to tee it
19 up. If there's some need to determine that ahead of time,
20 we'll let that fall where it is. But I don't think I need to
21 decide it today. And I think everyone else -- otherwise, the
22 future claims program appeared to be in order.

23 The notice program, it didn't sound like, other than
24 whether constructively giving notice through publication to
25 unknown claimants, could ever serve as due process and I've

1 already told you what I think on that. It didn't sound like
2 anyone else had any problems with the notice program and it
3 appeared that it, as advertised, it was going to be robust and
4 thorough and as good as you could do in this area.

5 Scheduling. We're going to have to play with those
6 dates just to make it comport with everything else and I will
7 leave that to discussion and, perhaps, some work on the
8 proposed form of these orders.

9 So that appears to be the bulk of it. In short, I'm
10 granting the procedures motion in part and I'm sustaining the
11 objection of the Committee in part.

12 So, therefore, denying the confirmation procedures
13 motion in part.

14 I would like for the parties to kind of meet and
15 confer and see if they can't get an order consistent in both
16 motions with these remarks and I guess if we still have some
17 issues that, that we can't agree on, we'll either need to have
18 competing forms of orders or a discussion at the next hearing.

19 Any obvious issues right off the bat?

20 I know y'all don't entirely agree with the ruling, but
21 that's not to be expected, so.

22 Mr. Cassada.

23 MR. CASSADA: No. Thank you, Your Honor, for your
24 ruling and doing it this way. I think, I mean, as for our side
25 we'll consider very carefully everything we've heard today and

1 we'll confer in drawing the orders up.

2 THE COURT: Well, at the risk of appearing hopelessly
3 naïve, let me -- I'm going to tell you what you already know.
4 I'm -- as I said the other day, sitting here as a person who
5 has a lot of experience in bankruptcy and chapter 11 but is new
6 to the asbestos game, it jumps out at me how this process, even
7 with all the requirements that we have, is so dependent upon
8 good faith negotiation and settlement and I just, again,
9 suggest to you that if we do this the formal way all the way
10 through this process, we're going to spend a lot of money and
11 at this point I don't see anyone being able to safely assume
12 they're going to get out the door with a win. There are too
13 many variables.

14 So if you can't work it out, give some thought to the
15 idea of can we tee up some test issues in a form or fashion
16 where you could get them tried out by a higher court before we
17 spend all the time to get to the end of a confirmation hearing
18 and only find out that whatever is ruled is not going to work
19 based on an appeal.

20 So up to y'all.

21 From your part, Mr. Swett, anything else?

22 MR. SWETT: No, Your Honor. I have no comments other
23 than to thank you for your, your thoughtfulness and the
24 dispatch with which you handled this. There's some things I'd
25 like to think through in terms of what it means and that will

1 take place in the meet-and-confer process.

2 THE COURT: Well, if we can help on that, the only
3 thing I would tell you is while I did as much reading as I
4 could to get up to speed, I recognize the complexity of this
5 area and if you have issues that would be helpful to me before
6 you try them out on me in the courtroom, to talk them over
7 among yourselves and get them framed up and let us know in
8 advance so we can look at them. I spent a good part of the
9 weekend reading through everything you had done before and I'm
10 impressed by the quality of your work. Now I understand those
11 hourly rates, so.

12 In any event, we'll recess at this point, then.

13 MR. CASSADA: Thank you.

14 MR. SWEET: Thank you, Judge.

15 THE COURT: Thank you.

16 MR. WOLF: Thank you.

17 (Proceedings concluded at 2:28 p.m.)

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CERTIFICATE

<u>/s/ Janice Russell</u>	<u>January 27, 2015</u>
Janice Russell, Transcriber	Date

EXHIBIT C

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES
LLC, et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**PROOF OF CLAIM, BALLOT, AND VOTING INSTRUCTIONS FOR DEBTORS'
SECOND AMENDED PLAN OF REORGANIZATION, DATED JANUARY 14, 2015**

**CLASS 4: CURRENT GST ASBESTOS CLAIMS
Individual Ballot**

Garlock Sealing Technologies LLC (“**Garlock**”), Garrison Litigation Management Group, Ltd. (“**Garrison**”) and The Anchor Packing Company, debtors and debtors-in-possession in the above-captioned cases (the “**Debtors**”), are soliciting votes from the holders of certain claims against the Debtors with respect to the Debtors’ Second Amended Plan of Reorganization, dated January 14, 2015 (the “**Plan**”).

The United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) has signed an order (the “**Bar Date and Voting Procedures Order**”) that requires certain holders of GST Asbestos Claims to file Proofs of Claim and establishes certain procedures (the “**Voting Procedures**”) for the solicitation and tabulation of votes on the Plan.

If you are asserting a Current GST Asbestos Claim based on alleged pleural or peritoneal mesothelioma, lung or laryngeal cancer, or asbestosis, allegedly caused by GST Asbestos Exposure (as defined herein), you must use this form (the “**Ballot**”) to (a) cast a ballot on the Plan, and (b) if you are subject to the Asbestos Claims Bar Date, file a Proof of Claim on or before the Asbestos Claims Bar Date. Attorneys for multiple such claimants may use the form of Master Ballot for Class 4 Current GST Asbestos Claims as the Proof of Claim for all such claimants.

Current GST Asbestos Claimants who are subject to the Asbestos Claims Bar Date but whose claims are not based on alleged pleural or peritoneal mesothelioma, lung or laryngeal cancer, or asbestosis allegedly caused by exposure to Garlock gaskets or packing, must use Official Bankruptcy Form No. 10 as their proofs of claim. In addition, any such Current GST

¹ The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company.

Asbestos Claimant who wishes to cast a ballot must file a motion with the Bankruptcy Court to have his or her claim temporarily allowed in order to cast a Class 4 Ballot.

Moreover, if you have asserted a Settled GST Asbestos Claim by filing a proof of claim on or before September 30, 2014, to which there is an objection, you may cast a Class 4 Ballot by satisfying the requirements herein or you may file a motion with the Court to have your claim temporarily allowed in order to cast a Class 3 or a Class 4 Ballot; and by doing so, you will not be deemed to have waived any rights as to the alleged settlement on which your Class 3 claim is based.

GST ASBESTOS CLAIMANTS ARE SUBJECT TO THE ASBESTOS CLAIMS BAR DATE IF THE ASBESTOS-RELATED DISEASE UPON WHICH THEIR CLAIM IS BASED WAS DIAGNOSED ON OR BEFORE AUGUST 1, 2014 AND SUCH CLAIMANTS OR THEIR RESPECTIVE ATTORNEYS FILED A LAWSUIT FOR ASBESTOS-RELATED PERSONAL INJURY OR WRONGFUL DEATH AGAINST ANY DEFENDANT OR FILED A CLAIM AGAINST ANY ASBESTOS TRUST ON OR BEFORE AUGUST 1, 2014. CLAIMANTS WHO ARE SUBJECT TO THE ASBESTOS CLAIMS BAR DATE INCLUDE CLAIMANTS WHO ASSERT THAT THEIR GST ASBESTOS CLAIMS ARE SUBJECT TO AN ENFORCEABLE SETTLEMENT AGREEMENT BUT WHO CANNOT BE TREATED AS SETTLED GST ASBESTOS CLAIMS (CLASS 3) BECAUSE THEY FAILED TO FILE A PROOF OF CLAIM BY SEPTEMBER 30, 2014.

ANY CLAIMANT SUBJECT TO THE ASBESTOS CLAIMS BAR DATE SHOULD SUBMIT THIS FORM OF BALLOT OR A PROOF OF CLAIM IN THE FORM OF OFFICIAL BANKRUPTCY FORM NO. 10, AS APPLICABLE TO SUCH CLAIMANT, TO THE BALLOTING AGENT ON OR BEFORE OCTOBER 6, 2015 IN ORDER TO MEET THE BAR DATE.

ANY CLAIMANT SUBJECT TO THE ASBESTOS CLAIMS BAR DATE OR ANY ATTORNEY REPRESENTING SUCH A CLAIMANT, WHO CANNOT, ON OR BEFORE OCTOBER 6, 2015, MAKE THE CERTIFICATIONS IN ITEM 4 OF THIS BALLOT SHOULD SUBMIT A PROOF OF CLAIM IN THE FORM OF OFFICIAL BANKRUPTCY FORM NO. 10 TO THE BALLOTING AGENT ON OR BEFORE OCTOBER 6, 2015 IN ORDER TO MEET THE ASBESTOS CLAIMS BAR DATE.

The Asbestos Claims Bar Date also applies to holders of Pre-Petition Judgment GST Asbestos Claims, that is, holders of GST Asbestos Claims that such holders assert were liquidated by judgment prior to June 5, 2010. Those holders should submit the form of ballot for Class 6 Pre-Petition Judgment GST Asbestos Claims as their proof of claim.

Notices related to your rights as a claimant, including your obligation to complete this Ballot and the Voting Procedures under which votes to accept or reject the plan, have been enclosed with this Ballot. Please read the Notices and the Voting Procedures prior to submitting your Ballot.

Information regarding treatment of Class 4 Current GST Asbestos Claims under the Plan is available in the Disclosure Statement and the Plan, which are included in this Solicitation Package.

Under the Plan, allowance of Class 4 claims for all purposes other than voting will occur after confirmation of the Plan, under the terms of the Plan. Debtors dispute all Class 4 claims and this Ballot and the Voting Procedures do not constitute any admission of liability by the Debtors.

A Solicitation Package, including this Ballot, is being sent to holders of Class 4 Current GST Asbestos Claims by service via first class mail to the attorney who, based on the Garrison Asbestos Claims Database, the Mesothelioma Claim Questionnaire, or verified statements filed pursuant to Bankruptcy Rule 2019, represents such holder at the attorney's known address, or to the holder directly via first class mail if the holder is not represented by an attorney and the holder's address is known to Debtors through a proof of claim, the Garrison Asbestos Claims Database, the Mesothelioma Claim Questionnaire, or verified statements filed pursuant to Bankruptcy Rule 2019. If these sources contain multiple addresses for an attorney (or holder if not represented by an attorney), a Solicitation Package will be served on each such address. Publication notice is being made to all unknown holders of Class 4 Current GST Asbestos Claims pursuant to the procedures outlined in the Voting Procedures.

Class 4 will accept the Plan if (1) the Bankruptcy Court concludes that Class 4 is unimpaired, and thus is conclusively deemed to accept the Plan, or (2) the Bankruptcy Court concludes that Class 4 is impaired and the Plan is accepted by the holders of two-thirds in amount and more than one-half in number of claims voting in the Class. If the Bankruptcy Court concludes that Class 4 is impaired, and Class 4 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan if it concludes that the Plan is accepted by at least one class of impaired claims and accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of 11 U.S.C. § 1129(b). To have your vote count, you must complete and return this Ballot.

This Ballot is to be used for voting by holders of Class 4 Current GST Asbestos Claims only. In order for your Ballot to be counted, it must be properly completed, signed, and returned by the Voting Deadline to the court-approved Balloting Agent, Rust Consulting/Omni Bankruptcy, by first-class mail or courier as follows:

Garlock Sealing Technologies LLC, et al.
c/o Rust Consulting/Omni Bankruptcy
Attn: Balloting Agent
5955 DeSoto Avenue, Suite 100
Woodland Hills, CA 91367

A Ballot must be ACTUALLY RECEIVED by the Balloting Agent no later than October 6, 2015 (the "<u>Bar Date and Voting Deadline</u>"). Facsimiles and electronic transmissions will NOT be accepted.

If you have questions about your Ballot, or if you did not receive a copy of the Disclosure Statement, Plan, Notices or Voting Procedures, you may contact the Balloting Agent by phone at 1-844-GARLOCK or by email at Garlock@omnimgt.com. **Please note that the Balloting Agent cannot give legal advice. You should consult your attorney regarding all legal matters.**

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE CLASS 4 BALLOT

Please follow these instructions to complete your Class 4 Ballot:

1. Read the Plan, Disclosure Statement, Voting Procedures, and these instructions.

You may need to consult your attorney. If you have questions regarding the Class 4 Ballot, or if you did not receive a copy of the Plan, Disclosure Statement, or Voting Procedures, or if you need additional copies of the Class 4 Ballot or other enclosed materials, please contact the Balloting Agent. **The Balloting Agent cannot give legal advice. You should consult your attorney regarding all legal matters.** Please note that the Plan, Disclosure Statement, and Voting Procedures are available at the website maintained by the Balloting Agent at <http://www.garlocknotice.com>.

2. (Item 1) Identifying Information.

Please fill in the identification and address information requested. List the name of the person upon whose injury the Current GST Asbestos Claim is based (the **“Injured Party”**) and the last 4 digits of the Injured Party’s Social Security Number. If the Injured Party is the holder of the Class 4 claim, please list the Injured Party’s street address, city, state, and Zip Code.

If the Injured Party is deceased, please list in addition to the Injured Party’s name and last 4 digits of the Injured Party’s Social Security number, the claimant’s name and the claimant’s street address, city, state, and Zip Code.

If this Ballot is being voted by an attorney for the Injured Party or claimant, as applicable, any such attorney must provide his/her address and contact information, in addition to the information requested above.

3. (Item 2) Designation of Disease Category.

Please indicate the disease category(ies) that is the basis for the Class 4 claim by marking an “X” in the box that corresponds to the Injured Party’s diagnosis. You must mark a diagnosis for your vote to be counted. Pursuant to the Voting Procedures, Current GST Asbestos Claims will be temporarily allowed for voting purposes only. **The Debtors reserve the right to object to the allowance for purposes other than voting of any Class 4 claim. Temporary allowance of any Class 4 claim for voting purposes does not in any way constitute an admission of liability by the Debtors, or an admission of the value of any Class 4 claim.**

4. (Item 3) Vote.

Please indicate whether the holder of the Class 4 claim votes to **ACCEPT** or to **REJECT** the Plan by marking an “X” in the box that corresponds to the holder’s choice.

5. (Item 4) Certifications.

Item 4 requires the claimant or claimant’s attorney, as applicable, to certify under penalty of perjury, that the following matters are true and correct to the best of such claimant or attorney’s knowledge, information, and reasonable belief:

- a. the claimant is the holder of a Current GST Asbestos Claim (as defined in the Plan) that has not been dismissed with prejudice or settled and paid, and is not known to be time-barred;
- b. the person upon whose injury the Current GST Asbestos Claim is based (the “**Injured Party**”) was diagnosed with pleural or peritoneal mesothelioma, lung cancer, laryngeal cancer, or asbestosis, based on, or as evidenced in, medical records or similar documentation in the possession of the claimant, his or her attorney, or the physician of the claimant or Injured Party;
- c. the Injured Party was exposed to asbestos released from asbestos-containing gaskets or packing manufactured, produced, fabricated, distributed, supplied, marketed, or sold by Garlock (“**GST Asbestos Exposure**”); and
- d. if these certifications are made by the holder’s attorney, the attorney is authorized by such holder to vote on the Plan on his or her behalf, and to represent that the Injured Party has (or, if deceased, had) the disease noted on the ballot and GST Asbestos Exposure.

Class 4 Current GST Asbestos Claims making these certifications shall be temporarily allowed for voting purposes only in the amount of \$10,000 (for claims based on pleural or peritoneal mesothelioma) or \$1 (for claims based on lung cancer, laryngeal cancer, or asbestosis).

Any claimant in Class 4 who cannot, on or before the Bar Date and Voting Deadline, make the certifications above and who files a proof of claim in the form of Official Bankruptcy Form No. 10 on or before the Bar Date and Voting Deadline may move for temporary allowance for voting purposes. Any such motion must be filed no later than **November 5, 2015**, and any such claimant who does not move for temporary allowance by that time shall be deemed to have waived his or her right to vote on the Plan. All parties’ rights to object to such claim and to such motion for temporary allowance for voting purposes are preserved. If the Court enters an order granting a claimant’s motion for temporary allowance, the claimant will be entitled to submit a ballot in the amount and by the deadline specified by such order, and such ballot, if completed and signed in accordance with such order and the Voting Procedures, will be treated as timely, and the Balloting Agent will count or tabulate such ballot, even if such ballot is submitted after the Bar Date and Voting Deadline.

No entity named as a defendant in asbestos litigation shall be eligible to vote on the Plan as a Class 4 claimant, unless (i) such entity files a proof of claim in the form of Official Bankruptcy Form No. 10 by the Bar Date and Voting Deadline and files a motion for temporary allowance of its claim for voting purposes; and (ii) the Court grants such motion for temporary allowance. Any such motion must be filed no later than November 5, 2015, and any such entity who does not move for temporary allowance by that time shall be deemed to have waived its right to vote on the Plan. All parties' rights to object to such claim and to such motion for temporary allowance for voting purposes have been preserved.

6. Return the Ballot in the envelope provided. The Ballot must be actually received by the Balloting Agent by the Bar Date and Voting Deadline (specified above) or it will not be counted. Facsimiles and electronic submissions will not be accepted.

**PROOF OF CLAIM AND BALLOT FOR
CLASS 4 CURRENT GST ASBESTOS CLAIMS**

Please read the instructions accompanying this Ballot before completing.
Print clearly in ink or type.

**YOU MUST COMPLETE EACH SECTION OF THIS BALLOT IN ORDER FOR IT TO
BE VALID OR COUNTED AS HAVING BEEN CAST.**

Item 1. Identifying Information.

Name of Injured Party:	
Last 4 Digits of Social Security No.:	_____
Injured Party's Street Address:	
City, State & Zip Code:	
Name of Claimant (if different from Injured Party):	_____
Claimant's Street Address:	_____
City, State & Zip Code:	
Name of Claimant:	
If by Attorney, Name:	_____
If by Attorney, Name of Law Firm:	_____
Law Firm's Street Address:	
City, State & Zip Code:	
Date Completed:	_____

**Item 2. Designation of Disease Category and Amount of Current GST Asbestos
Claim FOR VOTING PURPOSES ONLY.**

Solely for purposes of voting to accept or to reject the Plan, please designate the following disease category(ies) which is the basis for your Class 4 Claim.

☐ **Mesothelioma.**

Claim amount for voting purposes only: \$10,000.

☐ **Lung Cancer.**

Claim amount for voting purposes only: \$1.

☐ **Laryngeal Cancer.**

Claim amount for voting purposes only: \$1.

☐ **Asbestosis.**

Claim amount for voting purposes only: \$1.

Item 3. Vote.

Holder of the Class 4 Current GST Asbestos Claim, in the amount set forth in Item 2, hereby votes to:

Check only one box: ☐ **ACCEPT THE PLAN.**

☐ **REJECT THE PLAN.**

Item 4. Certifications.

By signing below, I hereby certify under penalty of perjury to the best of my knowledge, information, and reasonable belief that the following matters are true and correct:

(i) the claimant is the holder of a Current GST Asbestos Claim (as defined in the Plan) that has not been dismissed with prejudice or settled and paid, and is not known to be time-barred;

(ii) the person upon whose injury the Current GST Asbestos Claim is based (the “**Injured Party**”) was diagnosed with pleural or peritoneal mesothelioma, lung cancer, laryngeal cancer, or asbestosis, based on, or as evidenced in, medical records or similar documentation in the possession of the claimant, his or her attorney, or the physician of the claimant or Injured Party;

(iii) the Injured Party was exposed to asbestos released from asbestos-containing gaskets or packing manufactured, produced, fabricated, distributed, supplied, marketed, or sold by Garlock (“**GST Asbestos Exposure**”); and

(iv) if these certifications are made by the holder’s attorney, the attorney is authorized by such holder to vote on the Plan on his or her behalf, and to represent

that the Injured Party has (or, if deceased, had) the disease noted on the ballot and GST Asbestos Exposure.

Signature of Claimant or Attorney:	_____
Date:	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT.

IF THIS BALLOT IS NOT *ACTUALLY RECEIVED* BY THE VOTING AGENT BY OCTOBER 6, 2015, THE BALLOT WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT, PLAN, OR VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE BALLOTING AGENT, RUST CONSULTING/OMNI BANKRUPTCY, TOLL-FREE AT 1-844-GARLOCK.

EXHIBIT D

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

BEAVER

County

For Prothonotary Use Only:

Docket No:

11548-2019

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Richard J. Shiel, Sr., and Darlene Shiel

Lead Defendant's Name:

A.O. Smith Corporation, et al.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
(check one) ☒ outside arbitration limits

Is this a *Class Action Sui*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Leif J. Ocheltree, Esq.

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

MASS TORT

- ☒ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

FORM OF COVER SHEET FOR COMPLAINT

Court of Common Pleas of Beaver County Civil Division Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

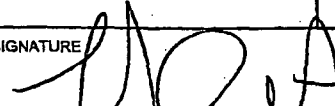
11548-2019

PLAINTIFF'S NAME Richard J. Shiel, Sr., and Darlene Shiel, his wife	DEFENDANT'S NAME A.O. Smith Corporation, et al.,
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS PLEASE SEE ATTACHMENT
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

FILED OR ISSUED
2018 NOV 19 PM 1:07
NANCY VERME
PROTHONOTARY
BEAVER COUNTY, PA

TOTAL NO. OF PLAINTIFFS 2	TOTAL NO. OF DEFENDANTS 172	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Transfer From Other Jurisdictions
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AMOUNT IN CONTROVERSY <input type="checkbox"/> \$25,000 or Less <input checked="" type="checkbox"/> Over \$25,000	CASE TYPE <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Medical Malpractice <input type="checkbox"/> Other Professional Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Other _____ <input type="checkbox"/> Mortgage Foreclosure <input type="checkbox"/> Ejectment <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Quiet Title <input type="checkbox"/> Partition <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Replevin <input checked="" type="checkbox"/> Asbestos <input type="checkbox"/> Domestic Relations <input type="checkbox"/> Divorce <input type="checkbox"/> Custody
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TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant (or Pro Se Litigant) Papers may be served at the address set forth below		
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY (OR PRO SE LITIGANT) Leif J. Ocheltree, Esq. (Goldberg, Persky & White, P.C.)		ADDRESS (SEE INSTRUCTIONS) 11 Starwix Street, Ste. 1800 Pittsburgh, PA 15222
PHONE NUMBER 412-471-3980	FAX NUMBER 412-471-8308	EMAIL ADDRESS JNelson@gpwlaw.com
SIGNATURE 	SUPREME COURT IDENTIFICATION NO. 163508	DATE 11/19/2019

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY
CIVIL DIVISION

INITIAL CASE MANAGEMENT CONFERENCE ORDER

CASE NO: 2019-11548

RICHARD J. SHEIL, SR., AND DARLENE SHEIL

**** VERSUS ****

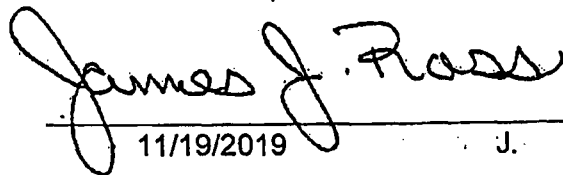
A.O. SMITH CORPORATION, ETAL

The above-captioned case is scheduled for an initial case management conference before Judge ROSS, JAMES J. on February 24, 2020 at a time to be set by future Scheduling Order in Courtroom 6. The attorneys and/or *pro se* litigants must be prepared to advise the Court of their intentions with regard to discovery and pursuit of the case. The Court will set a schedule based upon the discussions at this conference. This conference will not be continued absent a motion for continuance, with good cause shown, presented in Civil Motions Court of this Court held as listed in the court calendar. **It shall be the responsibility of plaintiffs counsel to serve a copy of this Order to all counsel/parties. If this is an appeal from a Magistrate District Judge decision, it shall be the responsibility of the appellants counsel or the appellant to serve a copy of this Order to all counsel/parties.**

It shall be the responsibility of all parties to complete and file with the Court the Civil Case Summary Form provided in the Local Rule of Civil Procedure 301A.

FILED OR ISSUED
2019 NOV 19 PM 1:07
NANCY WERME
PROTHONOTARY
BEAVER COUNTY, PA

BY THE COURT,


11/19/2019 J.

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

CIVIL DIVISION - ASBESTOS

RICHARD J. SHIEL, SR. AND DARLENE
SHIEL, HIS WIFE,

Plaintiffs,

VS.

A.O. SMITH CORPORATION,
A.R. WILFLEY & SONS, INC.,
ABB, INC., as successor to Brown Boveri
(Individually and as successor-in-interest to ITE
IMPERIAL CO f/k/a ITE CIRCUIT BREAKER
COMPANY),
AECOM ENERGY & CONSTRUCTION, INC.,
f/k/a URS Energy & Construction, Inc., f/k/a
Catalytic Construction Company,
AIR & LIQUID SYSTEMS CORPORATION,
successor-by merger to Buffalo Pumps, Inc.,
AIRTEK, INC.,
AJAX MAGNETHERMIC CORPORATION,
ALCOA, INC., f/k/a Aluminum Company
of America,
ALFA LAVAL, INC.,
ALLIED GLOVE CORPORATION,
AMERON INTERNATIONAL CORPORATION,
successor-in-interest to Bondstrand,
AMETEK, INC., as successor-in-interest to
Haveg Industries, Inc.,
ARMSTRONG INTERNATIONAL, INC.,
ARMSTRONG PUMPS, INC.,
ATLAS INDUSTRIES, INC.,
ATWOOD & MORRILL, d/b/a Weir Valves and
Controls USA, Inc.,
AURORA PUMPS,
BAKER HUGHES, a GE Company, LLC,
BEAZER EAST, INC., in its own right
and as successor to Koppers, Co., Inc.,
and other related companies, including
Thiem Corporation, Beazer USA, Inc., and
Beazer, PLC,

GD No. 11548-2019

Code: 012

JURY TRIAL DEMANDED

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Leif J. Ocheltree, Esquire
PA ID No. 163508

GOLDBERG PERSKY & WHITE, PC

11 Stanwix Street, Suite 1800
Pittsburgh, PA 15222
(412) 471-3980

Firm #744

FILED OR ISSUED
2019 NOV 19 PM 1:06
NANCY WERME
PROTHONOTARY
BEAVER COUNTY, PA

BECHTEL CORPORATION,
BLUE M CORPORATION,
BMI REFRACTORY SERVICES, INC.,
BORGWARNER MORSE TEC LLC,
BRAND INSULATIONS, INC.,
BRYAN STEAM, LLC,
BURNHAM, LLC,
BW/IP, INC.,
CAMERON INTERNATIONAL CORPORATION, f/k/a
Cooper Cameron Corporation,
CARMEUSE LIME & STONE, INC.,
CARRIER CORPORATION,
CARVER PUMP COMPANY,
CASHCO, INC.,
CBS CORPORATION, f/k/a Viacom Inc.,
as Successor by Merger to CBS Corp, f/k/a
Westinghouse Electric Corporation,
CEMLINE CORPORATION,
CERTAINTEED CORPORATION,
CHICAGO PNEUMATIC TOOL COMPANY, LLC,
CLARK EQUIPMENT COMPANY,
CLARK RELIANCE CORPORATION, and its
division Jerguson Gage and Valve,
CLEAVER-BROOKS f/k/a AQUA-CHEM,
CLYDE UNION, INC., d/b/a Clyde Union Pumps,
individually and as successor-by-merger to Union
Pump Company,
COLUMBUS MCKINNON CORP.,
successor-by-merger to Lift Tech International, Inc.,
and its Shaw-Box Hoist Division,
COOPER INDUSTRIES, INC.,
CORNING INCORPORATED, on behalf of its former
Corhart Refractories business division,
CRANE COMPANY, INC.,
DANA COMPANIES, LLC,
DEZURIK, INC.,
DBMP LLC,
DONALD MCKAY SMITH, Inc.,
DRAVO CORPORATION,
E.E. ZIMMERMAN COMPANY,
EATON CORPORATION, as successor-in-interest
to Cutler-Hammer, Inc., n/k/a Eaton Electrical Inc.,
ECODYNE CORPORATION,
EICHLEAY CORPORATION,
ELECTROLUX HOME PRODUCTS INC., f/k/a
WCI Outdoor Products, Inc.,

ELLIOTT COMPANY, f/k/a Elliott Turbomachinery Co.,
EVOQUA WATER TECHNOLOGIES, INC.,
FLOWSERVE CORPORATION, f/k/a
Durametallic Corporation,
FLOWSERVE CORPORATION, f/k/a Duriron Company, Inc.,
FLOWSERVE US, INC., solely as successor to
Nordstrom Audco, Edward Valves Inc., Nordstrom Valves, Inc.,
and Rockwell Manufacturing Company,
FLOWSERVE US, INC., f/k/a Flowserve FSD Corp.,
successor to Valtek International,
FLSMIDTH DORR-OLIVER, INC., as successor-
in-interest to Keeler/Dorr-Oliver Boiler Company,
FLSMIDTH, INC., f/k/a Fuller Company,
FLUOR CONSTRUCTORS INTERNATIONAL a/k/a
Fluor Corporation,
FLUOR CORPORATION,
FLUOR ENTERPRISES, INC.,
FMC CORPORATION,
FOSECO, INC.,
FOSTER WHEELER LLC,
GARDNER DENVER, INC.,
GENERAL ELECTRIC COMPANY,
GENTEX CORPORATION,
GENUINE PARTS COMPANY,
GOULD ELECTRONICS, INC., f/k/a GD-TEK, INC.,
GOULDS PUMPS, LLC,
GREENE TWEED & COMPANY,
GRINNELL, LLC,
GUARD LINE, INC.,
HAMWORTHY PEABODY COMBUSTION, INC.,
HONEYWELL, INC.,
HONEYWELL INTERNATIONAL, INC., f/k/a Allied
Signal, Inc., as successor-in-interest to the Bendix
Corporation,
HONEYWELL INTERNATIONAL, INC., f/k/a
Allied Signal, Inc., in its own right and as successor-in-interest
to Allied Corporation (Wilputte Coke Oven Division), and as
successor-in-interest to Allied Chemical (Wilputte Coke Oven
Division), and as successor-in-interest to Wilputte Coke Oven
Corporation,
HOWDEN NORTH AMERICA, INC., f/k/a
Howden Buffalo, Inc.,
HUNTER SALES CORPORATION,
I.U. NORTH AMERICA, INC., as successor by
merger to The Garp Company, formerly known as

The Gage Company, formerly known as
Pittsburgh Gage and Supply Company,
IMO INDUSTRIES, INC., f/k/a IMO Delaval, Inc.,
f/k/a DeValco Corporation Inc., f/k/a
DeLaval Turbine, Inc.,
INDUCTOTHERM INDUSTRIES, INC.,
INDUSTRIAL HOLDINGS CORPORATION,
f/k/a Carborundum Corporation,
INDUSTRIAL RUBBER PRODUCTS,
INGERSOLL-RAND CORPORATION,
INSUL COMPANY, INC.,
ITT INDUSTRIES, INC.,
J-M MANUFACTURING COMPANY, INC.,
J.M. FOSTER, INC.,
JOHNSON CONTROLS, INC.,
JOY GLOBAL SURFACE MINING, INC., f/k/a
P&H Mining Equipment, f/k/a Harnischfeger Corporation,
JOY GLOBAL UNDERGROUND MINING, LLC, f/k/a
Joy Technologies, Inc.,
LINDBERG,
LINDBERG MPH,
M.S. JACOBS & ASSOCIATES, INC.,
MAGNETEK, INC.,
MALLINCKRODT US HOLDINGS, LLC,
McCARLS, INC.,
MCJUNKIN REDMAN CORPORATION, f/k/a
MRC Global (US), Inc.,
MCMASTER CARR SUPPLY,
MCNEIL (OHIO) CORPORATION,
McWANE, INC.,
MET-PRO CORPORATION, and its Dean Pump brand,
d/b/a Met-Pro Global Pump Solutions,
METROPOLITAN LIFE INSURANCE COMPANY,
f/k/a Metropolitan Insurance Company,
MILWAUKEE VALVE COMPANY,
MINE SAFETY APPLIANCE COMPANY,
MINNOTTE CONTRACTING CORPORATION,
MORGAN ENGINEERING SYSTEMS, INC.,
MOYNO, INC.,
MUELLER CO., LLC,
MUELLER STEAM SPECIALTY,
MW CUSTOM PAPERS, LLC a/k/a MEAD,
NAGLE PUMPS, INC.,
NORTEK GLOBAL HVAC, LLC, as successor by
merger to Reznor, LLC,
NORTH AMERICAN MANUFACTURING CO.,

OGLEBAY NORTON COMPANY,
a/k/a Oglebay Norton Engineered Materials, a/k/a
ON Marine Services, Inc., and its division,
The Ferro Engineering Division,
OSRAM SYLVANIA, INC., in its own right, and
as successor-in-interest to GTE Products Corporation, The
Clark Controller Company and A.O. Smith Corporation,
PNEUMO ABEX, LLC, as successor-in-interest
to Abex Corporation,
POWER PIPING COMPANY,
RCH NEW CO, II LLC, f/k/a Robertson Ceco
Corporation, an alleged successor to H.H. Robertson
Company,
READING CRANE AND ENGINEERING COMPANY,
RESCO HOLDINGS, L.L.C. as successor to the
M.W. Kellogg Company,
RESEARCH-COTTRELL, INC., n/k/a AWT AIR COMPANY, INC.,
REUNION INDUSTRIES, INC.,
RHEEM MANUFACTURING COMPANY,
RILEY POWER, INC., f/k/a Riley Stoker Corporation,
ROBBINS & MYERS, INC.,
ROBINSON FANS, INC.,
RUST ENGINEERING & CONSTRUCTION, INC.,
f/k/a Treco Construction Services f/k/a the Rust
Engineering Company,
SAINT-GOBAIN ABRASIVES, INC.,
f/k/a Norton Company,
SAUER, INC.,
SCHNEIDER ELECTRIC USA, INC., f/k/a Square D Company,
SEALING DEVICES, INC.,
SIMAKAS COMPANY, INC.,
SPIRAX SARCO, INC.,
SPX COOLING TECHNOLOGIES, INC., f/k/a Marley
Cooling Technologies, Inc., f/k/a The Marley Cooling
Tower Company,
STERLING FLUID SYSTEMS (USA), LLC,
SULZER PUMPS SOLUTIONS, INC.
f/k/a AHLSTROM PUMPS, LLC,
SUNBEAM PRODUCTS, INC., as success-in-interest
to Sunbeam Corporation,
SUNDYNE CORPORATION,
SURFACE COMBUSTION,
SWINDELL-DRESSLER INTERNATIONAL COMPANY,
TENOVA INC., f/k/a Tenova Core Inc., f/k/a
Techint Technologies, Inc., f/k/a Core Furnace Systems Corp.,
as successor-in-interest to Salem Furnace Company,

THE GOODYEAR TIRE & RUBBER COMPANY,
THE GORMAN-RUPP COMPANY,
THE NASH ENGINEERING COMPANY,
THE WILLIAM POWELL COMPANY,
THERMO ELECTRIC COMPANY,
THIEM CORPORATION, and its Division,
Universal Refractories,
TRANE U.S. INC., f/k/a American Standard Corporation,
f/k/a American Radiator & Standard Sanitary, in its
own right and as successor to Westinghouse Airbrake
and/or WABCO,
TUTHILL CORPORATION,
UNIFLOW MANUFACTURING COMPANY,
UNION CARBIDE CORPORATION,
UNITED CONVEYOR CORPORATION,
UNITED STATES STEEL CORPORATION,
VELAN VALVE CORPORATION,
VIKING PUMP, INC.,
WARREN PUMPS, LLC,
WASHINGTON GROUP INTERNATIONAL
f/k/a Raytheon Engineers and Constructors, Inc.,
and all its domestic subsidiaries including The
Badger Company, Inc.,
WATSON McDANIEL COMPANY,
WATTS REGULATOR CO.,
WEIL-McLAIN COMPANY,
WHEELABRATOR AIR POLLUTION CONTROL, INC.,
WT/HRC CORPORATION, f/k/a Whiting Corporation,
WTI RUST HOLDINGS, INC.,
YORK INTERNATIONAL CORPORATION,
YUBA HEAT TRANSFER LLC,
ZURN INDUSTRIES, a/k/a Erie City Iron Works,
Defendants.

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

CIVIL DIVISION - ASBESTOS

RICHARD J. SHIEL, SR. AND DARLENE
SHIEL, HIS WIFE

GD No.

Plaintiffs,

Code: 12

JURY TRIAL DEMANDED

VS.

A.O. SMITH CORP., et al.,

Defendants.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL
SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
BEAVER COUNTY BAR ASSOCIATION
798 TURNPIKE STREET
BEAVER, PA 15009
TELEPHONE: (724) 728-4888

COMPLAINT IN CIVIL ACTION

1. The plaintiffs, RICHARD J. SHIEL, SR. AND DARLENE SHIEL, are individuals residing at 3117 Bradbury Drive, Aliquippa, PA 15001.
2. The defendant, A.O. SMITH CORPORATION, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in Milwaukee, Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.
3. The defendant, A.R. WILFLEY & SONS, INC., is a corporation incorporated under the laws of the State of Colorado, with its principal place of business located in Englewood, California, and is qualified to do business in the Commonwealth of Pennsylvania.
4. The defendant, ABB, INC. as successor to Brown Boveri (Individually and as successor-in-interest to ITE IMPERIAL CO f/k/a ITE CIRCUIT BREAKER COMPANY), is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.
5. The defendant, AECOM ENERGY & CONSTRUCTION, INC., f/k/a URS Energy & Construction, Inc., f/k/a Catalytic Construction Company, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Greenwood Village, Colorado, and is qualified to do business in the Commonwealth of Pennsylvania.
6. The defendant, AIR & LIQUID SYSTEMS CORPORATION, successor by merger to Buffalo Pumps, is a corporation incorporated under the law of the Commonwealth of Pennsylvania, having its principal place of business in Rochester Hills, Michigan, and is qualified to do business in the Commonwealth of Pennsylvania.

7. The Defendant, AIRTEK, INC., is a corporation incorporated under the law of the Commonwealth of Pennsylvania, having its principal place of business in Irwin, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

8. The defendant, AJAX MAGNETHERMIC CORPORATION, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in located in the State of Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

9. The defendant, ALCOA, INC., f/k/a Aluminum Company of America, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

10. The defendant, ALFA LAVAL, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business in Richmond, Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

11. The defendant, ALLIED GLOVE CORPORATION, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in Milwaukee, Wisconsin, and is qualified to do business in the Commonwealth of Pennsylvania.

12. The defendant, AMERON INTERNATIONAL CORPORATION, successor-in-interest to Bondstrand, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

13. The defendant, AMETEK, INC., successor-in-interest to Haveg Industries, Inc., is a corporation incorporated under the law of the State of Delaware, having its principal place

of business in Berwyn, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

14. The defendant, ARMSTRONG INTERNATIONAL, INC., is a corporation incorporated under the laws of the State of Michigan, having its principal place of business in Three Rivers, Michigan and is qualified to do business in the Commonwealth of Pennsylvania.

15. The defendant, ARMSTRONG PUMPS, INC., is a corporation having its principal place of business located in Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

16. The defendant, ATLAS INDUSTRIES, INC. is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Carnegie, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

17. The defendant, ATWOOD & MORRILL CO., INC., d/b/a Weir Valves and Controls USA, Inc., is a corporation incorporated under the laws of the State of Massachusetts, with its principal place of business located in the State of Massachusetts, and is qualified to do business in the Commonwealth of Pennsylvania.

18. The defendant, AURORA PUMPS, is a corporation having its principal place of business in the Commonwealth of Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

19. The defendant, BAKER HUGHES, a GE Company, LLC, is a corporation incorporated under the laws of the State of DE with its primary place of business located in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

20. The defendant, BEAZER EAST, INC., in its own right and as successor to Koppers Company, Inc., and other related companies including Thiem Corporation, Beazer USA, Inc., and Beazer PLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

21. The Defendant, BECHTEL CORPORATION is a corporation incorporated under the laws of the State of Nevada with its primary place of business located in San Francisco, California, and is qualified to do business in the Commonwealth of Pennsylvania.

22. The Defendant, BLUE M CORPORATION, is a corporation with its primary place of business located in Riverside, MI and is qualified to do business in the Commonwealth of Pennsylvania.

23. The defendant, BMI REFRACTORY SERVICES, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Dover, Delaware, and is qualified to do business in the Commonwealth of Pennsylvania.

24. The Defendant, BORG-WARNER CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Chicago, Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

25. The defendant, BRAND INSULATIONS, INC., is a corporation incorporated under the laws of the State of Illinois having its principal place of business in the State of Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

26. The defendant, BRYAN STEAM, LLC, is a corporation incorporated under the laws of the State of Delaware having its principal place of business in Peru, Indiana and is

qualified to do business in the Commonwealth of Pennsylvania.

27. The defendant, BURNHAM, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Lancaster, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

28. The defendant, BW/IP, INC., is a corporation incorporated under the laws of the State of Delaware having its principal place of business in the State of Texas and is qualified to do business in the Commonwealth of Pennsylvania.

29. The defendant, CAMERON INTERNATIONAL CORPORATION, f/k/a Cooper Cameron Corporation, is a corporation incorporated under the laws of the State of Delaware with its primary place of business located in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

30. The Defendant, CARMEUSE LIME & STONE, INC., is a corporation incorporated under the laws of the State of Delaware, with its primary place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

31. The Defendant, CARRIER CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Hartford, Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.

32. The defendant, CARVER PUMP COMPANY, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Iowa, and is qualified to do business in the Commonwealth of Pennsylvania.

33. The defendant, CASHCO, INC., is a corporation having its principal place of business in Ellsworth, Kansas, and is qualified to do business in the Commonwealth of Pennsylvania.

34. The defendant, CBS CORPORATION, f/k/a Viacom Inc, as Successor by Merger to CBS Corp. f/k/a Westinghouse Electric Corporation, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in New York, New York and is qualified to do business in the Commonwealth of Pennsylvania.

35. The Defendant, CEMLINE CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Cheswick, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania

36. The defendant, CERTAINTEED CORPORATION, is a corporation incorporated under the laws of the State of Maryland, having its principal place of business located in Valley Forge, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

37. The defendant, CHICAGO PNEUMATIC TOOL COMPANY, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Rock Hill, South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

38. The defendant, CLARK EQUIPMENT COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in West Fargo, North Dakota, and is qualified to do business in the Commonwealth of Pennsylvania.

39. The defendant, CLARK RELIANCE CORPORATION, and its division Jerguson Gage and Valve, is a corporation incorporated under the laws of the State of Delaware, with its primary place of business located in Strongsville, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

40. The defendant, CLEAVER-BROOKS f/k/a AQUA-CHEM, is a corporation having its principal place of business in Milwaukee, Wisconsin, and is qualified to do business in the Commonwealth of Pennsylvania.

41. The defendant, CLYDE UNION, INC., d/b/a Clyde Union Pumps, individually and as successor-by-merger to Union Pump Company, is a corporation incorporated under the laws of the State of Michigan, with its principal place of business in Battle Creek, Michigan, and is qualified to do business in the Commonwealth of Pennsylvania.

42. The defendant, COLUMBUS MCKINNON CORP., success-by-merger to Lift Tech International Inc., and its Shaw-Box Hoist Division, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in the State of New York, and is qualified to do business in the Commonwealth of Pennsylvania.

43. The defendant, COOPER INDUSTRIES, INC., is a corporation incorporated under the laws of the State of Ohio having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

44. The defendant, CORNING INCORPORATED, on behalf of its former Corhart Refractories business division, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Corning, New York, and is qualified to do business in the Commonwealth of Pennsylvania.

45. The defendant, CRANE COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Stamford, Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.

46. The Defendant, DANA COMPANIES, LLC, is a corporation having its principal place of business located in Toledo, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

47. The defendant, DEZURIK, INC., is a corporation incorporated under the laws of the State of Kansas, having its principal place of business located in Ellsworth, Kansas, and is qualified to do business in the Commonwealth of Pennsylvania.

48. The defendant, DBMP, LLC, is a corporation incorporated under the laws of the State of North Carolina, having its principal place of business located in Malvern, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

49. The defendant, DONALD MCKAY SMITH, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Westlake, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

50. The defendant, DRAVO CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

51. The defendant, E.E. ZIMMERMAN COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

52. The defendant, EATON CORPORATION, as successor-in-interest to Cutler-Hammer, Inc., n/k/a Eaton Electrical Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

53. The Defendant, ECODYNE CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Wilmington, Delaware and is qualified to do business in the Commonwealth of Pennsylvania.

54. The defendant, EICHLEAY CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

55. The defendant, ELECTROLUX HOME PRODUCTS INC., f/k/a WCI Outdoor Products, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Charlotte, North Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

56. The defendant, ELLIOTT COMPANY, f/k/a Elliott Turbomachinery Co., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Jeannette, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

57. The defendant, EVOQUA WATER TECHNOLOGIES, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Warrendale, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

58. The defendant, FLOWSERVE CORPORATION, f/k/a Durametallic Corporation, is a corporation incorporated under the laws of the State of Michigan, having its principal place of business located in Kalamazoo, Michigan, and is qualified to do business in the Commonwealth of Pennsylvania.

59. The defendant, FLOWSERVE CORPORATION, f/k/a Duriron Company, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

60. The defendant, FLOWSERVE US, INC., solely as successor to Nordstrom Audco, Inc., Edward Valves Inc., Nordstrom Valves, Inc., and Rockwell Manufacturing Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

61. The defendant, FLOWSERVE U.S., INC., f/k/a Flowserve FSD Corporation, successor to Valtek International, is a corporation incorporated under the laws of Delaware, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

62. The defendant, FLSMIDTH DORR-OLIVER, INC., as successor-in-interest to Keeler/Dorr-Oliver Boiler Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Utah, and is qualified to do business in the Commonwealth of Pennsylvania.

63. The defendant, FLSMIDTH, INC., f/k/a Fuller Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business

located in Bethlehem, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

64. The defendant, FLUOR CONSTRUCTORS INTERNATIONAL a/k/a Fluor Corporation, is a corporation incorporated under the laws of the State of California, having its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

65. The defendant, FLUOR CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Irving, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

66. The defendant, FLUOR ENTERPRISES, INC., is a corporation incorporated under the laws of the State of California, having its principal place of business located in Irving, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

67. The defendant, FMC CORPORATION, is a corporation incorporated under the laws of Delaware, having its principal place of business located in the Philadelphia, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

68. The defendant, FOSECO, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Bellmawr, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

69. The defendant, FOSTER WHEELER LLC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business in Livingston, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

70. The defendant, GARDNER DENVER, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located

in Philadelphia, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

71. The defendant, GENERAL ELECTRIC COMPANY, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Fairfield, Connecticut and is qualified to do business in the Commonwealth of Pennsylvania.

72. The defendant, GENTEX CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Commonwealth of Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

73. The Defendant, GENUINE PARTS COMPANY, is a corporation incorporated under the laws of the State of Georgia, having its principal place of business located in Atlanta, and is qualified to do business in the Commonwealth of Pennsylvania.

74. The defendant, GOULD ELECTRONICS, INC., f/k/a GD-TEK, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Eastlake, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

75. The defendant, GOULDS PUMPS, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of Delaware, and is qualified to do business in the Commonwealth of Pennsylvania.

76. The defendant, GREENE TWEED & COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business

located in Kulpsville, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

77. The defendant, GRINNELL LLC., is a corporation incorporated under the laws of the state of Mississippi having its principal place of business located in Upper Saddle River, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

78. The defendant, GUARD LINE, INC, is a corporation incorporated under the laws of the State of Texas, having its principal place of business located in Atlanta, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

79. The defendant, HAMWORTHY PEABODY COMBUSTION, INC., is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Wichita, Kansa, and is qualified to do business in the Commonwealth of Pennsylvania.

80. The defendant, HONEYWELL, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business located in Morristown, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

81. The defendant, HONEYWELL INTERNATIONAL f/k/a Allied Signal, Inc. f/k/a Allied Corporation successor-in-interest to Bendix Corporation., is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Morris Plains, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

82. The defendant, HONEYWELL INTERNATIONAL, INC., f/k/a Allied Signal, Inc., in its own right and as successor-in-interest to Allied Corporation (Wilputte Coke Oven Division), and as successor-in-interest to Allied Chemical (Wilputte Coke Oven Division), and

as successor-in-interest to Wilputte Coke Oven Corporation, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

83. The defendant, HOWDEN NORTH AMERICA, INC., f/k/a Howden Buffalo, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

84. The defendant, HUNTER SALES CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Bethel Park, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

85. The defendant, I.U. NORTH AMERICA, INC., as successor by merger to The Garp Company, formerly known as The Gage Company, formerly known as Pittsburgh Gage and Supply Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Wilmington, Delaware and is qualified to do business in the Commonwealth of Pennsylvania.

86. The defendant, IMO INDUSTRIES, INC., f/k/a IMO DeLaval, Inc., f/k/a DeValco Corporation Inc., f/k/a DeLaval Turbine, Inc. is a corporation incorporated under the laws of the state of New York, having its principal place of business located in New York, and is qualified to do business in the Commonwealth of Pennsylvania.

87. The defendant, INDUCTOTHERM INDUSTRIES, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business

located in Rancocas, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

88. The defendant, INDUSTRIAL HOLDINGS CORPORATION, f/k/a Carborundum Corporation, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in the State of New York, and is qualified to do business in the Commonwealth of Pennsylvania.

89. The defendant, INDUSTRIAL RUBBER PRODUCTS, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

90. The defendant, INGERSOLL-RAND CORPORATION, is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business located in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

91. The defendant, INSUL COMPANY, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in East Palestine, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

92. The defendant, ITT INDUSTRIES, INC., is a corporation incorporated under the laws of the State of Mississippi having its principal place of business located in Upper Saddle River, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

93. The defendant, J-M MANUFACTURING COMPANY, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Los Angeles, California, and is qualified to do business in the Commonwealth of Pennsylvania.

94. The defendant, J.M. FOSTER, INC., is a corporation incorporated under the laws of the State of Indiana, having its principal place of business located in Gary, Indiana, and is qualified to do business in the Commonwealth of Pennsylvania.

95. The defendant, JOHNSON CONTROLS, INC., and all subsidiaries and related companies including, but not limited to, York International Corporation, is a corporation incorporated under the laws of the State of Wisconsin, having its principal place of business located in Milwaukee, Wisconsin, and is qualified to do business in the Commonwealth of Pennsylvania.

96. The defendant, JOY GLOBAL SURFACE MINING, INC., f/k/a P&H Mining Equipment, f/k/a Harnischfeger Corporation, is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Milwaukee, Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.

97. The defendant, JOY GLOBAL UNDERGROUND MINING, LLC, f/k/a Joy Technologies, Inc., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the Commonwealth of Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

98. The defendant, LINDBERG, is a Delaware Corporation with its principal place of business located in Charlotte, North Carolina, and at times material hereto, was qualified to do business in the Commonwealth of Pennsylvania.

99. The defendant, LINDBERG MPH, is a corporation with its primary place of business located in Riverside, MI and is qualified to do business in the Commonwealth of Pennsylvania.

100. The defendant, M.S. JACOBS & ASSOCIATES, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

101. The Defendant, MAGNETEK, INC., is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Tennessee.

102. The defendant, MALLINCKRODT US HOLDINGS, LLC, is a corporation incorporated under the laws of the State of Missouri, having its principal place of business located in St. Louis, Missouri, and is qualified to do business in the Commonwealth of Pennsylvania.

103. The defendant, MCCARLS INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Beaver Falls, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

104. The defendant, MCJUNKIN REDMAN CORPORATION, f/k/a MRC Global (US) Inc., is a corporation incorporated under the laws of the State of West Virginia, having its principal place of business located in the State of West Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

105. The defendant, MCMASTER CARR SUPPLY, is a corporation incorporated in the State of Illinois, with its primary place of business located in Aurora, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

106. The defendant, MCNEIL (OHIO) CORPORATION, is a corporation incorporated under the laws of the State of Minnesota, with a primary place of business located

in Minneapolis, MN, and is qualified to do business in the Commonwealth of Pennsylvania.

107. The Defendant, McWANE, INC., and its Manchester Tank Division, is a corporation incorporated under the laws of the State of DE, with its principal place of business located in Franklin, TN, and is qualified to do business in the Commonwealth of Pennsylvania.

108. The Defendant, MET-PRO CORPORATION, and its Dean Pump brand, doing business as Met-Pro Global Pump Solutions, is a corporation incorporated under the laws of the State of Pennsylvania, having its principal place of business located in Harleysville, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

109. The defendant, METROPOLITAN LIFE INSURANCE COMPANY, f/k/a Metropolitan Insurance Company., is a corporation incorporated under the laws of the State of New York having its principal place of business located in New York and is qualified to do business in the Commonwealth of Pennsylvania.

110. The defendant, MILWAUKEE VALVE COMPANY., is a corporation incorporated under the laws of the State of Wisconsin having its principal place of business located in Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.

111. The defendant, MINE SAFETY APPLIANCE COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

112. The defendant, MINNOTTE CONTRACTING CORPORATION., is a corporation incorporated under the Commonwealth of Pennsylvania having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

113. The defendant, MORGAN ENGINEERING SYSTEMS, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

114. The Defendant, MOYNO, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Springfield, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

115. The defendant, MUELLER CO., LLC, is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Atlanta, Georgia, and is qualified to do business in the Commonwealth of Pennsylvania.

116. The defendant, MUELLER STEAM SPECIALTY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of North Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

117. The defendant, MW CUSTOM PAPERS, LLC a/k/a MEAD, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in Richmond, Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

118. The defendant, NAGLE PUMPS, INC., is a corporation incorporated under the laws of the state of Illinois, having its principal place of business located in Chicago Heights, Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

119. The defendant, NORTEK GLOBAL HVAC, LLC, as successor by merger to Reznor, LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in O'Fallon, Missouri, and is qualified to do business in the

Commonwealth of Pennsylvania.

120. The defendant, NORTH AMERICAN MANUFACTURING CO., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Cleveland, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

121. The defendant, OGLEBAY NORTON COMPANY, a/k/a Oglebay Norton Engineered Materials, a/k/a ON Marine Services, Inc., and its division The Ferro Engineering Division, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

122. The defendant, OSRAM SYLVANIA, INC., in its own right and as successor-in-interest to GTE Products Corporation, The Clark Controller Company and A.O. Smith Corporation, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business in Cleveland, Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

123. The defendant, PNEUMO ABEX, LLC, as successor-in-interest to Abex Corporation, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Hampton, New Hampshire, and is qualified to do business in the Commonwealth of Pennsylvania.

124. The defendant, POWER PIPING COMPANY, Commonwealth of Pennsylvania, having its principal place of business in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

125. The defendant, RCH NEW CO, II LLC, f/k/a Robertson Ceco Corporation, an alleged successor to H.H. Robertson Company, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Philadelphia, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

126. The defendant, READING CRANE AND ENGINEERING COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business in Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

127. The defendant, RESCO HOLDINGS, L.L.C. as successor to the M.W. Kellogg Company, is a limited liability company incorporated under the laws of the State of Delaware, having its principal place of business in Houston, Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

128. The defendant, RESEARCH-COTTRELL, INC., n/k/a AWT AIR COMPANY, INC., is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business in Palm Desert, California, and is qualified to do business in the Commonwealth of Pennsylvania.

129. The defendant, REUNION INDUSTRIES, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

130. The defendant, RHEEM MANUFACTURING COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business in Atlanta, Georgia, and is qualified to do business in the Commonwealth of Pennsylvania.

131. The defendant, RILEY POWER, INC., f/k/a Riley Stoker Corporation, is a corporation incorporated under the laws of the State of Massachusetts, having its principal place of business located in the State of Michigan and is qualified to do business in the Commonwealth of Pennsylvania.

132. The defendant, ROBBINS & MYERS, INC., is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Dayton, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

133. The defendant, ROBINSON FANS, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Zelienople, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

134. The defendant, RUST ENGINEERING & CONSTRUCTION, INC., f/k/a Treco Construction Services f/k/a the Rust Engineering Company, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Birmingham, Alabama, and is qualified to do business in the Commonwealth of Pennsylvania.

135. The defendant, SAINT-GOBAIN ABRASIVES, INC., f/k/a Norton Company, is a corporation incorporated under the laws of the State of Massachusetts, having its principal place of business located in Worchester, Massachusetts, and is qualified to do business in the Commonwealth of Pennsylvania.

136. The defendant, SAUER, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania having its principal place of business located in West Pittsburgh, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

137. The defendant, SCHNEIDER ELECTRIC USA, INC. f/k/a Square D, is a corporation incorporated under the laws of the State of Illinois having its principal place of business located in Palatine, Illinois and is qualified to do business in the Commonwealth of Pennsylvania.

138. The defendant, SEALING DEVICES, INC., is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Lancaster, New York, and is qualified to do business in the Commonwealth of Pennsylvania.

139. The defendant, SIMAKAS COMPANY, INC., is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Mars, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

140. The defendant, SPIRAX SARCO, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Blythwood, South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

141. The defendant, SPX COOLING TECHNOLOGIES, INC., f/k/a Marley Cooling Technologies, Inc., f/k/a The Marley Cooling Tower Company, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in the State of North Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

142. The defendant, STERLING FLUID SYSTEMS (USA), LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Indianapolis, Indiana, and is qualified to do business in the Commonwealth of Pennsylvania.

143. The Defendant, SULZER PUMPS SOLUTIONS, INC. f/k/a AHLSTROM PUMPS, LLC., is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Easley, South Carolina, and is qualified to do business in the Commonwealth of Pennsylvania.

144. The defendant, SUNBEAM PRODUCTS, INC., as success-in-interest to Sunbeam Corporation, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Texas, and is qualified to do business in the Commonwealth of Pennsylvania.

145. The defendant, SUNDYNE CORPORATION, is a corporation incorporated under the laws of the State of Delaware, with its principal place of business located in the State of Colorado, and is qualified to do business in the Commonwealth of Pennsylvania.

146. The defendant, SURFACE COMBUSTION, is a corporation incorporated under the laws of the State of Ohio, with its principal place of business located in the State of Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

147. The defendant, SWINDELL-DRESSLER INTERNATIONAL COMPANY, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Coraopolis, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

148. The defendant, TENOVA INC., f/k/a Tenova Core Inc., f/k/a Techint Technologies, Inc., f/k/a Core Furnace Systems Corp., as successor-in-interest to Salem Furnace Company, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Coraopolis, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

149. The defendant, THE GOODYEAR TIRE & RUBBER COMPANY, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in Akron, Ohio, and is qualified to do business in the Commonwealth of Pennsylvania.

150. The Defendant, THE GORMAN-RUPP COMPANY, is a corporation incorporated under the laws of the State of OH, with its primary place of business located in Mansfield, OH, and is qualified to do business in the Commonwealth of Pennsylvania.

151. The defendant, THE NASH ENGINEERING COMPANY, is a corporation incorporated under the laws of the State of Connecticut, having its principal place of business located in Yarmouth, Maine, and is qualified to do business in the Commonwealth of Pennsylvania.

152. The defendant, THE WILLIAM POWELL COMPANY, is a corporation incorporated under the laws of the State of Ohio, having its principal place of business located in the State of Ohio and is qualified to do business in the Commonwealth of Pennsylvania.

153. The defendant, THERMO ELECTRIC COMPANY, is a corporation incorporated under the laws of the State of New Jersey, having its principal place of business located in Saddle Brook, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

154. The defendant, THIEM CORPORATION, and its Division, Universal Refractories, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Oak Creek, Wisconsin and is qualified to do business in the Commonwealth of Pennsylvania.

155. The defendant, TRANE U.S. INC., f/k/a American Standard Corporation f/k/a

American Radiator & Standard Sanitary, in its own right and as successor to Westinghouse Airbrake and/or WABCO, is a corporation incorporated under the law of the State of Delaware, having its principal place of business in Piscataway, New Jersey, and is qualified to do business in the Commonwealth of Pennsylvania.

156. The defendant, TUTHILL CORPORATION, is a corporation incorporated under the laws of the State of Delaware, having its primary place of business located in Burr Ridge, Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

157. The defendant, UNIFLOW MANUFACTURING COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Erie, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

158. The defendant, UNION CARBIDE CORPORATION, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in Danbury, Connecticut, and is qualified to do business in the Commonwealth of Pennsylvania.

159. The defendant, UNITED CONVEYOR CORPORATION, and its Linde Division, is a corporation incorporated under the laws of the State of Illinois, having its principal place of business located in the State of Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

160. The defendant, UNITED STATES STEEL CORPORATION, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

161. The defendant, VELAN VALVE CORPORATION, is a corporation incorporated under the laws of the State of New York, having its principal place of business located in the State of Vermont, and is qualified to do business in the Commonwealth of Pennsylvania.

162. The defendant, VIKING PUMP, INC., is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Cedar Falls, Louisiana, and is qualified to do business in the Commonwealth of Pennsylvania.

163. The defendant, WARREN PUMPS, LLC, is a corporation incorporated under the laws of the State of Delaware having its principal place of business located in Hamilton, New Jersey and is qualified to do business in the Commonwealth of Pennsylvania.

164. The defendant, WASHINGTON GROUP INTERNATIONAL, f/k/a Raytheon Engineers and Constructors, Inc. and all its domestic subsidiaries, including The Badger Company Inc., is a corporation incorporated under the laws of the state of Massachusetts, having its principal place of business located in Pittsburgh, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

165. The defendant, WATSON McDANIEL COMPANY, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in Pottstown, Pennsylvania, and is qualified to do business in the Commonwealth of Pennsylvania.

166. The Defendant, WATTS REGULATOR CO., is a corporation incorporated under the laws of the State of Massachusetts, having its principal place of business located in North Andover, Massachusetts, and is qualified to do business in the Commonwealth of Pennsylvania.

167. The defendant, WEIL-MCLAIN COMPANY, is a corporation incorporated under the laws of the State of Indiana, having its principal place of business located in Indiana, and is qualified to do business in the Commonwealth of Pennsylvania.

168. The defendant, WHEELABRATOR AIR POLLUTION CONTROL, INC., is a corporation incorporated under the laws of the State of West Virginia, having its principal place of business located in the State of West Virginia, and is qualified to do business in the Commonwealth of Pennsylvania.

169. The defendant, WT/HRC CORPORATION, f/k/a Whiting Corporation, is a corporation incorporated under the laws of the State of Illinois, having its principal place of business located in Illinois, and is qualified to do business in the Commonwealth of Pennsylvania.

170. The defendant, WTI RUST HOLDINGS, INC., is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Hampton, New Hampshire, and is qualified to do business in the Commonwealth of Pennsylvania.

171. The defendant, YORK INTERNATIONAL CORPORATION, is a Delaware corporation with its principal place of business located in Milwaukee, WI, and is qualified to do business in the Commonwealth of Pennsylvania.

172. The defendant, YUBA HEAT TRANSFER LLC, is a corporation incorporated under the laws of the State of Delaware, having its principal place of business located in Tulsa, Oklahoma, and is qualified to do business in the Commonwealth of Pennsylvania.

173. The defendant, ZURN INDUSTRIES, a/k/a Erie City Iron Works, is a corporation incorporated under the laws of the Commonwealth of Pennsylvania having its

principal place of business located in Erie, Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

174. The plaintiff, Richard J. Shiel, Sr., worked at J&L Steel in Aliquippa, PA from 1966 to 1985, as a Laborer, Millwright, and in the Multicraft Group.

175. Mr. Shiel worked part time as a Laborer at Sarracino Auto Sales in Burgettstown, PA for a few years in the late 1950s/early 1960s, and has performed auto work on his personal automobiles throughout his life.

176. Mr. Shiel served his country in the United States Navy from 1963 to 1966. Mr. Shiel is not bringing any claims in the instant complaint for exposure to asbestos-containing products during his service in the United States Navy.

177. During a portion of the time set forth above, while employed as set forth above, Mr. Shiel was exposed to and did inhale asbestos dust and asbestos fibers, which caused the conditions as hereinafter set forth, resulting in Plaintiffs impairment.

178. Plaintiff suffers from mesothelioma.

179. Mr. Shiel's mesothelioma was diagnosed on November 13, 2019. Mr. Shiel was unaware of and could not discover the nature and cause of said mesothelioma before November 13, 2019.

COUNT I
STRICT LIABILITY

180. The Defendant corporations or their predecessors in interest, at all times relevant, engaged in one or more of the following activities involving asbestos and other ingredients in their materials: the mining, milling, manufacturing, distributing, supplying and/or selling asbestos materials and other dangerous ingredients and products.

181. At all times pertinent hereto, the Defendants acted through their duly authorized agents, servants and employees, who were then and there acting in the course and scope of their employment and in furtherance of the business of said Defendants.

182. As a direct and proximate result of the inhalation of the fibers and dusts contained in the products of Defendants and/or their predecessors-in-interest, Mr. Shiel contracted the diseases set forth herein.

183. The condition of Mr. Shiel is a direct and proximate result of the Defendants' manufacture, and/or production, and/or distribution, and/or supply and/or sale of products containing asbestos and other dangerous ingredients which were inherently, excessively, and ultra-hazardously dangerous to Mr. Shiel and/or lacked elements necessary to make them safe for their intended uses.

184. Mr. Shiel's disease as set forth herein with associated complications was directly and proximately caused by the acts of the Defendants acting through their agents, servants and employees and the Defendants are liable therefore, jointly and severally, to Mr. Shiel for their breach of duty imposed by Section 402A of the Restatement (Second) of Torts,

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

COUNT II
NEGLIGENCE BY MANUFACTURERS, SUPPLIERS AND/OR CONTRACTORS

185. Plaintiffs incorporate the aforementioned paragraphs by reference as though fully set forth herein.

186. The condition of Mr. Shiel is a direct and proximate result of the negligence of the Defendants, both jointly and severally, in that they manufactured, and/or supplied, and/or

sold, and/or used, and/or installed, and/or specified, and/or recommended, and/or removed products containing asbestos and other dangerous ingredients, which products Defendants knew, or in the exercise of reasonable care, should have known, were inherently, excessively, and ultra-hazardously dangerous to Mr. Shiel.

187. Defendants acted in such a manner which was willful, wanton, gross and in total disregard for the health and safety of individuals that might foreseeably be exposed to dust from such asbestos-containing products.

188. Defendants, individually, together and/or as a group, have possessed since 1929 medical and scientific data which indicated that asbestos-containing insulation and other materials were hazardous to health. Prompted by pecuniary motives, the Defendants, individually, together and/or as a group, willfully and wantonly ignored and/or failed to act upon said medical and scientific data. Rather, they conspired together to deceive the public in several aspects: by controlling industry-supported research in a manner inconsistent with the health and safety interest of users and consumers; by successfully tainting reports of medical and scientific data appearing in industry and medical literature; by suppressing the dissemination of certain medical and scientific information relating to the harmful effects of exposure to said products; and by prohibiting the publication of certain scientific and medical articles. Such conspiratorial activities deprived the users, mechanics, laborers and installers of Defendants' said products of the opportunity to determine whether or not they would expose themselves to the unreasonably dangerous asbestos products of said Defendants. As a direct and proximate result of the aforesaid actions, Mr. Shiel was exposed as alleged and contracted the diseases set forth herein.

189. As a direct and proximate result of the actions of the Defendants as aforesaid, and inhalation of asbestos fibers from Defendant's products, Mr. Shiel has suffered severe and serious injuries. He suffers from mesothelioma, an asbestos-related disease, severe pain, and discomfort.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

COUNT III
LOSS OF CONSORTIUM

190. Plaintiff-Wife incorporates the aforementioned paragraphs by reference as though fully set forth herein.

191. As a direct and proximate result of the carelessness, negligence and/or recklessness of the Defendants and of the aforesaid injuries to her husband, the Plaintiff-wife has been damaged as follows:

- a. Plaintiff-Wife has been and will continue to be deprived of the services, society and companionship of her husband;
- b. Plaintiff-Wife has been required to spend money for medicine, medical care, nursing, hospital and surgical attention, medical appliances and household care for the treatment of her husband;
- c. Plaintiff-Wife has been and will continue to be deprived of the earnings of her husband.

WHEREFORE, Plaintiff-Wife DARLENE SHIEL, has been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

COUNT IV
AGAINST METROPOLITAN LIFE

192. Plaintiff incorporates the aforementioned paragraphs by reference hereto as fully set forth herein.

193. In or about the year 1930, and at various times prior and subsequent thereto, up to and including the present time, Defendant Metropolitan Life Insurance Company undertook and assumed a duty to provide the asbestos industry, the scientific community and company users of asbestos with information, inspections, instructions, supervision, recommendations, assistance, notices, reports, methods, findings, cautions, warnings, advice, designs, equipment, safeguards, guidance and services to properly, adequately and reasonably provide safe working conditions, all allegedly to preserve and protect the life, health and safety of employees exposed to asbestos, including Plaintiffs and their co-workers, and particularly to protect them from the dangerous and defective properties of asbestos, asbestos products and compounds and/or other dangerous substances at or about the workplace.

194. Plaintiffs aver that various employers and their employees, including Mr. Shiel and scientists and others similarly situated, were dependent upon the undertakings of Metropolitan to preserve and protect the life, health and safety of individuals, including Plaintiffs, by not assisting the said companies in selling dangerous products.

195. Metropolitan, by its active and passive negligence, failed to exercise the standard of care and skill it was obliged to exercise by reason of its aforesaid undertakings and assumption of duty, thereby causing, creating or permitting dangerous conditions and exposure

to dangerous and defective substances; and thereby failing to properly safeguard Plaintiffs and all others similarly situated.

196. As a result of the aforesaid negligence of the Defendant Metropolitan, Plaintiffs were injured.

WHEREFORE, Plaintiffs, have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

COUNT V
AGAINST METROPOLITAN LIFE

197. Plaintiffs incorporate the above paragraphs by reference as if fully set forth herein.

198. For a number of years, Metropolitan provided insurance coverage for various manufacturers of asbestos-containing products.

199. For a number of years, Dr. A.J. Lanza served as assistant medical director of Metropolitan.

200. At all times relevant, the activities of Dr. Lanza hereinafter described were undertaken as a servant, agent or employee of Metropolitan.

- a. Beginning in approximately 1934, Metropolitan Life Insurance Company and certain asbestos producers and manufacturers including Johns-Manville Corporation and Raybestos Manhattan, through their agents, Vandiver Brown, attorney J.C. Hobart, Sumner Simpson and J. Rohrbach, suggested to Dr. Anthony Lanza, as agent of Metropolitan Life Insurance Company, that Lanza publish a study on asbestos in which Lanza would affirmatively misrepresent material facts about asbestos exposure and concerning the seriousness of the

disease processes, asbestosis and related diseases. This was accomplished through intentional deletion of Lanza's feeling of asbestosis as "fatal" and through other selective editing that affirmatively misrepresented asbestos as causing diseases less serious than they really were known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. This fraudulent misrepresentation and fraudulent nondisclosure was motivated in part by a desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in disputes involving Metropolitan as insurer.

- b. In 1936, American Brake Block Corporation, Asbestos Manufacturing Company, Gatke Corporation, Johns-Manville Corporation, Keasbey & Mattison Company, Raybestos-Manhattan, Russell Manufacturing, Union Asbestos and Rubber Company, and United Gypsum Company, entered into an agreement with the Saranac Laboratories. Under this agreement, these companies acquired the power to decide what information Saranac Laboratories could publish about asbestos disease and could also control in what form such publications were to occur. This agreement gave these companies power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to suppress material facts included in any study. On numerous occasions thereafter, these companies together with Metropolitan, exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.

- c. On November 11, 1948, representatives of the following companies met at the headquarters of Johns-Manville Corporation; American Brake Block Division of American Brake and Shoe Foundry, Gatke Corporation, Keasbey & Mattison Company, Raybestos-Manhattan, Inc., Thermoid Company, Union Asbestos and Rubber Company, United States Gypsum Company and Metropolitan. U.S. Gypsum did not send a representative to the meeting, but instead authorized Vandiver Brown of Johns-Manville to represent its interest at the meeting and to take action on its behalf.
- d. At this November 11, 1948 meeting, these companies and Metropolitan decided to exert their influence to materially alter and misrepresent material facts about the substance of research previously started by Dr. Leroy Gardner at the Saranac Laboratories. Dr. Gardner's research involved the carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then existing standards of dust exposure for asbestos and asbestos products.
- e. At this meeting, these companies and Metropolitan and subsequently their agent, Dr. Vorwald, intentionally and affirmatively determined that Dr. Gardner's work should be edited to delete material facts about the cancer causing propensity of asbestos and the health effects of asbestos on humans and to delete the critique of the dust standards. This was published, as altered, in the scientific literature. These companies and Metropolitan thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, scientists, and persons exposed to asbestos such as the Plaintiffs.

- f. As a direct result of the actions as described above, Dr. Gardner's edited work was published in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that Metropolitan wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of risks, Metropolitan and the companies it joined with affirmatively and deliberately disseminated this misleading publication.
- g. Such action constituted a material affirmative misrepresentation of material facts involving Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was less of a health problem than Dr. Gardner's unedited work indicated.
- h. In 1955, Johns-Manville, for itself and on behalf of Metropolitan, through their agent Kenneth Smith, caused to be published in the AMA Archives of Industrial Health, an article entitled "Pulmonary Disability In Asbestos Workers". This published study materially altered the results of an earlier study in 1949 concerning the same set of workers. This alteration of Dr. Smith's study constituted a fraudulent and material representation about the extent of the risk associated with asbestos inhalation.
- i. In 1955, the National Cancer Institute held a meeting at which Johns-Manville, individually and as an agent for Metropolitan, and A. Vorwald, as their agent, affirmatively misrepresented that there were no existing animal studies concerning the relationship between asbestos exposure and cancer, when, in fact,

Metropolitan was in secret possession of several studies which demonstrated that positive evidence did exist.

- j. Metropolitan approved and ratified and furthered the previous acts of Johns-Manville, Raybestos Manhattan, and A.J. Lanza.

201. The acts of Metropolitan as described above, constitute a fraudulent concealment and/or a fraudulent misrepresentation which proximately caused injury to the Plaintiffs in the following manner:

- a. Metropolitan intended the publication of false and misleading reports and/or the nondisclosure of documented reports of health hazards of asbestos, in order to:
 - i. Maintain a favorable atmosphere for the continued sale and distribution of asbestos and asbestos-related products;
 - ii. Assist in the continued pecuniary gain through the control and reduction of claims;
 - iii. Influence proposed legislation to regulate asbestos exposure;
 - iv. Provide a defense in law suits brought for injury resulting from asbestos disease.
- b. Metropolitan intended reliance upon the published reports regarding the safety of asbestos and asbestos-related products.
- c. Plaintiffs suffered injury as a direct and proximate result of the acts alleged herein.

202. Metropolitan has, as previously stated, altered, influenced, and created significant portions of medical literature which are false and misleading statements concerning the dangers of asbestos exposure and disease. In so doing, Metropolitan, and its aforesaid

agents, provided a body of medical literature which, when relied upon by persons investigating such literature, would have led to a false impression of the dangers of asbestos exposure.

203. Additionally, the publication of such literature acted to inhibit the development of the literature and effectively delayed the dissemination of accurate knowledge of the dangers, Metropolitan owed a duty to the Plaintiffs, and the public as a whole, when contributing to the medical literature to do so in good faith and with the reasonable care expected of any professional contributing to such literature; Metropolitan's failure to do so is willful and wanton negligence and a separate intentional tort creating a duty to compensate the Plaintiffs for injuries sustained as a proximate contributing result of the actions of Metropolitan Life Insurance Company.

204. As a direct and proximately result of the fraudulent concealment and/or fraudulent representation by Metropolitan and its agents, Mr. Shiel suffered the diseases, injuries and damages set forth in the foregoing paragraphs.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

COUNT VI
AIDING AND ABETTING AGAINST METROPOLITAN LIFE

205. Plaintiffs incorporate the aforementioned paragraphs by reference hereto as fully set forth herein.

206. Defendant, Metropolitan Life Insurance Company, individually and in concert with American Brake Block Corporation, Asbestos Manufacturing Company, Gatke Corporation, Johns-Manville Corporation, Keasbey & Mattison Company, Raybestos-Manhattan, Russell Manufacturing, Union Asbestos and Rubber Company, United Gypsum

Company, Thermoid Company and others knowingly agreed and conspired among themselves to engage in a course of conduct that was reasonably likely to result in injury to Mr. Shiel.

207. Defendant, Metropolitan Life Insurance Company, knew or should have known that the perversion of the scientific and medical literature as aforesaid would cause the harmful effects of asbestos exposure and would cause Mr. Shiel injury.

208. Defendant, Metropolitan Life Insurance Company, gave substantial assistance and/or encouragement to the conspirators and this aided and abetted their sale of asbestos products in a defective and dangerous condition and their reduction and control of claims against them.

209. The actions of Metropolitan Life Insurance Company make it liable to Plaintiffs pursuant to Section 876 of the Restatement of Torts (Second) since Metropolitan Life Insurance Company has acted in concert with others to cause harm to the Plaintiffs.

210. As a direct and proximate result of the actions of Defendant, Metropolitan Life Insurance Company, Mr. Shiel suffered and will continue to suffer serious bodily injury; endured and will continue to endure great pain and suffering and mental anguish; incurred and will continue to incur medical expenses; lost earnings and earning capacity; and was otherwise damaged.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

COUNT VII
MISREPRESENTATION AGAINST
METROPOLITAN LIFE INSURANCE COMPANY

211. Plaintiff incorporates the aforementioned paragraphs by reference hereto as fully set forth herein.

212. The actions of Defendant Metropolitan Life Insurance Company as described above constituted conscious misrepresentation involving risk of physical harm and/or negligent misrepresentation involving risk of physical harm.

213. Metropolitan Life Insurance Company is liable to Plaintiffs for their injury pursuant to Section 310 and 311 of the Restatement of Torts (Second).

214. As a direct and proximate result of the actions of Defendant, Metropolitan Life Insurance Company, Mr. Shiel suffered and will continue to suffer serious bodily injury; endured and will continue to endure great pain and suffering and mental anguish; incurred and will continue to incur medical expenses; lost earnings and earning capacity; and was otherwise damaged.

WHEREFORE, Plaintiffs have been damaged and claims damages of the Defendants, jointly and severally, in an amount in excess of the arbitration jurisdiction of the Court of Common Pleas of Beaver County, Pennsylvania.

CONCLUSION

For Plaintiff's injuries sustained as a direct and proximate result of exposure to asbestos dust as aforesaid, the Plaintiff demands the following relief in addition to any relief previously stated herein:

- a. Compensation for great pain, suffering and inconvenience;
- b. Compensation for Plaintiff's limitation and preclusion from performing normal activities;
- c. Compensation for great emotional distress;

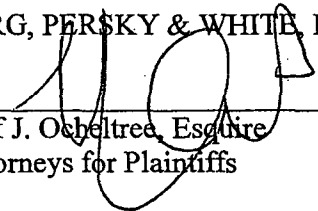
- d. Compensation for Plaintiff's loss of his general health, strength and vitality;
- e. Compensation for medicine, medical care, nursing, hospital and surgical attention, medical appliances and household care;
- f. Punitive and exemplary damages;
- g. Any further relief found just and appropriate by the Court

JURY TRIAL DEMANDED AS TO ALL COUNTS,

Respectfully submitted,

GOLDBERG, PERSKY & WHITE, P.C.

By:



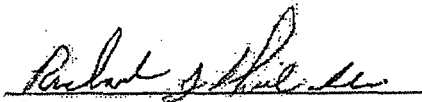
Leif J. Ocheltree, Esquire
Attorneys for Plaintiffs

VERIFICATION

I, RICHARD J. SHIEL, SR., hereby certify that the statements set forth in the foregoing COMPLAINT IN CIVIL ACTION are true and correct to the best of my knowledge, information and belief. The factual matters set forth therein are based upon information which has been furnished to my counsel, or which has been gathered by my counsel as it pertains to this lawsuit; that the language contained in the foregoing is that of counsel and not the undersigned; and, that to the extent that the contents of same is that of counsel the undersigned has relied upon counsel in making this verification.

I understand that this Verification is made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn fabrication to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Date: 11/16/17

A handwritten signature in dark ink, appearing to read "Richard J. Shiel, Sr.", written over a horizontal line.

Richard J. Shiel, Sr.

VERIFICATION

I, DARLENE SHIEL, hereby certify that the statements set forth in the foregoing COMPLAINT IN CIVIL ACTION are true and correct to the best of my knowledge, information and belief. The factual matters set forth therein are based upon information which has been furnished to my counsel, or which has been gathered by my counsel as it pertains to this lawsuit; that the language contained in the foregoing is that of counsel and not the undersigned; and, that to the extent that the contents of same is that of counsel the undersigned has relied upon counsel in making this verification.

I understand that this Verification is made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn fabrication to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Date:


11/16/2019

Darlene Shiel

Darlene Shiel

EXHIBIT E




George R. Hodges
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

In Re:)	Chapter 11
)	
GARLOCK SEALING TECHNOLOGIES)	Case No. 10-31607
LLC, et al.)	
)	
Debtors. ¹)	Jointly Administered

**ORDER AUTHORIZING THE DEBTORS TO ISSUE QUESTIONNAIRE TO
HOLDERS OF PENDING MESOTHELIOMA CLAIMS AND GOVERNING THE
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

This matter came before the Court on the Motion of the Debtors for an Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Information by Current Asbestos Mesothelioma Claimants (Doc. No. 1006) (hereinafter, the “**Motion**”), the Memorandum of the Official Committee of Asbestos Personal Injury Claimants in Opposition to Motion of the Debtors for an Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Information by Current Asbestos Mesothelioma Claimants (Docket No. 1076), Debtors’ reply thereto (Docket No. 1151), Debtors’ Memorandum in Support of Proposed Form of Mesothelioma Claim Questionnaire (Docket No. 1290), and the Supplemental Response of the Official Committee of

¹ The Debtors in these jointly administered cases are Garlock Sealing Technologies LLC (“Garlock”), Garrison Litigation Management Group, Ltd., and the Anchor Packing Company (“Anchor”).

Asbestos Personal Injury Claimants Regarding a Questionnaire Directed to Current Mesothelioma Claimants (Docket No. 1288). Based upon a review of the Motion, the further submissions of the parties, the evidence presented, and the arguments of counsel, and for the reasons stated on the record on February 17, April 28, May 12, and May 26, 2011, the Court concludes that Debtors should be permitted to take discovery from pending mesothelioma claimants through the mechanism of a personal injury questionnaire for use in estimating the Debtors' aggregate liability for asbestos-related personal injury and wrongful death claims for purposes of formulating a plan of reorganization (the "**Estimation Proceeding**"), subject to the terms and conditions of this Order, and hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.
2. The Motion is GRANTED IN PART and DENIED IN PART on the terms and conditions set forth in this Order.
3. The Mesothelioma Claim Questionnaire (the "**Questionnaire**") attached to this Order as Exhibit A and incorporated herein by reference is approved; *provided, however*, that modifications to the form may be made without further Order of the Court on the written consent of the Debtors, the Official Committee of Asbestos Personal Injury Claimants (the "**Committee**"), and the Future Claimants' Representative (the "**FCR**" and, collectively with the Debtors and the Committee, the "**Estimation Parties**").
4. Every person with a lawsuit pending against Garlock or Anchor as of June 5, 2010, for asbestos-related personal injury or wrongful death, who is indicated in Debtors' records as of June 5, 2010 or June 7, 2011, as seeking compensation based on an assertion that such person or another individual contracted mesothelioma as a result of use of and/or exposure

to an asbestos-containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock or Anchor (for purposes of this Order, “**Mesothelioma Claimants**”), is required to complete and return the Questionnaire, pursuant to the deadlines set forth in paragraph 5 below and subject to any objections asserted pursuant to paragraph 6 below.

5. The following deadlines and requirements shall apply:

- a. On or before July 1, 2011, Debtors shall serve the Questionnaire, via direct U.S. mail, on counsel of record for all Mesothelioma Claimants. Debtors shall provide counsel with a unique paper copy of the Questionnaire for each such Mesothelioma Claimant. Debtors shall directly serve Mesothelioma Claimants who are not represented by counsel if the identities and addresses of those claimants are known. The Debtors shall promptly file a certificate of service and provide the Committee and the FCR with an electronic copy of the service list.
- b. Responses to the Questionnaire, whether in electronic or paper form, including all attachments thereto, and all trust claim forms submitted by Mesothelioma Claimants pursuant to the Questionnaire or obtained from any trust pursuant to the optional authorization form incorporated in the Questionnaire,² are referred to below as “**Questionnaire Responses.**”
- c. All Mesothelioma Claimants may submit their Questionnaire responses and any attachments in paper form or electronically through a website to

² The authorization form is set forth as Exhibit 1 to the Questionnaire and is entitled “Claimants’ Optional Authorization for Debtors’ Counsel to Obtain Trust Records.” It is referred to below in this Order as the “**Authorization.**”

be established by the Debtors' Claims Administrator, Rust Consulting ("Rust").

- d. If a Mesothelioma Claimant chooses to submit the Questionnaire response and any attachments electronically, he or she shall complete and submit the Questionnaire on the Rust system no later than November 1, 2011.
- e. If a Mesothelioma Claimant chooses to submit the Questionnaire response and any attachments in paper form, he or she shall complete and submit the Questionnaire and deposit it and any attachments in the U.S. Mail (prepaid), postmarked no later than November 1, 2011, addressed to Rust Consulting, Inc., P.O. Box 9999, Faribault, MN, 55021-9999. Any Mesothelioma Claimant who chooses to submit the Questionnaire response and any attachments in paper form must use the unique, marked paper form that Rust provides to counsel for such claimant. Rust shall send unique, marked paper forms to all Mesothelioma Claimants in the initial service package. All Mesothelioma Claimants submitting Questionnaire Responses in paper form are permitted and encouraged to provide attachments in electronic format, where feasible.
- f. Any executed Authorization submitted in response to the Questionnaire (*see* note 2 above) shall expire and cease to be effective on the earlier of July 31, 2012, or a date fixed by further order of the Bankruptcy Court. Debtors shall not use any Authorization after the operative expiration date thereof.

- g. Rust shall make all Questionnaire Responses readily open to examination in their entirety by the Estimation Parties, their respective bankruptcy counsel and special counsel named in the margin (the “**Bankruptcy Counsel**”),³ and their respective retained claims estimators named in the margin (the “**Estimation Experts**”).⁴
- h. Rust shall promptly create a database of the Questionnaire Responses; *provided, however*, that personnel for Debtors shall input into Rust’s database information submitted in paper form. Rust shall promptly provide copies of this database to the Estimation Parties, their respective Bankruptcy Counsel, and their respective retained Estimation Experts, and shall supplement those copies promptly if and when additional trust claim forms are obtained from trusts pursuant to any Authorization.
- i. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Estimation Parties; (ii) any entity that becomes a party to the Estimation Proceeding by way of intervention pursuant to an order of the Bankruptcy Court (each, an “**Intervenor**”); (iii) any party in interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 18 of this Order; (iv) any law firm rendering legal services with respect to the Estimation Proceeding to any person described in the

³ For the Debtors, Robinson, Bradshaw & Hinson, P.A. and Rayburn, Cooper & Durham, P.A.; for the ACC, Caplin & Drysdale, Chartered and Moon Wright & Houston, PLLC; for the FCR, Orrick, Herrington & Sutcliffe LLP and Grier, Furr & Crisp, P.A.

⁴ For the Debtors: Bates White, LLC; for the ACC, Legal Analysis Systems, Inc.; for the FCR, Hamilton, Rabinovitz & Associates, Inc.

preceding parts (i) through (iii) of this paragraph 5.i., and each such law firm's employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; (v) any Estimation Party or Intervenor's consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party or Intervenor in connection with the Estimation Proceeding; (vi) any person who testifies at a deposition or hearing in connection with the Estimation Proceeding, and for whose examination or cross-examination reference to a Questionnaire Response is relevant; (vii) third-party service companies providing outside photocopying, graphic production services, or litigation support services in connection with the Estimation Proceeding; (viii) Rust and any of its employees, agents, or representatives rendering services in connection with the Estimation Proceeding; (ix) the Court, including secretaries, judicial assistants, law clerks, and other clerical staff; and (x) court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Estimation Proceeding; *provided, however*, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 5.j. immediately below.

- j. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to

submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 5.i. above, every entity described in subparts (ii) through (vii) of paragraph 5.i. shall execute an Acknowledgment of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit B.1 or Exhibit B.2. Exhibit B.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit B.2 shall be signed in an individual capacity by individuals (such as a witnesses or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 5.i above in their individual capacities, rather than as employees, agents, or representatives of a firm.

- k. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Estimation Parties under this Order. Any Intervenor, and any party in interest who obtains such relief on motion pursuant to paragraph 18 of this Order, shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.

6. Any and all objections, procedural and substantive, that any Mesothelioma Claimant may have to the Questionnaire or to the inquiries set out therein are hereby fully preserved. Mesothelioma Claimants must indicate any objections, including their bases, on the form attached as Exhibit 2 to the Questionnaire (or, if the response is provided electronically, on the Rust electronic system). Mesothelioma Claimants may not lodge objections by attaching or referring to documents. The consequences for failure to complete and timely submit the Questionnaire and any required attachments, and the process for litigating any objections, remain to be determined.

7. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding Mesothelioma Claimants. Debtors' objections to such treatment are overruled. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

8. Mesothelioma Claimants, Estimation Parties, and Intervenors shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.

9. As a precautionary measure, but not as a precondition to protection, Rust shall stamp any written Questionnaire Responses with the following legend: "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

10. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Questionnaire Responses occur, the entity whose

agents or representatives were involved in the breach shall notify the Estimation Parties and any Intervenor, as well as any Mesothelioma Claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

10. Neither Questionnaire Responses, nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose other than the Estimation Proceeding.

11. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

12. To the extent Questionnaire Responses are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

13. Nothing in this Order shall restrict any person’s right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;

- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 14 below, or any data or material that is or becomes publicly available other than by a breach of this Agreement; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

14. In the event that, in the course of the Estimation Proceeding, any Estimation Party or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Questionnaire Responses; and (iii) such Estimation Party or Intervenor has first utilized its best efforts to maintain the confidentiality of the Questionnaire Responses, including by seeking an order, on notice to all other Estimation Parties and Intervenors and to the Mesothelioma Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party or Intervenor may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from Questionnaire Responses if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Mesothelioma Claimant. Likewise,

nothing herein shall prohibit an expert for any Estimation Party or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Mesothelioma Claimant.

15. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Response, in whole or in part, to a third party (a “**Third-Party Discovery Demand**”), including a governmental or other regulatory body, such entity (a “**Discovery Target**”) shall provide prompt written notice of any such request or requirement to the Mesothelioma Claimant or Mesothelioma Claimants who provided the information requested, with copies to the Estimation Parties and any Intervenor, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the Mesothelioma Claimant, each of the Estimation Parties, and any Intervenor of the right to seek such an order or remedy, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced or disclosed pursuant to such an order, including, without limitation, by cooperating with any Mesothelioma Claimant, Estimation Party,

or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

16. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR ; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Mesothelioma Claimants, for the Estimation Parties, or for Intervenors of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding); and *provided further* that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

17. When the Debtors serve the Questionnaire, a copy of this Order shall be attached to the Questionnaire as an exhibit thereto.

18. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, any Intervenors, and Mesothelioma Claimants determined by prior order of the Bankruptcy Court to be potentially

affected by the relief sought. The movant shall bear the burden of showing good cause for the requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Questionnaire on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) the Questionnaire constitutes a hybrid form of discovery not contemplated by the usual rules of discovery under the Federal Rules of Civil Procedure and therefore not available in ordinary civil litigation; (iii) the Court has authorized the Questionnaire on the basis that it may be helpful and efficient for purposes of the Estimation Proceeding; (iv) Mesothelioma Claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of Questionnaire Responses; (v) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (vi) among the intended benefits of estimating the Debtors' asbestos-related liability in the aggregate for purposes of formulating a plan of reorganization is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

19. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

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

Garlock Sealing Technologies LLC

MESOTHELIOMA CLAIM QUESTIONNAIRE

01

<<0123456789>>



<<FIRM_NAME>>
<<ATTORNEY>>
<<ADDRESS_1>>
<<CITY>> <<STATE>> <<ZIPCODE>>



<<CLAIMANT_NAME>>

MAILING SUMMARY

MAIL DATE: <<MAIL_DATE>>
DUE DATE: MONTH XX, 2011
MAILED TO: <<ATTY_NAME>>
CLAIMANT: <<CLAIMANT_NAME>>



If the pre-printed address to the left is incorrect or out of date, **OR** there is no pre-printed data, check this box and provide your name and current address:

Firm Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

PURPOSE OF QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Garlock Sealing Technologies LLC (“**Garlock**”) and The Anchor Packing Company (“**Anchor**,” and collectively with Garlock, the “**Debtors**”) to issue this Questionnaire to every person with a lawsuit pending against Garlock or Anchor as of June 5, 2010, for asbestos-related personal injury or wrongful death, who is indicated in Debtors’ records as of June 5, 2010 or June 7, 2011, as seeking compensation based on an assertion that such person or another individual contracted mesothelioma as a result of use of and/or exposure to an asbestos-containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock or Anchor (a “**Pending Mesothelioma Claim**”).

The Debtors are pursuing reorganization in jointly administered Chapter 11 cases in the Bankruptcy Court, referred to as *In re Garlock Sealing Technologies LLC, et al.*, Case No. 10-31607 (Bankr. W.D.N.C.). The Bankruptcy Court has granted the Debtors’ application to issue this Questionnaire for purposes of estimating their aggregate liability for asbestos-related personal injury and wrongful death claims. The estimation is a contested matter in which the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants’ Representative are parties adverse to the Debtors.

The purpose of this form is to obtain complete and up to date information about each Pending Mesothelioma Claim with respect to the topics noted below. If you have a Pending Mesothelioma Claim, you must provide accurate, complete, and timely responses to this Questionnaire.

All information provided in response to this Questionnaire will be treated as confidential. The uses and further disclosure of such information shall be restricted in accordance with the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, dated June ___, 2011. A copy of that Order [Dkt. No. ___] is attached as Exhibit 3 to the Questionnaire.

ADMINISTRATOR INFORMATION

If you have a Pending Mesothelioma Claim against Garlock or Anchor, you are directed to complete and submit this Questionnaire on or before November 1, 2011.

You may submit your Questionnaire responses and any attachments electronically through the system supported by Rust Consulting, whom the Debtors have retained as their Claims Administrator. Access to this system and electronic filing instructions are available through the Rust Consulting website at [address]. If you elect to submit your responses and any attachments electronically, please complete and submit the Questionnaire on the Rust Consulting system no later than November 1, 2011.

In the alternative, you have the option of submitting your Questionnaire responses and any attachments by mail. If this is your preference, please deposit your completed Questionnaire, along with any attachments, in the U.S. Mail (prepaid) postmarked no later than November 1, 2011, addressed to:

RUST CONSULTING, INC., P.O. BOX 2512, FARIBAULT, MN 55021-9512

Each Pending Mesothelioma Claimant has been provided a unique copy of this Questionnaire. If you answer by mail, you must answer on the unique copy of the Questionnaire provided for you. In addition, if you answer by mail, you are permitted and encouraged to provide any attachments in electronic format, where feasible.



LIST OF CLAIM FORM SECTIONS AND INSTRUCTIONS**OCCUPATION AND INDUSTRY CODES**

- Contains reference codes for occupation and industry of exposure for use in completing Part 5. For U.S. Navy occupation codes, you may respond by attaching service records.

PART 1: INJURED PARTY INFORMATION

- Provide identifying information for the Injured Party. As used in this Questionnaire, the term “Injured Party” means the individual whose alleged mesothelioma forms the basis for the Pending Mesothelioma Claim.

PART 2: RELATED CLAIMANT INFORMATION

- Only complete this section if the claimant (the plaintiff) is a “Related Claimant,” rather than the Injured Party.
- As used in this Questionnaire, the term “Related Claimant” means a person who is not the Injured Party but who is making a claim based on or derived from the Injured Party’s mesothelioma, either in a representative capacity (e.g., the personal representative of the Injured Party’s estate suing for the Injured Party’s injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged wrongful death of the Injured Party).
- Related Claimant IDs (social security number or foreign tax ID) are only required if no ID is provided for the Injured Party or Injured Party’s estate.

PART 3: LAW FIRM INFORMATION

- Provide contact information for the law firm that represents the claimant in responding to the Questionnaire.

PART 4: ALLEGED INJURY DIAGNOSIS INFORMATION

- Provide diagnosis information related to the alleged injury and/or death of the Injured Party.

PART 5: EXPOSURE

- In Part 5A, identify any industrial, commercial or residential location where the claimant alleges exposure to Garlock or Anchor asbestos-containing products. Also, answer the questions concerning the nature of any Garlock/Anchor alleged exposure.
- In Part 5B, identify any industrial, commercial or residential location where the claimant alleges exposure to non-Garlock/Anchor asbestos-containing products.
- In Parts 5A and 5B, “secondary” exposure means alleged exposure through another person who was occupationally exposed (the “primary” exposure); an example is take-home exposure. In the case of secondary exposure, list information for the site where primary exposure occurred and provide the required information regarding the primarily exposed person’s exposure.
- See below for “Option to Respond by Producing Documents”.

PART 6: LITIGATION AND OTHER CLAIMS RELATED TO THE INJURED PARTY’S ALLEGED ASBESTOS EXPOSURE

- Provide the information requested in Part 6A regarding any lawsuit filed by you or on your behalf based on the Injured Party’s mesothelioma, or any other lawsuit based on the Injured Party’s mesothelioma.
- If you have filed multiple lawsuits based on the Injured Party’s mesothelioma, respond to Part 6A as to each lawsuit filed, whether or not all of those lawsuits named Garlock or Anchor as a defendant.
- Provide the information requested in Part 6B regarding claims against other parties and Trusts by you or on your behalf based on the Injured Party’s mesothelioma.
- The term “DWOP” in Tables A and C means “dismissed without payment.” You should check this box if the claim was dismissed for any reason without a payment from the defendant.
- See below for “Option to Respond by Producing Documents.”

OPTION TO RESPOND BY PRODUCING DOCUMENTS (APPLICABLE TO PART 5 AND PART 6)

- In lieu of providing a written response to Part 5A, Part 5B, Part 6A, or Part 6B, or any particular question included therein, you may submit verified complaints, interrogatory responses, deposition transcripts of plaintiffs and/or product identification witnesses, or bankruptcy trust claim forms that provide true and complete information responsive to the questions answered by this alternative means, as of the date you submit your response to this Questionnaire.
- You are required to certify that your response to this Questionnaire is true and complete as of the date it is submitted. Therefore, if you choose to respond to any question by attaching documents, you must still ensure that you have provided a true and complete response to the question. If, for example, you or your attorneys have learned additional responsive information since the document was created, you must provide that information in the Questionnaire form or by attaching additional documents, to ensure that your answer is true and complete.
- If, in lieu of a written response, you elect to submit any document longer than twenty pages, identify the document and the relevant part thereof, if this is readily known to you, or, in the alternative, submit only the relevant pages.

PART 7: CERTIFICATION

- Either the claimant or the claimant’s attorney must sign the appropriate certification.

PART 8: ATTACHMENT OF TRUST CLAIM FORMS

- The claimant must submit copies of all Trust claim forms submitted by or on behalf of the claimant or Injured Party to Trusts listed in Table B (or the equivalent information as to Trust claims that you filed with Trusts electronically). Alternatively, the claimant may execute the authorization attached as Exhibit 1 for Garlock and Anchor to obtain the claim forms from the Trusts. This requirement applies only to claim forms submitted to one or more Trusts (or the equivalent information as to Trust claims that you filed with Trusts electronically). Although you must provide each complete Trust claim form, you are not required to provide attachments to Trust claim forms submitted in support of Trust claims and, if you choose to execute the authorization, you are not required to authorize Trusts to release attachments to Trust claim forms submitted in support of Trust claims.

If you object to any portion of any question in this Questionnaire, you must indicate your objection and its basis on the form attached as Exhibit 2. **You may not lodge objections by attaching or referring to documents.**

OCCUPATION AND INDUSTRY CODES

INSTRUCTIONS: Use these Occupation and Industry codes when completing **PART 5: ALLEGED EXPOSURE**

Occupation Codes

CODE	OCCUPATION	CODE	OCCUPATION
O-01	Non-occupational / residential / do-it-yourself (DIY)	O-31	Insulator
O-02	Air conditioning and heating installer / maintenance	O-32	Iron worker
O-03	Asbestos miner	O-33	Joiner
O-04	Asbestos plant worker / asbestos manufacturing worker	O-34	Laborer
O-05	Asbestos removal / abatement	O-35	Longshoreman
O-06	Asbestos sprayer / spray gun mechanic	O-36	Machinist / machine operator
O-07	Assembly line / factory / plant worker	O-37	Millwright / mill worker
O-08	Auto mechanic / bodywork / brake repairman	O-38	Mixer / bagger
O-09	Boilermaker	O-39	Non-asbestos miner
O-10	Boiler repairman	O-40	Painter
O-11	Boiler worker / cleaner / inspector / engineer / installer	O-41	Pipefitter
O-12	Building maintenance / building superintendent	O-42	Plasterer
O-13	Brake manufacturer / installer	O-43	Plumber - install / repair
O-14	Brick mason / layer / hod carrier	O-44	Power plant operator
O-15	Burner operator	O-45	Professional (e.g., accountant, architect, physician)
O-16	Carpenter / woodworker / cabinetmaker	O-46	Railroad worker / carman / brakeman / machinist / conductor
O-17	Chipper	O-47	Refinery worker
O-18	Clerical / office worker	O-48	Remover / installer of gaskets
O-19	Construction - general	O-49	Rigger / stevedore / seaman
O-20	Custodian / janitor in office / residential building	O-50	Rubber / tire worker
O-21	Custodian / janitor in plant / manufacturing facility	O-51	Sandblaster
O-22	Electrician / inspector / worker	O-52	Sheet metal worker / sheet metal mechanic
O-23	Engineer	O-53	Shipfitter / shipwright / ship builder
O-24	Firefighter	O-54	Shipyard worker (mainland repair, maintenance)
O-25	Fireman	O-55	Steamfitter
O-26	Flooring installer / tile installer / tile mechanic	O-56	Steelworker
O-27	Foundry worker	O-57	Warehouse worker
O-28	Furnace worker / repairman / installer	O-58	Welder / blacksmith
O-29	Glass worker	O-59	[Intentionally Left Blank]
O-30	Heavy equipment operator (includes truck, forklift, & crane)	O-60	[Intentionally Left Blank]
		O-61	Other (describe)



Naval Occupation Codes

CODE	OCCUPATION	CODE	OCCUPATION
N-1	Boiler technician	N-10	Instrumentman
N-2	Boiler maker	N-11	Molder
N-3	Damage controlman	N-12	Machinist's mate
N-4	Electrician's mate	N-13	Machinery repairman
N-5	Engineman	N-14	Opticalman
N-6	Fireman	N-15	Patternmaker
N-7	Gas turbine system technician	N-16	Pipe fitter
N-8	Hull maintenance technician	N-17	Other (describe)
N-9	Interior communications electrician		

Industry Codes

CODE	INDUSTRY	CODE	INDUSTRY
I-01	Residential / do-it-yourself (DIY)	I-12	Non-asbestos products manufacturing
I-02	Asbestos abatement / removal	I-13	Petrochemical
I-03	Aerospace / aviation	I-14	Railroad
I-04	Asbestos mining	I-15	Shipyard-construction / repair
I-05	Automotive	I-16	Textile
I-06	Chemical	I-17	Tire / rubber
I-07	Construction trades	I-18	U.S. Navy
I-08	Iron / steel	I-19	Utilities
I-09	Longshore	I-20	Asbestos manufacture or milling
I-10	Maritime	I-21	[Intentionally Left Blank]
I-11	Military (other than U.S. Navy)	I-22	Other (describe)
		I-23	Unknown





PART 1: INJURED PARTY INFORMATION (See instructions above for Part 1 for definition of "Injured Party")

Last Name: _____ First Name: _____ Middle Initial: _____ Suffix: _____
Date of Birth (mm/dd/yyyy): ____ / ____ / ____
Social Security Number : ____ - ____ - ____
Foreign Tax ID (if applicable): _____ Estate Tax ID (if applicable): _____
City of Residence: _____ State of Residence: _____ Postal Code: _____
Country (if outside the US): _____

PART 2: RELATED CLAIMANT INFORMATION (if different than INJURED PARTY)

→ See instructions above for Part 2 for definition of "Related Claimant"

Last Name: _____ First Name: _____ Middle Initial: _____ Suffix: _____
Date of Birth (mm/dd/yyyy): ____ / ____ / ____
→ Related Claimant ID is only required if no ID is provided for the Injured Party or related estate
Social Security Number : ____ - ____ - ____ Foreign Tax ID (if applicable): _____
City of Residence: _____ State of Residence: _____ Postal Code: _____
Country (if outside the US): _____

PART 3: RESPONDING LAW FIRM INFORMATION

Name of Firm: _____
Firm Mailing or Street Address: _____
Firm City: _____ Firm State: ____ Zip Code: _____
Phone No.: (____) ____ - ____
Name of Firm Contact: _____
Email Address: _____ @ _____ . _____

PART 4: MESOTHELIOMA DIAGNOSIS INFORMATION

→ **INSTRUCTIONS:** Check all that apply

1. Date of first diagnosis of Mesothelioma: ____ / ____ / ____
2. Name of doctor making first diagnosis (fill in blank): _____
3. Is the Injured Party deceased? ☐ Yes ☐ No
→ If "Yes", Date of Death: ____ / ____ / ____
4. Was autopsy performed? ☐ Yes ☐ No





PART 5A: ALLEGED EXPOSURE TO GARLOCK/ANCHOR PRODUCTS

INSTRUCTIONS: Complete for every site where claimant alleges exposure to Garlock or Anchor product. "Secondary" exposure means alleged exposure through another person who was occupationally exposed (the "primary" exposure); an example is take-home exposure. In the case of secondary exposure, list information for the site where primary exposure occurred and provide the required information regarding the primarily exposed person's exposure.

Use additional pages if more space is required. If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.

ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS (SITE 1)

Type of Exposure:

1

☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: _____
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

____ / ____ / ____

____ / ____ / ____

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

☐ Personally cut asbestos-containing gaskets

☐ Personally cut asbestos-containing packing

9 ☐ Personally removed asbestos-containing gaskets

☐ Personally removed asbestos-containing packing

☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others

☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others

☐ Other (please specify): _____




ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS (SITE 2)

Type of Exposure:

1

☐ Occupational☐ Non-Occupational☐ Bystander☐ Secondary:

provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

____ / ____ / ____

____ / ____ / ____

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

☐ Personally cut asbestos-containing gaskets☐ Personally cut asbestos-containing packing

9

☐ Personally removed asbestos-containing gaskets☐ Personally removed asbestos-containing packing☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Other (please specify): _____


ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS (SITE 3)

Type of Exposure:

1

☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: _____
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

____ / ____ / ____

____ / ____ / ____

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

9

☐ Personally cut asbestos-containing gaskets☐ Personally cut asbestos-containing packing☐ Personally removed asbestos-containing gaskets☐ Personally removed asbestos-containing packing☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others☐ Other (please specify): _____



PART 5B: ALLEGED EXPOSURE TO PRODUCTS OTHER THAN GARLOCK/ANCHOR PRODUCTS

INSTRUCTIONS: Complete for every site where claimant alleges exposure to asbestos products other than Garlock or Anchor products. "Secondary" exposure means alleged exposure through another person who was occupationally exposed (the "primary" exposure); an example is take-home exposure. In the case of secondary exposure, list information for the site where primary exposure occurred and provide the required information regarding the primarily exposed person's exposure.

Use additional pages if more space is required. If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.

ALLEGED ASBESTOS EXPOSURE TO PRODUCTS OR AT LOCATIONS NOT INVOLVING GARLOCK OR ANCHOR (SITE 1)

Type of Exposure:

1

☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: _____
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

City

State

Country

Employer (if applicable)

3

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

4

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

5

Start Date:

End Date:

6

____ / ____ / ____

____ / ____ / ____

Describe the activity that resulted in asbestos exposure:

7





ALLEGED ASBESTOS EXPOSURE TO PRODUCTS OR AT LOCATIONS NOT INVOLVING GARLOCK OR ANCHOR (SITE 2)

Type of Exposure:

1

☐ Occupational☐ Non-Occupational☐ Bystander☐ Secondary:

provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

City

State

Country

Employer (if applicable)

3

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

4

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

5

Start Date:

End Date:

6

____ / ____ / ____

____ / ____ / ____

Describe the activity that resulted in asbestos exposure:

7




ALLEGED ASBESTOS EXPOSURE TO PRODUCTS OR AT LOCATIONS NOT INVOLVING GARLOCK OR ANCHOR (SITE 3)

Type of Exposure:

1

☐ Occupational☐ Non-Occupational☐ Bystander☐ Secondary:

provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

City

State

Country

Employer (if applicable)

3

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

4

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

5

Start Date:

End Date:

6

____ / ____ / ____

____ / ____ / ____

Describe the activity that resulted in asbestos exposure:

7



PART 6A: LITIGATION RELATED TO THE INJURED PARTY (Information about Asbestos Lawsuits Filed)

INSTRUCTIONS: Use additional copies of this page **AND** associated **TABLE A** for **EACH LAWSUIT** related to the Injured Party, whether or not (1) Garlock or Anchor was named as a defendant, or (2) the lawsuit remains pending. Use additional pages if more space is required. If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.

LAWSUIT ## _____ -of - _____

(For example, Lawsuit #1 of 3 related lawsuits. Use additional copies of this page to complete the section separately for each related lawsuit.)

1

What is the capacity of the claimant *(select and fill out for all that apply)*?

☐ Injured Party

☐ Personal Representative/Executor

☐ Dependent Child

☐ Spouse of Injured Party

☐ Wrongful Death Claimant

☐ Other *(please specify)*: _____

State *(list state)*: _____

Federal court?: ☐ Yes ☐ No

What state county/subdivision or federal district court *(fill in the blank)*: _____

Case Number / Docket Number *(fill in the blank)*: _____

Date first filed: _____ / _____ / _____

.....

- Was the claimant's deposition taken?

☐ Yes ☐ No

- Was any product identification witness deposed, including the claimant?

☐ Yes ☐ No

- Was any co-worker deposition taken?

☐ Yes ☐ No

2

Has this lawsuit been resolved either in whole or in part *(excluding Garlock and Anchor)*? ☐ Yes ☐ No

→ If yes: ☐ Whole? ☐ Part?

If the lawsuit has been resolved in whole or in part, excluding Garlock and Anchor, how was it resolved? *(check all that apply)*: ☐ Trial ☐ Settlement

→ If resolved *(excluding Garlock and Anchor)* at least in part by trial

- When was the trial?:

_____ / _____ / _____

- Was there a plaintiff verdict?

☐ Yes ☐ No

- Is the case on appeal?

☐ Yes ☐ No

- Which defendants were found liable? _____



TABLE A

NAMED DEFENDANTS AGAINST WHICH A LAWSUIT FOR ASBESTOS-RELATED PERSONAL INJURIES OR WRONGFUL DEATH HAS BEEN FILED

If you wish to produce documents instead of providing a written response, see “Option to Respond by Producing Documents” on page 2 above, and follow the instructions set forth there.

LAWSUIT ## _____ -of- _____ (fill in appropriate lawsuit ## from PART 6)

RELATED CASE NUMBER _____ (fill in appropriate lawsuit ## from PART 6)

	Named Defendant	Claim Status
1		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
2		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
3		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
4		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
5		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
6		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
7		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
8		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
9		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
10		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
11		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
12		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
13		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
14		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
15		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
16		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
17		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
18		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
19		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
20		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
21		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
22		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
23		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
24		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled
25		<input type="checkbox"/> Pending <input type="checkbox"/> DWOP <input type="checkbox"/> Settled

Note: If more space is required, use additional pages



TABLE B

BANKRUPTCY TRUSTS AGAINST WHICH A CLAIM HAS BEEN FILED
FOR ASBESTOS-RELATED PERSONAL INJURIES OR WRONGFUL DEATH

If you wish to produce documents instead of providing a written response, see "Option to Respond by Producing Documents" on page 2 above, and follow the instructions set forth there.

	Trust Name	Claim Has Been Filed	Claim Status (check both if applicable)
1	A&I Corporation Asbestos Bodily Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
2	A-Best Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
3	AC&S Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
4	Amatex Asbestos Disease Trust Fund	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
5	APG Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
6	API, Inc. Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
7	Armstrong World Industries Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
8	ARTRA 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
9	ASARCO LLC Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
10	Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
11	Bartells Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
12	Brauer 524(g) Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
13	Burns and Roe Asbestos Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
14	C. E. Thurston & Sons Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
15	Celotex Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
16	Combustion Engineering 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
17	Congoleum Plan Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
18	DII Industries, LLC Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
19	Eagle-Picher Industries Personal Injury Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
20	Federal Mogul U.S. Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
21	Forty-Eight Insulations Qualified Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
22	Fuller-Austin Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
23	G-I Asbestos Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
24	H. K. Porter Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
25	Hercules Chemical Company, Inc. Asbestos Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
26	J.T. Thorpe Settlement Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
27	JT Thorpe Company Successor Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
28	Kaiser Asbestos Personal Injury Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
29	Keene Creditors Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid
30	Lummus 524(g) Asbestos PI Trust	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Approved <input type="checkbox"/> Paid

**TABLE C****OTHER ENTITIES AGAINST WHOM A CLAIM FOR ASBESTOS-RELATED PERSONAL INJURIES OR WRONGFUL DEATH HAS BEEN ASSERTED OUTSIDE OF JUDICIAL PROCEEDINGS OR TRUST PROCESSES**

If you wish to produce documents instead of providing a written response, see “Option to Respond by Producing Documents” on page 2 above, and follow the instructions set forth there.

Company or Other Party		Claim Status		
1		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
2		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
3		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
4		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
5		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
6		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
7		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
8		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
9		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
10		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
11		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
12		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
13		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
14		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
15		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
16		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
17		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
18		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
19		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
20		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
21		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
22		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
23		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
24		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled
25		<input type="checkbox"/> Pending	<input type="checkbox"/> DWOP	<input type="checkbox"/> Settled

Note: If more space is required, use additional pages



**PART 7: CLAIM CERTIFICATION**

INSTRUCTIONS: This certification must be signed by either the Injured Party/Related Claimant or by the attorney for such party but need not be signed by both.

→ **If Completed By Claimant:**

I swear, under penalty of perjury, that, to the best of my knowledge, all of the information contained in the foregoing responses to this Mesothelioma Claim Questionnaire is true, accurate and complete as of the date hereof.

Signature: _____

Date: ____ / ____ / ____

Print Name: _____

→ **If Completed By Attorney:**

I acknowledge that by submitting the foregoing responses to this Mesothelioma Claim Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

Signature: _____

Date: ____ / ____ / ____

Print Name: _____

PART 8: TRUST CLAIM FORMS

Attach copies of all Trust claim forms submitted by or on behalf of the claimant or Injured Party to Trusts listed in Table B. Alternatively, the claimant may execute the form attached as Exhibit 1 to authorize a law firm representing Garlock, Anchor, and their co-debtor Garrison Litigation Management Group, Ltd. to obtain from Trusts any claim forms submitted to a Trust by or on behalf of the claimant or Injured Party. This requirement applies only to claim forms submitted to one or more Trusts (or the equivalent information as to trust claims that you filed with trusts electronically). Although you must provide each complete Trust claim form, you are not required to provide attachments to Trust claim forms submitted in support of Trust claims and, if you choose to execute the authorization, you are not required to authorize Trusts to release attachments to Trust claim forms submitted in support of Trust claims.





Exhibit 1: Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records

TO WHOM IT MAY CONCERN:

The Claimant named below hereby authorizes each Trust listed in the attachment hereto to provide a copy of any claim form submitted to such Trust by or on behalf of such Claimant (or the equivalent information as to Trust claims filed with Trusts electronically) to the law firm of Robinson, Bradshaw & Hinson, P.A. ("Robinson Bradshaw") in its capacity as counsel to Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and/or The Anchor Packing Company in their jointly administered chapter 11 cases, docketed as Case No. 10-BK-31607 (Bankr. W.D.N.C.) (the "Bankruptcy Cases").

The Claimant has elected to provide this Authorization pursuant to the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, entered in the Bankruptcy Cases on June ____, 2011 [Dkt. No. ____] (the "Questionnaire Order"). The Claimant expressly reserves his or her right to all of the protections of the Questionnaire Order, including without limitation the restrictions set forth therein on the uses and disclosure of Questionnaire Responses (as defined therein). Except for the limited disclosure permitted by this Authorization, the Claimant does not waive, but expressly asserts, his or her rights under any confidentiality provisions applicable under the bankruptcy plan of reorganization, Trust agreement, or Trust distribution procedures under which any given Trust was created or operates.

This Authorization does not permit any Trust to release any information whatsoever, other than a copy of any claim form submitted to any of the listed Trusts by or on behalf of the Claimant (or the equivalent information as to Trust claims filed with Trusts electronically). The Authorization does not extend to attachments to Trust claim forms submitted in support of Trust claims (such as affidavits, deposition transcripts, invoices, or the like). Without limiting the generality of the foregoing two sentences, the Authorization does not permit any Trust to release information concerning the status of any claim, settlement of any claim, or payment of any claim.

This Authorization expires on July 31, 2012.

Name of Claimant: _____

Social Security No.: ____ - ____ - ____

Signature of Claimant or attorney authorized to execute this document for Claimant: _____

Name of signing attorney, if applicable: _____

Date: ____ / ____ / ____

Attachment: List of Asbestos Settlement Trusts





Attachment to Exhibit 1: List of Trusts Referenced in Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records

TRUSTS	
A&I Corporation Asbestos Bodily Injury Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
A-Best Asbestos Settlement Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
AC&S Asbestos Settlement Trust	PLI Disbursement Trust
Amatex Asbestos Disease Trust Fund	Plibrico Asbestos Trust
APG Asbestos Trust	Porter Hayden Bodily Injury Trust
API, Inc. Asbestos Settlement Trust	Raytech Corporation Asbestos Personal Injury Settlement Trust
Armstrong World Industries Asbestos Personal Injury Settlement Trust	Rock Wool Mfg Company Asbestos Trust
ARTRA 524(g) Asbestos Trust	Rutland Fire Clay Company Asbestos Trust
ASARCO LLC Asbestos Personal Injury Settlement Trust	Shook & Fletcher Asbestos Settlement Trust
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	Skinner Engine Co. Asbestos Trust
Bartells Asbestos Settlement Trust	Stone and Webster Asbestos Trust
Brauer 524(g) Asbestos Trust	Swan Asbestos and Silica Settlement Trust
Burns and Roe Asbestos Personal Injury Settlement Trust	T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
C. E. Thurston & Sons Asbestos Trust	Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
Celotex Asbestos Settlement Trust	United States Gypsum Asbestos Personal Injury Settlement Trust
Combustion Engineering 524(g) Asbestos PI Trust	United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
Congoleum Plan Trust	United States Mineral Products Company Asbestos Personal Injury Settlement Trust
DII Industries, LLC Asbestos PI Trust	UNR Asbestos-Disease Claims Trust
Eagle-Picher Industries Personal Injury Settlement Trust	Utex Industries, Inc. Successor Trust
Forty-Eight Insulations Qualified Settlement Trust	Wallace & Gale Company Asbestos Settlement Trust
Fuller-Austin Asbestos Settlement Trust	Western MacArthur-Western Asbestos Trust
G-I Asbestos Settlement Trust	
H. K. Porter Asbestos Trust	
Hercules Chemical Company, Inc. Asbestos Trust	
J.T. Thorpe Settlement Trust	
JT Thorpe Company Successor Trust	
Kaiser Asbestos Personal Injury Trust	
Keene Creditors Trust	
Lummus 524(g) Asbestos PI Trust	
Lykes Tort Claims Trust	
M. H. Detrick Company Asbestos Trust	
Manville Personal Injury Settlement Trust	
Muralo Trust	
NGC Bodily Injury Trust	





	PART	QUESTION	BASIS FOR OBJECTION
1			
2			
3			
4			
5			
6			
7			
8			
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10			
11			
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13			
14			
15			





Exhibit 3: Order Authorizing Issuance of Questionnaire and Governing Disclosure and Use of Information Provided in Response to the Questionnaire





COPY OF PART 5A: ALLEGED EXPOSURE TO GARLOCK/ANCHOR PRODUCTS

Additional Site Number: _____

ALLEGED ASBESTOS EXPOSURE TO GARLOCK OR ANCHOR PRODUCTS

Type of Exposure:

1 ☐ Occupational ☐ Non-Occupational ☐ Bystander ☐ Secondary: _____
provide relationship to occupationally exposed person

Site Name (i.e. name of plant, refinery, etc.):

2

Unions of which Injured Party (or occupationally exposed person) was a member during employment:

3

City

State

Country

Employer (if applicable)

4

Occupation Code : O- or N- (if Industry is U.S. Navy; you may respond by attaching service records) (see codes on page 4; if "Other," describe)

5

Industry Code : I- (see codes on pages 3 and 4; if "Other," describe)

6

Start Date:

End Date:

7

____ / ____ / ____

____ / ____ / ____

List Garlock and Anchor asbestos-containing products to which the Injured Party was allegedly exposed at this site

8

Please indicate the nature of the Injured Party's (or occupationally exposed person's) alleged exposure to asbestos from Garlock or Anchor products at this site (check all that apply):

☐ Personally cut asbestos-containing gaskets

☐ Personally cut asbestos-containing packing

9 ☐ Personally removed asbestos-containing gaskets

☐ Personally removed asbestos-containing packing

☐ Worked at a site where Garlock or Anchor asbestos-containing products were cut or removed by others

☐ Worked in or around areas where Garlock or Anchor asbestos-containing products were cut or removed by others

☐ Other (please specify): _____



**EXHIBIT B.1 TO ORDER AUTHORIZING THE DEBTORS TO ISSUE
QUESTIONNAIRE TO HOLDERS OF MESOTHELIOMA CLAIMS AND GOVERNING
THE CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 5.j. of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above-referenced Order Authorizing the Debtors to Issue Questionnaire to Holders of Mesothelioma Claims and Governing the Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order.

I have read the Questionnaire Order on behalf of Employer as part of performing its duties to _____ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Questionnaire Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access Questionnaire Responses, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Questionnaire Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for

any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 16 of the Questionnaire Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turnover Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

**EXHIBIT B.2 TO ORDER AUTHORIZING THE DEBTORS TO ISSUE
QUESTIONNAIRE TO HOLDERS OF MESOTHELIOMA CLAIMS AND GOVERNING
THE CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 5.j. of the above-referenced Order (for example, a self-employed expert or a witness).*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced Order Authorizing the Debtors to Issue Questionnaire to Holders of Mesothelioma Claims and Governing the Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Questionnaire Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.


Pursuant to paragraph 16 of the Questionnaire Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

By: _____
Print Name: _____
Title: _____
Address: _____
Dated: _____

EXHIBIT F




George R. Hodges
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES
LLC, et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER AUTHORIZING DEBTORS TO ISSUE
SUPPLEMENTAL EXPOSURE QUESTIONNAIRE AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

This matter came before the Court on the Motion of Debtors for Supplemental Exposure Questionnaire (Docket No. 2130) (hereinafter, the “**Motion**”). Based upon a review of the Motion, the submissions of the parties, the evidence presented, and the arguments of counsel, the Court concludes that Debtors should be permitted to take discovery from certain pending mesothelioma claimants through the mechanism of a supplemental questionnaire for use in estimating Debtors’ aggregate liability for asbestos-related personal injury and wrongful death claims pursuant to the Order for Estimation of Mesothelioma Claims (Docket No. 2102) (the

¹ The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company (hereinafter “Garlock” or “Debtors”).

“**Estimation Proceeding**”), subject to the terms and conditions of this Order, and hereby
ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.
2. The Motion is GRANTED on the terms and conditions set forth in this Order.
3. The Supplemental Exposure Questionnaire attached to this Order as **Exhibit A** and incorporated herein by reference is approved.
4. The persons listed on **Exhibit B** to this Order (for purposes of this Order, “Exposure Sample Claimants”) are required to complete and return the Supplemental Exposure Questionnaire, pursuant to the deadlines set forth below.
5. The following deadlines and requirements shall apply:
 - a. On or before June 29, 2012, Debtors shall serve individually marked copies of the Supplemental Exposure Questionnaire, via direct U.S. mail, on counsel of record for all Exposure Sample Claimants. The Supplemental Exposure Questionnaires shall contain the claimant’s Rust ID number for purposes of linking the response to any previous response to the Questionnaire, and claimants shall use the individually marked copies to make their response. Responses to the Supplemental Exposure Questionnaire are referred to below as “Questionnaire Responses.”
 - b. Exposure Sample Claimants shall submit their responses to the Supplemental Exposure Questionnaire to the Debtors in paper form, postmarked no later than July 31, 2012, addressed to Richard Worf, Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC, 28246.

- c. Debtors shall make all Questionnaire Responses available promptly in electronic format to counsel for the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) and the Future Claimants’ Representative (the “FCR”) (together with the Debtors, the “Estimation Parties”).
- d. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Estimation Parties; (ii) any entity that becomes a party to the Estimation Proceeding by way of intervention pursuant to an order of the Bankruptcy Court (each, an “**Intervenor**”); (iii) any party in interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 18 of this Order; (iv) any law firm rendering legal services with respect to the Estimation Proceeding to any person described in the preceding parts (i) through (iii) of this paragraph 5.d., and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; (v) any Estimation Party or Intervenor’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party or Intervenor in connection with the Estimation Proceeding; (vi) any person who testifies at a deposition or hearing in connection with the Estimation Proceeding, and for whose examination or cross-examination reference to a Questionnaire Response is relevant; (vii) third-party service companies providing outside photocopying, graphic production services, or litigation support services in connection with the Estimation Proceeding; (viii) the Court, including secretaries, judicial assistants, law clerks, and other clerical

staff; and (ix) court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Estimation Proceeding; *provided, however*, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 5.e. immediately below.

- e. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 5.d. above, every entity described in subparts (ii) through (vii) of paragraph 5.d. shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit C.1 or Exhibit C.2. Exhibit C.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit C.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 5.d. above in their individual capacities, rather than as employees, agents, or representatives of a firm.

- f. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Estimation Parties under this Order. Any Intervenor, and any party in interest who obtains such relief on motion pursuant to paragraph 18 of this Order, shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.
 - g. Exposure Sample Claimants must indicate any objections, including their bases, on the form attached as Exhibit 1 to the Supplemental Exposure Questionnaire.
6. When the Debtors serve the Supplemental Exposure Questionnaire, a copy of this Order shall be attached to the Questionnaire as an exhibit thereto.
7. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding claimants. Debtors' objections to such treatment are overruled. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.
8. Claimants, Estimation Parties, and Intervenors shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.
9. As a precautionary measure, but not as a precondition to protection, counsel for the Debtors shall stamp Questionnaire Responses with the following legend:

"CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER."
10. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe

from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Questionnaire Responses occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties and any Intervenor, as well as any claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

11. Neither Questionnaire Responses, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose other than the Estimation Proceeding.

12. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

13. To the extent Questionnaire Responses are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

14. Nothing in this Order shall restrict any person’s right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 15 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

15. In the event that, in the course of the Estimation Proceeding, any Estimation Party or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Questionnaire Responses; and (iii) such Estimation Party or Intervenor has first utilized its best efforts to maintain the confidentiality of the Questionnaire Responses, including by seeking an order, on notice to all other Estimation Parties and Intervenors and to the Exposure Sample Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party or Intervenor may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from

Questionnaire Responses if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Exposure Sample Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Exposure Sample Claimant.

16. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Response, in whole or in part, to a third party (a “**Third-Party Discovery Demand**”), including a governmental or other regulatory body, such entity (a “**Discovery Target**”) shall provide prompt written notice of any such request or requirement to the claimant or claimants who provided the information requested, with copies to the Estimation Parties and any Intervenor, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, each of the Estimation Parties, and any Intervenor of the right to seek such an order or remedy, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced or disclosed pursuant to such an order, including, without limitation, by cooperating with any

Exposure Sample Claimant, Estimation Party, or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

17. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Exposure Sample Claimants, for the Estimation Parties, or for Intervenor of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding); and *provided further* that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

18. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, any Intervenor, and Exposure Sample Claimants determined by prior order of the Bankruptcy Court to be potentially affected by the relief sought. The movant shall bear the burden of showing good cause for the

requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Supplemental Exposure Questionnaire on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) the Questionnaire constitutes a hybrid form of discovery not contemplated by the usual rules of discovery under the Federal Rules of Civil Procedure and therefore not available in ordinary civil litigation; (iii) the Court has authorized the Supplemental Exposure Questionnaire on the basis that it may be helpful and efficient for purposes of the Estimation Proceeding; (iv) claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Questionnaire Responses; (v) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (vi) among the intended benefits of estimating the Debtors' asbestos-related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

19. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

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 A

Garlock Sealing Technologies LLC Supplemental Exposure Questionnaire

<<FIRM_NAME>>
<<ATTORNEY>>
<<ADDRESS_1>>
<<CITY>> <<STATE>> <<ZIPCODE>>

<<CLAIMANT_NAME>>
<<RUST_ID>>

MAILING SUMMARY

MAIL DATE: <<MAIL_DATE>>
DUE DATE: July 31, 2012
MAILED TO: <<ATTY_NAME>>
CLAIMANT: <<CLAIMANT_NAME>>

If the pre-printed address above is incorrect or out of date, OR there is no pre-printed data, provide your name and current address:

Firm Name: _____
Address: _____
City: _____ State: ____ Zip Code: _____

PURPOSE OF SUPPLEMENTAL EXPOSURE QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Garlock Sealing Technologies LLC ("**Garlock**") to issue this Supplemental Exposure Questionnaire to certain persons who have alleged that such person or another individual contracted mesothelioma as a result of use of and/or exposure to an asbestos containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock.

The Debtors are pursuing reorganization in jointly administered Chapter 11 cases in the Bankruptcy Court, referred to as *In re Garlock Sealing Technologies LLC, et al.*, Case No. 10-31607 (Bankr. W.D.N.C.). The Bankruptcy Court has granted the Debtors' application to issue this Supplemental Exposure Questionnaire for purposes of estimating their aggregate liability for asbestos-related personal injury and wrongful death claims. The estimation is a contested matter in which the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants' Representative are parties adverse to the Debtors.

The purpose of this Supplemental Exposure Questionnaire is to obtain information pertaining to certain additional topics not covered by the Questionnaire (the "Initial Questionnaire") you previously received pursuant to the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, dated June 21, 2011 (Docket No. 1390).

A copy of the Order Authorizing Debtors to Issue Supplemental Exposure Questionnaire and Governing the Confidentiality and Use of Information Provided in Responses (Docket No. _____) (the "Order") is attached hereto as **Ex. 1**. If your name is on **Exhibit B** to the Order you are required to provide a true and complete response to this Supplemental Exposure Questionnaire, sign the certification, and return it to the address below postmarked no later than **July 31, 2012**.

WHERE TO SEND YOUR SUPPLEMENTAL EXPOSURE QUESTIONNAIRE

If you are subject to the Order, you must return a true and complete response to this Supplemental Exposure Questionnaire, in paper form and with all required attachments, postmarked no later than July 31, 2012 to the following address:

Richard C. Worf
Robinson, Bradshaw & Hinson, P.A.
101 N. Tryon St., Suite 1900
Charlotte, NC 28246
(704) 377-8135

INSTRUCTIONS

The purpose of this Supplemental Exposure Questionnaire is to quantify your alleged exposure to asbestos from contact with Garlock products and your cumulative lifetime exposure to asbestos from all other sources. It consists of a request for production of documents, and a series of questions about your asbestos exposure.

In **Part 1**, provide identifying information for the Injured Party for whom the mesothelioma claim against Garlock has been made. The purpose of Part 1 is to identify your response and permit the parties to match your response to your response to the Initial Questionnaire.

In **Part 2**, answer the questions in the Supplemental Exposure Questionnaire. If you can respond fully and completely to all parts of Question 1 (requesting quantification by a scientist in fiber/cc-years and explaining the scientist's methodology for reaching that answer), you do not need to respond to Question 2. If you cannot respond fully and completely to all parts of Question 1, proceed to Question 2. Question 2 asks various questions concerning how you encountered asbestos products.

Part 3 requires you to attach certain documents from any litigation seeking compensation as a result of the mesothelioma of the alleged Injured Party. To the extent not already provided in response to the Initial Questionnaire, provide a copy of all depositions taken, discovery you or your attorney has answered on your behalf, and all expert reports produced by any party, including you, in any proceeding seeking compensation as a result of the mesothelioma of the alleged Injured Party.

Finally, execute the certification in **Part 4**. Either the claimant or the claimant's attorney must sign the appropriate certification.

Definitions:

For purposes of this Supplemental Exposure Questionnaire:

"Injured Party" means the alleged injured party whose alleged contact with Garlock products is the basis for the claim asserted in this proceeding.

"Asbestos Source" means any product, raw material, or other substance from which asbestos exposure occurred or is alleged to have occurred.

“Exposure Scientist” means a person with expertise in estimating cumulative exposure to asbestos.

If you object to any portion of any question in this Supplemental Exposure Questionnaire, you must indicate your objection and its basis on the form attached as Exhibit 1.

PART 1: INJURED PARTY INFORMATION

Last Name:

First Name:

Middle Initial:

Social Security Number:

PART 2: EXPOSURE QUESTIONS

INSTRUCTIONS: Begin with Question 1. If you can respond fully and completely to all parts of Question 1, proceed to Part 3. If you cannot respond fully and completely to all parts of Question 1, proceed to Question 2.

QUESTION 1

a. Has the claimant engaged an Exposure Scientist to quantify the Injured Party's lifetime asbestos exposure? (Yes/No) _____

If the answer to subpart (a) is "yes," proceed to subparts (b) through (f). If "no," proceed to Question 2.

b. What is the Exposure Scientist's estimation of the Injured Party's total fiber/cc-years of exposure from all Asbestos Sources? In answering this question, you must include all Asbestos Sources, not merely the sources which can be identified by the name brand or manufacturer of the specific products.

c. What is the Exposure Scientist's estimation of the Injured Party's total fiber/cc-years of exposure that originated from asbestos in Garlock products?

d. What methodology did the Exposure Scientist use to compute the Injured Party's fiber/cc-years of exposure?

e. What data was provided to the Exposure Scientist which he or she used to estimate the Injured Party's exposures?

f. If the estimation is supported by the written report of the Exposure Scientist, provide a copy of that report with your answers to these questions.

QUESTION 2

INSTRUCTIONS: Answer Question 2 only if you cannot respond fully and completely to all parts of Question 1.

To answer Question 2, first complete **Table 1** for *each* job site where the Injured Party was exposed to asbestos. If the Injured Party had more than five such job sites, you may list only the five job sites where the Injured Party spent the most cumulative time.

Then, complete a separate **Table 2** for *each* job title the Injured Party had at every job site for which you complete Table 1 and *each* Asbestos Source to which the Injured Party was exposed at that site while the Injured Party held that job title.

For example, if the Injured Party worked at Site 1, had Job Titles X and Y, and was exposed to Asbestos Source A during Job Title X and Asbestos Sources B and C during Job Title Y, you would complete Table 1 for Site 1, and three copies of Table 2: one for Job Title X/Asbestos Source A, one for Job Title Y/Asbestos Source B; and one for Job Title Y/Asbestos Source C.

Make additional copies of Tables 1 and 2 as needed.

Table 1. Complete Table 1 for each Job Site where the Injured Party was exposed to asbestos. If the Injured Party held more than two Job Titles at a Job Site, complete only for the two Job Titles where the Injured Party spent the most cumulative time. Make additional copies of Table 1 as necessary.

Job Site # ____ of ____.

Site Name: _____

Site Address: _____

Name of Employer: _____

Job Title 1: _____

Beginning date for Job Title 1: _____

End date for Job Title 1: _____

Job Duties (include all job duties, regardless of whether Injured Party was exposed to asbestos during such duties):

Percentage of Time Spent Outdoors and Indoors While Holding Job Title 1:

Outdoors: _____ Indoors: _____

Job Title 2: _____

Beginning date for Job Title 2: _____

End date for Job Title 2: _____

Job Duties (include all job duties, regardless of whether Injured Party was exposed to asbestos during such duties):

Percentage of Time Spent Outdoors and Indoors While Holding Job Title 2:

Outdoors: _____ Indoors: _____

<p>Table 2. Complete for each Asbestos Source to which the Injured Party was exposed while holding each Job Title at each Job Site. Make additional copies of Table 2 as necessary.</p>
<p>Job Site # ____ of ____, Job Title # ____ of ____, Asbestos Source # ____ of ____.</p>
<p>a. Nature of Asbestos Source. <i>Examples of Asbestos Sources include asbestos pipe-covering, block insulation, blankets, felt, raw asbestos, fireproofing, joint compound, gaskets, packing, brakes, and cement.</i></p> <p>_____</p>
<p>b. Was the Injured Party exposed to this Asbestos Source during his entire tenure? (yes/no) _____</p> <p>If no: Start Date: _____</p> <p>End Date: _____</p>
<p>c. What activity was being conducted on or with the Asbestos Source? <i>Examples of activities include installing, mixing, sanding, cutting, and pouring. Provide the nature of the activity performed on the Asbestos Source regardless of whether the Injured Party was performing the activity.</i></p> <p>_____</p>
<p>d. If known, what was the product name, manufacturer, and seller of each product constituting a portion of that type of Asbestos Source, and the relative percentage that each product constituted of the Injured Party's total exposure to products of that type (i.e., Johns-Manville 30%, Pittsburgh Corning 70%)?</p> <p>_____</p>
<p>e. Did the Injured Party work directly (hands-on) with the Asbestos Source? If so, provide the task or job duty the Injured Party was performing while doing so and the specific activity being conducted on or with the asbestos-containing product constituting the Asbestos Source.</p> <p>_____</p>

f. Did the Injured Party have indirect or bystander contact with the Asbestos Source through work around the Asbestos Source that did not include hands-on work with the product? If so, provide the task or job duty the Injured Party was performing while doing so, and the typical distance the Injured Party worked from the Asbestos Source.

g. If the Injured Party worked both directly with and indirectly (or as a bystander) around the Asbestos Source, state the percentage of time the contact with the Asbestos Source was direct as opposed to indirect (bystander).

h. How many days per year did the Injured Party work with or around the Asbestos Source?

i. How many times during a typical day did the Injured Party perform the task or job duty that resulted in contact with the Asbestos Source? If applicable, you may state that the contact was continuous throughout a typical day on which it occurred. *For example, if a pipefitter used a hammer to remove insulation from a pipe flange, and typically worked on two flanges on a day when he did that work, the answer would be "two." If a laborer was doing insulation tear out, and typically did so all day on the days assigned, the answer would be "continuous."*

j. If contact with an Asbestos Source was not continuous throughout the day, state the typical duration of the task or job duty resulting in contact (whether direct or indirect) with the Asbestos Source. *For example, if the Injured Party typically repaired brakes three times a day on a day when he was assigned brake repair, and did so on average for 40 minutes each time, the answer would be 40 minutes, not 120.*

k. If respiratory protection was used by the Injured Party during any portion of contact with an Asbestos Source, state (a) the kind of respiratory protection used, (b) the frequency with which respiratory protection was used (expressed as a percentage of the number of times the Injured Party performed the task or job duty), (c) a description of the portion of the task or job duty during which it was used, and (d) the percentage of the task or job duty constituted of the typical duration of that overall task or job duty. *Examples of respiratory protection include full-face respirator, half-face respirator, dust mask.*

l. If other controls were used or in place during any portion of contact with the Asbestos Source, state (a) the kind of controls, (b) the frequency with which the controls were used (expressed as a percentage of the number of times the Injured Party performed the task or job duty), (c) a description of the portion of the task or job duty during which the controls were used, and (d) the percentage that portion of the task or job duty constituted of the typical duration of that overall task or job duty. *Examples of controls include local exhaust ventilation, wet methods, etc.*

m. If you claim an Asbestos Source was asbestos-containing gaskets or packing, state (a) the names of the manufacturers or brands of all gaskets or packing used, and (b) the relative percentage of each that was used. If one or more manufacturers or brands are unknown, state for that manufacturer or brand "unknown."

n. If you claim an Asbestos Source was asbestos-containing gaskets or packing, state the number of asbestos-containing gaskets or packing the Injured Party cut or removed during a typical year when that activity was performed.

o. If you claim an Asbestos Source was asbestos-containing gaskets or packing, (a) describe the fluids or media transported in the pipes or through the equipment in which the products were used, (b) specify by manufacturer or product name the gaskets or packing used with each fluid or media, and (c) state the percentage of the gaskets or packing that each manufacturer's products constituted of the gaskets or packing used for each fluid or media.

PART 3: PRODUCTION OF DOCUMENTS

Attach copies of the following documents from any litigation seeking compensation as a result of the mesothelioma of the alleged Injured Party:

- a. All depositions taken
- b. All discovery you or your attorney have answered on your behalf
- c. All expert reports produced by any party, including you.

PART 4: CERTIFICATION

INSTRUCTIONS: This certification must be signed by either the claimant or the claimant's attorney but need not be signed by both.

If Completed By Claimant:

I swear, under penalty of perjury, that, to the best of my knowledge, all of the information contained in this Supplemental Exposure Questionnaire is true, accurate and complete as of the date hereof.

Signature

Date

Print Name

If Completed By Attorney:

I acknowledge that by submitting the foregoing responses to this Supplemental Exposure Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

Signature

Date

Print Name

Exhibit 1: Objections

Part	Question	Basis for Objection

EXHIBIT C

**EXHIBIT C.1 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL
EXPOSURE QUESTIONNAIRE AND GOVERNING CONFIDENTIALITY OF
INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 5.e. of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above- referenced Order Authorizing Debtors to Issue Supplemental Exposure Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order.

I have read the Questionnaire Order on behalf of Employer as part of performing its duties to _____ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Questionnaire Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access to Questionnaire Responses, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Questionnaire Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 17 of the Questionnaire Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

**EXHIBIT C.2 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL
EXPOSURE QUESTIONNAIRE AND GOVERNING CONFIDENTIALITY OF
INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 5.e. of the above-referenced Order (for example, a self-employed expert or a witness).*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced Order Authorizing Debtors to Issue Supplemental Exposure Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Questionnaire Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 17 of the Questionnaire Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.


I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

By: _____
Print Name: _____
Title: _____
Address: _____

Dated: _____

EXHIBIT G




George R. Hodges
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES
LLC, et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL
SETTLEMENT PAYMENT QUESTIONNAIRE AND GOVERNING THE
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

This matter came before the Court on Debtors' Motion for Supplemental Settlement Payment Questionnaire (Docket No. 2132) (hereinafter, the "**Motion**"). Based upon a review of the Motion, the submissions of the parties, the evidence presented, and the arguments of counsel, the Court concludes that Debtors should be permitted to take settlement payment discovery from certain pending mesothelioma claimants through the mechanism of a supplemental questionnaire for use in estimating Debtors' aggregate liability for asbestos-related personal injury and wrongful death claims pursuant to the Order for Estimation of Mesothelioma Claims (Docket

¹ The debtors in these jointly administered cases are Garlock Sealing Technologies LLC; Garrison Litigation Management Group, Ltd.; and The Anchor Packing Company (hereinafter "Garlock" or "Debtors").

No. 2102) (the “**Estimation Proceeding**”), subject to the terms and conditions of this Order, and hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.
2. The Motion is GRANTED on the terms and conditions set forth in this Order.
3. The Supplemental Settlement Payment Questionnaire attached to this Order as **Exhibit A** and incorporated herein by reference is approved.
4. The persons listed on **Exhibit B** to this Order (for purposes of this Order, “Sample Claimants”) are required to complete and return the Supplemental Settlement Payment Questionnaire, pursuant to the deadlines set forth below.
5. The following deadlines and requirements shall apply:
 - a. On or before June 29, 2012, Debtors shall serve individually marked copies of the Supplemental Settlement Payment Questionnaire, via direct U.S. mail, on counsel of record for all Sample Claimants. The Supplemental Settlement Payment Questionnaires shall contain the claimant’s Rust ID number for purposes of linking the response to any previous response to the Questionnaire, and claimants shall use the individually marked copies to make their response. Responses to the Supplemental Settlement Payment Questionnaire are referred to below as “Questionnaire Responses.”
 - b. Sample Claimants shall submit their responses to the Supplemental Settlement Payment Questionnaire to the Debtors in paper form, postmarked no later than July 31, 2012, addressed to Richard Worf, Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC, 28246.

- c. Debtors shall make all Questionnaire Responses available promptly in electronic format to counsel for the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) and the Future Claimants’ Representative (the “FCR”) (together with the Debtors, the “Estimation Parties”).
- d. No Questionnaire Responses shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) the Estimation Parties; (ii) any entity that becomes a party to the Estimation Proceeding by way of intervention pursuant to an order of the Bankruptcy Court (each, an “**Intervenor**”); (iii) any party in interest who obtains a right of access to Questionnaire Responses by an order issued pursuant to paragraph 18 of this Order; (iv) any law firm rendering legal services with respect to the Estimation Proceeding to any person described in the preceding parts (i) through (iii) of this paragraph 5.d., and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; (v) any Estimation Party or Intervenor’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party or Intervenor in connection with the Estimation Proceeding; (vi) any person who testifies at a deposition or hearing in connection with the Estimation Proceeding, and for whose examination or cross-examination reference to a Questionnaire Response is relevant; (vii) third-party service companies providing outside photocopying, graphic production services, or litigation support services in connection with the Estimation Proceeding; (viii) the Court, including secretaries, judicial assistants, law clerks, and other clerical

staff; and (ix) court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Estimation Proceeding; *provided, however*, that the right of access to Questionnaire Responses hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 5.e. immediately below.

- e. Any person exercising a right of access to Questionnaire Responses granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Questionnaire Responses conferred by paragraph 5.d. above, every entity described in subparts (ii) through (vii) of paragraph 5.d. shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit C.1 or Exhibit C.2. Exhibit C.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Questionnaire Responses in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit C.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Questionnaire Responses under paragraph 5.d. above in their individual capacities, rather than as employees, agents, or representatives of a firm.

- f. Any Intervenor shall be deemed subject to all of the obligations and restrictions applicable to the Estimation Parties under this Order. Any Intervenor, and any party in interest who obtains such relief on motion pursuant to paragraph 18 of this Order, shall have access to the Questionnaire Responses only to the extent specified by the Bankruptcy Court and subject to such terms and conditions as the Bankruptcy Court may impose by further order.
 - g. Sample Claimants must indicate any objections, including their bases, on the form attached as Exhibit 1 to the Supplemental Settlement Payment Questionnaire.
6. When the Debtors serve the Supplemental Settlement Payment Questionnaire, a copy of this Order shall be attached to the Questionnaire as an exhibit thereto.
7. Questionnaire Responses shall be confidential and treated as such without need of any special designation by or on behalf of the responding claimants. Any entity granted access to Questionnaire Responses as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.
8. Claimants, Estimation Parties, and Intervenors shall have standing to enforce the protections afforded to Questionnaire Responses by this Order.
9. As a precautionary measure, but not as a precondition to protection, counsel for the Debtors shall stamp Questionnaire Responses with the following legend:
“CONFIDENTIAL—SUBJECT TO PROTECTIVE ORDER.”
10. Any entity that receives access to Questionnaire Responses as provided in this Order shall provide for physical, managerial and electronic security thereof such that Questionnaire Responses are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any

unauthorized breach of the confidentiality of Questionnaire Responses occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties and any Intervenor, as well as any claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

11. Neither Questionnaire Responses, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose other than the Estimation Proceeding.

12. Neither Questionnaire Responses nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

13. To the extent Questionnaire Responses are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Questionnaire Responses maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Questionnaire Responses themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Questionnaire Responses themselves.

14. Nothing in this Order shall restrict any person’s right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 15 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Questionnaire Responses.

15. In the event that, in the course of the Estimation Proceeding, any Estimation Party or Intervenor intends to offer into evidence or otherwise use Questionnaire Responses in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party or Intervenor may not divulge Questionnaire Responses except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Questionnaire Responses; and (iii) such Estimation Party or Intervenor has first utilized its best efforts to maintain the confidentiality of the Questionnaire Responses, including by seeking an order, on notice to all other Estimation Parties and Intervenors and to the Sample Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order. Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party or Intervenor may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from

Questionnaire Responses if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Sample Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party or Intervenor from using or referring to Questionnaire Responses in such expert's report, or testifying concerning Questionnaire Responses, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Sample Claimant.

16. In the event that an entity granted access to Questionnaire Responses pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Questionnaire Response, in whole or in part, to a third party (a “**Third-Party Discovery Demand**”), including a governmental or other regulatory body, such entity (a “**Discovery Target**”) shall provide prompt written notice of any such request or requirement to the claimant or claimants who provided the information requested, with copies to the Estimation Parties and any Intervenor, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, each of the Estimation Parties, and any Intervenor of the right to seek such an order or remedy, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Questionnaire Responses produced or disclosed pursuant to such an order, including, without limitation, by cooperating with any

Sample Claimant, Estimation Party, or Intervenor who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Questionnaire Responses.

17. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Questionnaire Responses shall destroy such Questionnaire Responses, including all copies thereof, in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Sample Claimants, for the Estimation Parties, or for Intervenor of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding); and *provided further* that the obligations of this paragraph may be superseded and rendered inoperative if and to the extent that a confirmed Plan specifically authorizes a particular entity to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

18. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, any Intervenor, and Sample Claimants determined by prior order of the Bankruptcy Court to be potentially affected by the relief sought. The movant shall bear the burden of showing good cause for the requested relief.

In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Supplemental Settlement Payment Questionnaire on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) the Questionnaire constitutes a hybrid form of discovery not contemplated by the usual rules of discovery under the Federal Rules of Civil Procedure and therefore not available in ordinary civil litigation; (iii) the Court has authorized the Supplemental Settlement Payment Questionnaire on the basis that it may be helpful and efficient for purposes of the Estimation Proceeding; (iv) claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Questionnaire Responses; (v) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (vi) among the intended benefits of estimating the Debtors' asbestos-related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

19. This Court shall retain jurisdiction to interpret, apply, and enforce this Order to the full extent permitted by law.

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 A

Garlock Sealing Technologies LLC Supplemental Settlement Payment Questionnaire

<<FIRM_NAME>>
<<ATTORNEY>>
<<ADDRESS_1>>
<<CITY>> <<STATE>> <<ZIPCODE>>

<<CLAIMANT_NAME>>
<<RUST_ID>>

MAILING SUMMARY

MAIL DATE: <<MAIL_DATE>>
DUE DATE: July 31, 2012
MAILED TO: <<ATTY_NAME>>
CLAIMANT: <<CLAIMANT_NAME>>

If the pre-printed address above is incorrect or out of date, OR there is no pre-printed data, provide your name and current address:

Firm Name: _____
Address: _____
City: _____ State: ____ Zip Code: _____

PURPOSE OF SUPPLEMENTAL SETTLEMENT PAYMENT QUESTIONNAIRE

The U.S. Bankruptcy Court for the Western District of North Carolina has authorized Garlock Sealing Technologies LLC ("**Garlock**") to issue this Supplemental Settlement Payment Questionnaire to certain persons who have alleged that such person or another individual contracted mesothelioma as a result of use of and/or exposure to an asbestos containing product manufactured and/or sold and/or placed into the stream of commerce by Garlock.

The Debtors are pursuing reorganization in jointly administered Chapter 11 cases in the Bankruptcy Court, referred to as *In re Garlock Sealing Technologies LLC, et al.*, Case No. 10-31607 (Bankr. W.D.N.C.). The Bankruptcy Court has granted the Debtors' application to issue this Supplemental Settlement Payment Questionnaire for purposes of estimating their aggregate liability for asbestos-related personal injury and wrongful death claims. The estimation is a contested matter in which the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants' Representative are parties adverse to the Debtors.

The purpose of this Supplemental Settlement Payment Questionnaire is to obtain information pertaining to aggregate payments received from Trust and non-Trust sources on account of the Injured Party's mesothelioma. It supplements the Questionnaire (the "Initial Questionnaire") you previously received pursuant to the Order Authorizing the Debtors to Issue Questionnaire to Holders of Pending Mesothelioma Claims and Governing the Confidentiality and Use of Information Provided in Responses, dated June 21, 2011 (Docket No. 1390).

A copy of the Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing the Confidentiality and Use of Information Provided in Responses (Docket No. _____) (the "Order") is attached hereto as **Ex. 1**. If your name is on **Exhibit B** to the Order you are required to provide a true and complete response to this Supplemental Settlement Payment Questionnaire, sign the certification, and return it to the address below postmarked no later than **July 31, 2012**.

WHERE TO SEND YOUR SUPPLEMENTAL SETTLEMENT PAYMENT QUESTIONNAIRE

If you are subject to the Order, you must return a true and complete response to this Supplemental Settlement Payment Questionnaire, in paper form and with all required attachments, postmarked no later than July 31, 2012 to the following address:

Richard C. Worf
Robinson, Bradshaw & Hinson, P.A.
101 N. Tryon St., Suite 1900
Charlotte, NC 28246
(704) 377-8135

INSTRUCTIONS

The purpose of this Supplemental Settlement Payment Questionnaire is to obtain certain information concerning aggregate payments received on account of the Injured Party's mesothelioma.

In **Part 1**, provide information to identify the Injured Party. This will permit the parties in this case to identify your response and match it to your Initial Questionnaire.

Part 2 consists of a single question with four parts:

a. Total Payments from Trusts

Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all Trusts. A "Trust" is any entity established by a bankruptcy court under section 524(g) or other law to pay the asbestos liabilities of a former asbestos defendant.

b. Total Trusts Making Payments

Provide the total number of Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

c. Total Payments from Non-Trusts

Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all entities that are not Trusts, such as tort system defendants.

d. Total Non-Trusts Making Payments

Provide the total number of non-Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

Finally, execute the certification in **Part 3**. Either the claimant or the claimant's attorney must sign the appropriate certification.

For purposes of this Supplemental Settlement Payment Questionnaire, "Injured Party" means the alleged injured party whose alleged contact with Garlock products is the basis for the claim asserted in this proceeding.

A "related claimant" means a person who is not the Injured Party but who is making a claim based on

or derived from the Injured Party's mesothelioma, either in a representative capacity (e.g., the personal representative of the Injured Party's estate suing for the Injured Party's injuries), or in an independent capacity (e.g., a family member suing for his or her own losses based on the alleged wrongful death of the Injured Party).

If you object to any portion of any question in this Supplemental Settlement Payment Questionnaire, you must indicate your objection and its basis on the form attached as Exhibit 1.

PART 1: INJURED PARTY INFORMATION

Last Name:

First Name:

Middle Initial:

Social Security Number:

PART 2

INSTRUCTIONS: Provide full and complete answers to the following questions.

a. Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all Trusts.

b. Provide the total number of Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

c. Provide the total aggregate payments received by the claimant (or related claimant) on account of the Injured Party's mesothelioma, from all entities that are not Trusts, such as tort system defendants.

d. Provide the total number of non-Trusts from which the claimant (or related claimant) has received a payment on account of the Injured Party's mesothelioma.

PART 3: CERTIFICATION

INSTRUCTIONS: This certification must be signed by either the claimant or the claimant's attorney but need not be signed by both.

If Completed By Claimant:

I swear, under penalty of perjury, that, to the best of my knowledge, all of the information contained in this Supplemental Settlement Payment Questionnaire is true, accurate and complete as of the date hereof.

Signature

Date

Print Name

If Completed By Attorney:

I acknowledge that by submitting the foregoing responses to this Supplemental Settlement Payment Questionnaire on behalf of my client, I am making the certifications contained in Rule 9011(b) of the Federal Rules of Bankruptcy Procedure.

Signature

Date

Print Name

Exhibit 1: Objections

Part	Question	Basis for Objection

EXHIBIT C

**EXHIBIT C.1 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL
SETTLEMENT PAYMENT QUESTIONNAIRE AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 5.e. of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Questionnaire Responses. Each and every Questionnaire Response constitutes confidential and protected information in connection with the above- referenced Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order.

I have read the Questionnaire Order on behalf of Employer as part of performing its duties to _____ [write in name of the Estimation Party or other client for whom Employer is rendering services in connection with the Estimation Proceeding]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses. By my signature below, Employer, for itself and all of its employees, agents, and representatives who receive access to Questionnaire Responses, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Questionnaire Order and this Acknowledgment known in advance to all of Employer’s employees, agents, and representatives who are to receive access to Questionnaire Responses, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Questionnaire Order.

Employer, its employees, agents, and representatives will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. They will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 17 of the Questionnaire Order, Employer will destroy or cause to be destroyed all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing Employer to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

I represent that I am duly authorized to execute this Acknowledgment on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____

Dated: _____
Relationship to Employer: _____

**EXHIBIT C.2 TO ORDER AUTHORIZING DEBTORS TO ISSUE SUPPLEMENTAL
SETTLEMENT PAYMENT QUESTIONNAIRE AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSES**

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 5.e. of the above-referenced Order (for example, a self-employed expert or a witness).*

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced Order Authorizing Debtors to Issue Supplemental Settlement Payment Questionnaire and Governing Confidentiality of Information Provided in Responses (the “**Questionnaire Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Questionnaire Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Questionnaire Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Questionnaire Order makes applicable to Questionnaire Responses and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Questionnaire Responses to any person not authorized by the Questionnaire Order, or further order of the Bankruptcy Court, to receive such information. I will not use Questionnaire Responses for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 18 of the Questionnaire Order.

Pursuant to paragraph 17 of the Questionnaire Order, I will destroy all Questionnaire Responses within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR, unless relieved of that obligation by a specific provision of the Plan authorizing me to turn over Questionnaire Responses to an asbestos settlement trust created pursuant to the Plan.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Questionnaire Order and this Acknowledgment and for no other purposes.

By: _____
Print Name: _____
Title: _____
Address: _____

Dated: _____

EXHIBIT H

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In the matter of:)
)
GARLOCK SEALING TECHNOLOGIES, LLC,) No. 10-31607
et al.,) Jointly Administered
) Charlotte, NC
Debtors.) May 17, 2012, 9:31 a.m.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE GEORGE R. HODGES
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

Garland S. Cassada
Jonathan C. Krisko
Richard C. Worf, Jr.
Robinson, Bradshaw & Hinson
101 North Tryon Street, Suite 1900
Charlotte, NC 28246

John R. Miller, Jr.
Rayburn, Cooper & Durham, P.A.
227 West Trade Street, Suite 1200
Charlotte NC, 28202-1672

Electronic Recorder
Operator:

Julia Adams/Tara Salmons

Transcriber:

Patricia Basham
6411 Quail Ridge Drive
Bartlett, TN 38135
901-372-0613

Proceedings recorded by electronic sound recording;
Transcript produced by transcription service.

1 Thank you, Your Honor.

2 THE COURT: Okay. I think I ought to allow this
3 discovery, both as to the settlement information and the
4 exposure and proximity data. I think this is largely my fault
5 and perhaps the slow learning curve that I presented to you
6 all, but I think the balance that I struck earlier was at the
7 wrong place. This information appears to me to be necessary
8 for the debtors to prepare their case and not designed just for
9 the purpose of delaying things.

10 The samples appear reasonably limited and I think this
11 is an appropriate way to eliminate some degree of speculation
12 from the formula that they plan to present.

13 I will say, just so it is clear, that I am not making
14 any determination on the viability of Garlock's legal liability
15 approach. I am just saying that I think they ought to have an
16 opportunity to present that approach with this data available
17 to them.

18 I also do not propose to - or I will say this ruling
19 should be without prejudice to individuals who are affected
20 having the right to object on additional grounds individual to
21 them and would suggest that perhaps we give a relatively short
22 time to object and a little more time to answer if it's
23 possible. I would hate to give a certain period of time for
24 people to respond and have them file objections on the last day
25 or something like that. That just delays everything. So I

1 will leave it to you all to try to work out details of time
2 limits and that kind of thing, but I will order that this
3 discovery go forward in the fashion that you have outlined it
4 to the samples that you all have selected and see where we go
5 from there, I guess.

6 Okay.

7 MR. CASSADA: Thank you, Your Honor. We will prepare
8 an order and we will discuss it with Mr. Guy and Mr. Swett.

9 THE COURT: All right. Then let's go next, I guess, to
10 the trust, was the third part of your -

11 MR. CASSADA: Yes. Thank you, Your Honor. And, again,
12 we likewise prepared a slide show that will streamline our
13 presentation and we won't repeat what has been included in the
14 brief.

15 Your Honor may recall that we filed some time ago a
16 motion to get a large amount of information from a large number
17 of trusts. That motion was filed a year and a half ago, and it
18 was continued many times and eventually it was put in suspense
19 and the court ruled or held that Garlock could schedule that
20 motion or asked that that motion be scheduled for a hearing at
21 an appropriate time.

22 The current motion on the table, Your Honor, also
23 seeks trust data. It is some of the same information that was
24 requested in the motion that we filed back in the fall of 2010
25 that drew so much fire from the committee and the futures rep

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the above-captioned debtors (together, the “Debtors”), and Joseph W. Grier, III, as the representative for future asbestos claimants in the above-captioned cases (the “Future Claimants’ Representative”) together have filed the Joint Motion of the Debtors and the Future Claimants’ Representative for an Order (I) Establishing a Bar Date for Certain Known Asbestos Claims, (II) Approving Proof of Claim Form, (III) Approving Personal Injury Questionnaire, (IV) Approving Notice to Claimants, and (V) Granting Related Relief (the “Joint Motion”).

If a copy of the Joint Motion is not included with this Notice, a copy may be viewed at the Court’s website, www.ncwb.uscourts.gov under Debtor Aldrich Pump LLC’s name and case number or you may request in writing a copy from the undersigned party. In addition, information regarding the Debtors’ chapter 11 cases, including a copy of the Joint Motion, is available for inspection free of charge at www.kccllc.net/aldrich.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THESE BANKRUPTCY CASES. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)

IF YOU DO NOT WANT THE COURT TO GRANT THE RELIEF REQUESTED IN THE JOINT MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE JOINT MOTION, THEN ON OR BEFORE THURSDAY, JANUARY 14, 2021 YOU MUST:

- (1) A. File with the Bankruptcy Court a written objection at:

Clerk, United States Bankruptcy Court

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.
{00346900 v 1 }

401 W. Trade Street
Charlotte, North Carolina 28202

B. If you have your attorney file a written objection then the objection should be filed with the Bankruptcy Court by electronic means through the Court's website, www.ncwb.uscourts.gov under the jointly administered name and case number shown above.

(2) You must also serve a copy of such request to the parties shown below and any other parties as required by law or orders of the Court on or before the date described above:

John R. Miller, Jr.
Rayburn Cooper & Durham, P.A.
1200 Carillon, 227 W. Trade Street
Charlotte, NC 28202
Counsel to the Debtors

Kevin B. Maclay
Caplin & Drysdale, Chartered
One Thomas Circle, NW, Suite 1100
Washington, DC 20005
Counsel to the Official Committee of Asbestos Personal Injury Claimants

Natalie D. Ramsey
Robinson & Cole
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Suite 3600
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Counsel to the Official Committee of Asbestos Personal Injury Claimants

Jonathan Guy
Orrick Herrington & Sutcliffe
Columbia Center
1152 15th Street, N.W.
Washington, D.C. 20005-1706
Counsel to the Future Claimants' Representative

Office of Bankruptcy Administrator
402 W. Trade St., Suite 200
Charlotte, NC 28202

(3) Attend the hearing scheduled for January 28, 2021, at 9:30 a.m. EDT or as soon thereafter as the matter can be heard in the Bankruptcy Courtroom 1-4, 401 West Trade Street,

Charlotte, North Carolina. You should attend this hearing if you file an objection.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an Order granting the relief requested. No further notice of that hearing will be given.

This the 14th day of December, 2020.

RAYBURN COOPER & DURHAM, P.A.

/s/ John R. Miller, Jr.

John R. Miller, Jr.

N.C. State Bar No. 28689

1200 Carillon, 227 W. Trade Street

Charlotte, North Carolina 28202

Telephone: 704-334-0891

ATTORNEYS FOR DEBTORS